

IFB No.  
18-TA002609DC  
BAYSHORE GARDENS SIDEWALK  
COMMUNITY DEVELOPMENT BLOCK  
GRANT (CDBG) PROJECT

December 11, 2017

Manatee County BCC  
Procurement Division  
1112 Manatee Avenue West Ste 803  
Bradenton, FL 34205  
[purchasing@mymanatee.org](mailto:purchasing@mymanatee.org)



**INVITATION FOR BID CONSTRUCTION  
NO. 18-TA002609DC  
BAYSHORE GARDENS SIDEWALK CDBG PROJECT**

Manatee County, a political subdivision of the State of Florida (hereinafter referred to as County), will receive sealed bids from individuals, corporations, partnerships, and other legal entities authorized to do business in the State of Florida, to provide Bayshore Gardens Sidewalk CDBG Project, as specified in this Invitation for Bid to include sidewalk construction.

**DATE, TIME AND PLACE DUE:**

The Due Date and Time for submission of Bids in response to this IFB is **January 16, 2018 at 3:00 P.M. ET.** Bids must be delivered to the following location: Manatee County Administration Building, 1112 Manatee Ave. W., Suite 803, Bradenton, FL 34205 prior to the Due Date and Time. Bids will be opened immediately following the Due Date and Time at the County Administration Building, Suite 803 and the Bidder's name and total bid amount will be read aloud. Interested parties may attend the opening.

**SOLICITATION INFORMATION CONFERENCE:**

In order to ensure all prospective Bidders have sufficient information and understanding of County's needs, non-mandatory Information Conference will be held at: 11:00 A.M. on December 19, 2017 at the Manatee Procurement Division, 1112 Manatee Ave West, Ste. 803, Bradenton, FL 34205. Attendance is not mandatory, but is strongly encouraged.

**DEADLINE FOR QUESTIONS AND CLARIFICATION REQUESTS:**

The deadline to submit all questions, inquiries, or requests concerning interpretation, clarification or additional information pertaining to this Invitation for Bid to the County Procurement Division is January 2, 2018 at 5:00 P.M. Questions and inquiries should be submitted via email to the Designated Procurement Contact shown below.

**Important: A prohibition of lobbying is in place. Review Section A.09 carefully to avoid violation and possible sanctions.**

**DESIGNATED PROCUREMENT CONTACT:** Deborah Carey-Reed, CPPB  
(941) 749-3074, Fax (941) 749-3034  
Email: [deborah.carey-reed@mymanatee.org](mailto:deborah.carey-reed@mymanatee.org)  
County Financial Management Department  
Procurement Division

AUTHORIZED FOR RELEASE: 

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## **SECTION A INFORMATION FOR BIDDERS**

To receive consideration, entities who submit a response to this Invitation for Bid (Bidders) must meet the minimum qualification requirements and comply with the following instructions. Bid responses (Bids) will be accepted from single business entities, joint ventures, partnerships or corporations.

### **A.01 BID DUE DATE**

Bids must be delivered before the Due Date and Time to the following location: County Administration Building, 1112 Manatee Ave. W., Suite 803, Bradenton, FL 34205 prior to the Due Date and Time.

Bids received after the Due Date and Time will not be considered. It will be the sole responsibility of the Bidder to deliver its bid to the County Procurement Division for receipt on or before the Due Date and Time. If a bid is sent by U.S. Mail, courier or other delivery services, the Bidder will be responsible for its timely delivery to the Procurement Division. Bids delayed in delivery will not be considered, will not be opened at the public opening, and arrangements will be made for their return at the Bidder's request and expense.

### **A.02 PUBLIC OPENING OF BIDS**

Sealed Bids will be publicly opened at County Administration Procurement Division, 1112 Manatee Avenue West, 8<sup>th</sup> Floor, Suite 803, Bradenton, Florida 34205, in the presence of County officials immediately upon expiration of the Due Date and Time. Bidders or their representatives may attend the Bid opening.

County will make public at the opening the names of the business entities which submitted a Bid, the city and state in which they reside, and the total bid price. No review or analysis of the Bids will be conducted at the bid opening.

### **A.03 SUBMISSION OF BIDS**

The contents of the Bid sealed package must include:

- One (1) bound original clearly identifying Bidder and marked "ORIGINAL".
- One (1) bound copies clearly identifying Bidder and marked "COPY" with all required information and identical to the original.
- One (1) electronic format copies clearly identifying Bidder.

Electronic format copy should be submitted on a Universal Serial Bus (USB) portable flash memory drive or compact disc (CD) in MicroSoft Office® or Adobe Acrobat® portable document format (PDF) in one continuous file. Do not password protect or otherwise encrypt electronic Bid copies. Electronic copies must be searchable and contain an identical Bid to the original.

Submit the Bid package in a sealed container with the following information clearly marked on the outside of the package: IFB No. 18-TA002609DC, Bayshore Gardens Sidewalk CDBG Project, Bidder's name, and Bidder's address. Bids must be delivered to the County Procurement Division prior to the Due Date and Time at the following address:

### **A.04 DISTRIBUTION OF SOLICITATION DOCUMENTS**

All documents issued pursuant to this IFB are distributed electronically and available for download

at no charge at [www.mymanatee.org](http://www.mymanatee.org) > *Bids and Proposals*. This link is located on the left side of the County website home page. Documents may be viewed and downloaded for printing using Adobe Reader® software.

At its sole discretion, the County may utilize a third-party provider, such as DemandStar by Onvia® (DemandStar) to distribute proposals. Visit the DemandStar website at [www.Demandstar.com](http://www.Demandstar.com) for more information regarding this service. Participation in the DemandStar system is not a requirement for doing business with County.

Additionally, the IFB and all related documents are available for public inspection at the County Procurement Division, 1112 Manatee Avenue West, Suite 803, Bradenton, FL 34205. Call (941) 749-3014 to schedule an appointment. Documents are available between the hours of 8:00 A.M. and 5:00 P.M., Monday through Friday, with the exception of County holidays.

As a courtesy, County notifies the County Chamber of Commerce and the County Black Chamber of Commerce of all active solicitations, who then distributes the information to its members.

#### **A.05 EXAMINATION OF BID DOCUMENTS AND SITE(S)**

It is the responsibility of each bidder before submitting a bid, to (a) examine the IFB documents thoroughly; (b) visit the Project Site(s) 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 IFB documents; and (e) notify County of all conflicts, errors, or discrepancies in the IFB documents.

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 Project Site(s) 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 IFB documents. County will provide each bidder access to the site(s) to conduct such explorations and tests.

Bidder shall fill all holes, clean up and restore the Project Site(s) 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 successful bidder in performing the Work are identified in the IFB documents.

All additional lands and access thereto required for temporary construction facilities or storage of materials and equipment are to be provided by successful Bidder. Easements for permanent structures or permanent changes in existing structures are to be obtained and paid for by County unless otherwise provided in the IFB documents.

Inspection of the Project Site(s) is a requirement to be considered for award of this bid. Prior to submitting a bid, each bidder shall examine the Project Site(s) and all conditions thereon fully familiarizing themselves with the full scope of the Work. Failure to become familiar with Project Site conditions will in no way relieve the successful bidder from the necessity of furnishing any materials or performing any Work that is required to complete the Project in accordance with the

Project Plans and Specifications. Bidder shall acknowledge inspection of the Project Site(s) on his/her signed, submitted Bid Form.

**A.06 ADDENDA**

Any interpretations, corrections or changes to this IFB will be made by addenda. Addenda will be posted on the Procurement Division's web page of the County website at <http://www.mymanatee.org/purchasing> > *Bids and Proposals*. For those solicitations that are advertised on DemandStar, addenda will also be posted on the DemandStar distribution system on the 'Planholders' link.

All addenda are a part of the IFB and each Bidder will be bound by such addenda. It is the responsibility of each Bidder to read and comprehend all addenda issued. Failure of any Bidder to acknowledge an issued addendum in its Bid will not relieve the Bidder from any obligation contained therein.

**A.07 BID FORMS**

Bids must include the forms provided in this IFB. If needed, additional pages may be attached to a form. Bidders must fully complete and execute all Bid Forms. Bid Forms must be executed by an authorized official of the company who has the legal authority to bind the company.

**A.08 BID EXPENSES**

All costs incurred by Bidder in responding to this IFB will be the sole responsibility of the Bidder.

**A.09 QUESTION AND CLARIFICATION PERIOD**

Each Bidder shall examine all IFB documents and will judge all matters relating to the adequacy and accuracy of such documents. Any questions or requests concerning interpretation, clarification or additional information pertaining to this IFB, including the sample Agreement, shall be made in writing via email to the County Procurement Division to the Designated Procurement Contact or to [purchasing@mymanatee.org](mailto:purchasing@mymanatee.org). All questions received and responses given will be provided to potential bidders via an addendum to this IFB.

County will not be responsible for oral interpretations given by other sources including County staff, representative, or others. The issuance of a written addendum by the Procurement Division is the only official method whereby interpretation, clarification or additional information will be given.

**A.10 FALSE OR MISLEADING STATEMENTS**

Bids which contain false or misleading statements or which provide references which do not support an attribute or condition claimed by the Bidder, may be rejected. If, in the opinion of the County, such information was intended to mislead the County in its evaluation of the Bid, and the attribute, condition or capability is a requirement of this IFB. Such Bidder will be disqualified from consideration for this IFB and may be disqualified from submitting a response on future solicitation opportunities with the County.

**A.11 CONFIDENTIALITY OF SECURITY RELATED RECORDS**

- a. Pursuant to Florida Statutes § 119.071(3), the following records (hereinafter referred to collectively as "the Confidential Security Records") are confidential and exempt from the disclosure requirements of Florida Statutes § 119.07(1):

- i. A Security System Plan or portion thereof for any property owned by or leased to County or any privately owned or leased property held by County.
  - ii. Building plans, blueprints, schematic drawings, and diagrams, including draft, preliminary, and final formats, which depict the internal layout and structural elements of a building, arena, stadium, water treatment facility, or other structure owned or operated by County.
  - iii. Building plans, blueprints, schematic drawings, and diagrams, including draft, preliminary, and final formats, which depict the internal layout or structural elements of an attractions and recreation facility, entertainment or resort complex, industrial complex, retail and service development, office development, or hotel or motel development in the possession of, submitted to County.
- b. Successful Bidder agrees that, as provided by Florida Statute, it shall not, as a result of a public records request, or for other reason disclose the contents of, or release or provide copies of the Confidential Security Records to any other party absent the express written authorization of County's Property Management Director or to comply with a court order requiring such release or disclosure. To the extent Successful Bidder receives a request for such records, it shall immediately contact the County's designated Contract administrator who shall coordinate County's response to the request.

#### **A.12 LOBBYING**

After the issuance of any IFB, prospective bidders, bidders, or their agents, representatives or persons acting at the request of such bidder shall not contact, communicate with or discuss any matter relating to the IFB with any officer, agent or employee of County other than the Procurement Official or the contact identified in this IFB, pursuant to the County Code of Laws. This prohibition includes copying such persons on all written communication, including email correspondence. This requirement begins with the issuance of an IFB and ends upon execution of the final Agreement or when the IFB has been cancelled. Violators of this prohibition shall be subject to sanctions as provided in the County Code of Laws.

#### **A.13 UNBALANCED BIDDING PROHIBITED**

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 requirements and industry and market conditions, the Bid will be presumed to be unbalanced. Examples of unbalanced Bids will include:

- a. Bids showing omissions, alterations of form, additions not specified, or required conditional or unauthorized alternate bids.
- b. 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.
- c. Bids where the unit costs offered are in excess of, or below reasonable cost analysis values.

In the event County determines that a Bid is presumed unbalanced, it will request the opportunity to and reserves the right to, review all source quotes, bids, price lists, letters of intent, and other supporting documentation which the Bidder obtained and upon which the Bidder relied upon to develop its Bid. County reserves the right to deem any presumptive unbalanced Bid where the Bidder is unable to demonstrate the validity and/or necessity of the unbalanced unit costs as non-responsive.

**A.14 FRONT LOADING OF BID PRICING PROHIBITED**

Prices offered for performance and/or acquisition activities which 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 loaded. Front loaded bids could reasonably appear to be an attempt to obtain unjustified early payments creating a risk of insufficient incentive for the bidder to complete the Work or otherwise creating an appearance of an undercapitalized bidder.

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

**A.15 WITHDRAWAL OR REVISION OF BIDS**

Bidders may withdraw Bids under the following circumstances:

- b. If Bidder discovers a mistake(s) prior to the Due Date and Time. Bidder may withdraw its Bid by submitting a written notice to the Procurement Division. The notice must be received in the Procurement Division prior to the Due Date and Time for receiving Bids. A copy of the request shall be retained and the unopened Bid returned to the Bidder; or
- c. After the Bids are opened but before a contract is signed, Bidder alleges a material mistake of fact if:
  - 1. The mistake is clearly evident in the solicitation document; or
  - 2. Bidder submits evidence which clearly and convincingly demonstrates that a mistake was made in the Bid. Request to withdraw a Bid must be in writing and approved by the Procurement Official.

**A.16 IRREVOCABLE OFFER**

Any Bid may be withdrawn up until the Due Date and Time. Any Bid not so withdrawn shall, upon opening, constitute an irrevocable offer for a period of ninety (90) days to provide the goods or services set forth in this IFB or until one or more of the Bids have been duly accepted by County, whichever occurs first.

**A.17 RESERVED RIGHTS**

County reserves the right to accept or reject any and/or all bids, to waive irregularities and minor technicalities, and to request resubmission. Also, 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 County. Any sole response received by the first submission date may or may not be rejected by County depending on available competition and current needs of 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 meets or exceeds the quality of goods and/or services set forth in the IFB documents or otherwise required by County.



To be responsive, a bidder shall submit a bid which conforms in all material respects to the requirements set forth in the IFB.

To be a responsible bidder, the bidder shall have the capability in all respects to perform fully the bid requirements, and the tenacity, perseverance, experience, integrity, reliability, capacity, facilities, equipment, and credit which will assure good faith performance.

Also, County reserves the right to make such investigation as it deems necessary to determine the ability of any bidder to furnish the service requested. Information 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.18 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 County will apply to any resulting Agreement. Any involvement with the County Procurement Division shall be in accordance with the Manatee County Code of Laws as amended.

**A.19 COLLUSION**

By submitting a bid in response to this IFB, Bidder certifies that it has not divulged, discussed or compared its bid with any other bidder, and has not colluded with any other bidder or parties to this bid whatsoever. Further, Bidder, and in the case of a joint bid each party thereto, certifies as to their own organization, that in connection with this IFB that:

- a. All 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. All 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 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 is/are named in Bidder's Bid and that no person other than those identified has any interest in the Bid or in the resulting Agreement to be entered into.
- e. No person or agency has been employed or retained to solicit or secure the resulting Agreement upon an agreement or understanding or a commission, percentage, brokerage, or contingent fee except bona fide employees or established commercial agencies maintained by Bidder for purpose of doing business.

#### **A.20 CODE OF ETHICS**

With respect to this and any bid, if a Bidder violates, directly or indirectly, the ethics provisions of the Manatee County Code of Laws and/or Florida criminal or civil laws related to public procurement, including but not limited to Florida Statutes Chapter 112, Part II, Code of Ethics for Public Officers and Employees, such Bidder will be ineligible for award to perform the work described in this IFB, and may be disqualified from submitting on any future quote or bid requests to supply goods or services to County. By submitting a bid, the Bidder represents to County that all statements made and materials submitted are truthful, with no relevant facts withheld.

#### **A.21 PUBLIC CONTRACTING AND ENVIRONMENTAL CRIMES**

A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime, as that term is defined in Section 287.133, Florida Statutes, may not submit a bid to provide any goods or services to a public entity; may not submit a bid with a public entity for the construction or repair of a public building or public work; may not submit bids on leases of real property to a public entity; may not be awarded or perform Work as a contractor, supplier, Subcontractor, or consultant under an agreement with any public entity; and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, Florida Statutes, for CATEGORY TWO for a period of thirty-six (36) months following the date of being placed on the convicted list.

In addition, the Manatee County Code of Laws prohibits the award of any bid to any person or entity who/which has, within the past five (5) years, been convicted of, or admitted to in court or sworn to under oath, a public entity crime or of any 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 matter.

To ensure compliance with the foregoing, the Code requires all persons or entities desiring to do business with 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 such a record and is therefore eligible to seek and be awarded business with 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 Public Contracting and Environmental Crimes Certification form is attached herein for this purpose.

#### **A.22 SCRUTINIZED COMPANIES**

Florida Statutes § 287.135, as amended from time to time, may contain limitations on the part of a company to conduct business with the County. Submission of a response to this solicitation shall be subject to all procedural requirements contained within that statute including the submission of any required certification of eligibility to contract with the County. It shall be the responsibility of the company responding to this solicitation to concurrently review the current version of the statute and ensure it is compliant. To the extent a certification is required, it shall be provided on the form located at Attachment E *Vendor Certification Regarding Scrutinized Companies Lists*.

#### **A.23 AGREEMENT**

The successful Bidder will be required to execute the Agreement, a sample of which is attached hereto and made a part hereof. The County will transmit the Agreement to the successful Bidder for execution. The successful Bidder agrees to deliver the required number of duly executed copies of

the Agreement, with any other required documents, to the County within ten calendar days of receipt.

**A.24 LEGAL NAME**

Bidders shall clearly indicate the full legal name, including any d/b/a, address, email address, and telephone number on the Bid Form. Bid Forms shall be signed above the typed or printed name and title of the signer. The signer must be an official of the organization and have the authority to bind the bidder to the submitted bid.

When bidder is a partnership, the Bid Form shall be signed in the name of the firm and by all partners required under the terms of the partnership agreement. When a corporation is a bidder, the authorized corporate officers shall sign.

Bidders who are corporations or limited partnerships shall provide a certified copy of their permit to transact business in the State of Florida, preferably along with the Bid Form, or within forty-eight (48) hours after request by County.

When submitting a bid as a joint venture, it must have filed paper documents with the Division of Profession's Construction Industry Licensing Board prior to submitting a bid.

**A.25 DISCOUNTS**

All discounts must be incorporated in the prices contained in the bid and not shown separately. Unless otherwise specified in this IFB, pricing must be all inclusive, including delivery costs. The prices indicated on the Pricing Form shall be the prices used in determining award.

**A.26 TAXES**

County is exempt from Federal Excise and State Sales Taxes. (F.E.T. Cert. No. 59-78-0089K; Florida Sales Tax Exempt Cert. No. 85-8012622206C-6). Therefore, the Bidder is prohibited from delineating a separate line item in its bid for any sales or service taxes.

The Successful Bidder will be responsible for the payment of taxes of any kind, including but not limited to sales, consumer, use, and other similar taxes payable on account of the work performed and/or materials furnished under the award in accordance with all applicable laws and regulations.

**A.27 QUALITY**

Unless otherwise specifically provided in the IFB documents, all goods provided shall be new, the latest make or model, of the best quality, of the highest grade of workmanship, and of the most suitable for the purpose intended.

Unless otherwise specifically provided in the IFB 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.28 AUTHORIZED PRODUCT REPRESENTATION**

Bidder, 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 do so may, in the County's sole discretion, be deemed a material breach of the resulting agreement and shall constitute grounds for County's immediate termination of the resulting agreement.

**A.29 ROYALTIES AND PATENTS**

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

**A.30 AMERICANS WITH DISABILITIES ACT**

County does not discriminate upon the basis of any individual's disability status. This non-discrimination policy involves every aspect of 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 cover page of this document at least twenty-four (24) hours in advance of either activity.

**A.31 EQUAL EMPLOYMENT OPPORTUNITY**

In accordance with Title VI of the Civil Rights Act of 1964, Title 15, Part 8 of the Code of Federal Regulations and the Civil Rights Act of 1992, County hereby notifies all Bidders that it will affirmatively ensure minority business enterprises are afforded full opportunity to participate in response to this IFB and will not be discriminated against on the grounds of race, color, national origin, religion, sex, age, handicap, or marital status in consideration of award.

**A.32 MINORITY AND/OR DISADVANTAGED BUSINESS ENTERPRISES**

The State of Florida Office of Supplier Diversity provides the certification process and maintains the database of certified MBE/DBE firms. Additional information may be obtained at <http://www.osd.dms.state.fl.us/iframe.htm> or by calling (850) 487-0915.

**A.33 DELIVERY**

Unless otherwise specified, all prices shall include all delivery cost (FOB Destination).

**A.34 MATHEMATICAL ERRORS**

1. Bid pricing forms without imbedded mathematical formulas: In the event of multiplication/extension error(s), the unit price shall prevail. In the event of addition error(s) the extension totals will prevail. In the event the dollar amount for contract contingency is omitted, it will be added to the total price of the Bid.
2. Bid pricing forms with imbedded mathematical formulas: Interactive bid pricing forms that contain mathematical formulas may be provided to automate lengthy and complex bid forms. In the event bid pricing forms with imbedded formulas are used and a multiplication/extension error(s) is discovered in the formula, the unit price entered by the Bidder shall prevail.
3. Bidder shall assume the responsibility and accuracy of the information input in the bid pricing form and therefore shall verify that the calculations are correct before submitting its Bid.
4. Regardless of the type of bid pricing form used, all Bids shall be reviewed mathematically by the County using these standards.

#### **A.35 SUBCONTRACTORS**

The successful bidder will obtain prior written approval from the County for any subcontractor(s) and the work each will perform. A subcontractor is defined as any entity performing work within the scope of the project who is not an employee of the successful Bidder.

Bidders subcontracting any portion of the work shall include a list of subcontractors along with their bid. The list shall include: name and address of subcontractor, type of work to be performed and the percent of the contract amount to be subcontracted.

#### **A.36 E-VERIFY**

Prior to the employment of any person under this contract, the Successful Bidder shall utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of (a) all persons employed during the contract term by the Successful Bidder to perform employment duties within Florida and (b) all persons, including subcontractors, assigned by the Successful Bidder to perform work pursuant to the contract with County. For more information on this process, please refer to United States Citizenship and Immigration Service site at: <http://www.uscis.gov/>.

Only those individuals determined eligible to work in the United States shall be employed under this contract.

By submission of a bid in response to this IFB, the successful Bidder commits that all employees and subcontractors will undergo e-verification before placement on this contract.

The successful Bidder shall maintain sole responsibility for the actions of its employees and subcontractors. For the life of the contract, all employees and new employees brought in after contract award shall be verified under the same requirement stated above.

#### **A.37 DISCLOSURE**

Upon receipt, all inquiries and responses to inquiries related to this IFB become "Public Records," and shall be subject to public disclosure consistent with Florida Statutes, Chapter 119.

Bids become subject to disclosure thirty (30) days after the opening or if a notice of intent to award decision is made earlier than this time as provided by Florida Statutes § 119.071(1)(b). No announcement or review of the bids shall be conducted at the public opening.

Based on the above, County will receive bids at the time and date stated and will make public at the opening the names of the business entities of all that submitted a bid.

If County rejects all bids and concurrently notices its intent to reissue the solicitation, the rejected bids are exempt from public disclosure until such time as County provides notice of an intended decision concerning the reissued solicitation or until County withdraws the reissued solicitation. A bid is not exempt for longer than twelve (12) months after the initial notice rejecting all bids.

Pursuant to Florida Statutes 119.0701, to the extent Successful Bidder is performing services on behalf of the County, Successful Bidder must:

- a. Keep and maintain public records required by public agency to perform the service.

- b. Upon request from the public agency's custodian of public records, provide the public agency with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Florida Statutes, Chapter 119, or as otherwise provided by law.
- c. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if the Successful Bidder does not transfer the records to the public agency.
- d. Upon completion of the contract, transfer, at no cost, to the public agency all public records in possession of contractor or keep and maintain public records required by the public agency to perform the service. If the Successful Bidder transfers all public records to the public agency upon completion of the contract, the Successful Bidder shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Successful Bidder keeps and maintains public records upon completion of the contract, the Successful Bidder shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the public agency, upon request from public agency's custodian of public records, in a format that is compatible with the information technology systems of the public agency.

**IF THE SUCCESSFUL BIDDER HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE SUCCESSFUL BIDDER'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO ANY RESULTING CONTRACT, CONTACT COUNTY'S CUSTODIAN OF PUBLIC RECORDS AT: (941) 742-5845, DEBBIE.SCACCIAOCE@MYMANATEE.ORG, ATTN: RECORDS MANAGER, 1112 MANATEE AVE W., BRADENTON, FL 34205.**

#### **A.38 LOCAL PREFERENCE**

Local business is defined as a business legally authorized to engage in the sale of the goods and/or services, and which certifies within its Bid that for at least six (6) full months prior to the advertisement of this IFB it has maintained a physical place of business in Manatee, Desoto, Hardee, Hillsborough, Pinellas or Sarasota County with at least one full-time employee at that location. Local preference shall not apply to the following categories of agreements:

1. Purchases or agreements which are funded, in whole or in part, by a governmental or other funding entity, where the terms and conditions governing the funds prohibit the preference.
2. Any bid announcement which specifically provides that local preference, as set forth in this section, is 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.
3. For a competitive solicitation for construction services in which fifty percent (50%) or more of the cost will be paid from state.
4. To qualify for local preference under this section, **a local business must certify to County** by completing an **"Affidavit as to Local Business Form,"** which is available for download at [www.mymanatee.org/vendor](http://www.mymanatee.org/vendor). Click on "Affidavit for Local Business" to access and print the

form. Complete, notarize, and mail the notarized original to the following address: County Procurement Division, 1112 Manatee Avenue West, Suite 803, Bradenton, FL 34205.

5. It is the responsibility of the bidder to ensure accuracy of the Affidavit as to Local Business and notify County of any changes affecting same.

#### **A.39 VENDOR REGISTRATION**

Registering your business will provide County a sourcing opportunity to identify suppliers of needed goods and services and identify local businesses. To register as a supplier with the County go to [www.myanatee.org/vendor](http://www.myanatee.org/vendor). For assistance with supplier registration, call the Procurement Division main number at (941) 749-3014. Office hours are Monday – Friday, 8:00 A.M. to 5:00 P.M., excluding County holidays.

A link to Vendor Registration is listed on the Procurement Division's web page at <http://www.myanatee.org/home/government/departments/financial-management/purchasing.html>. Click on "Register as a Vendor", then "Vendor Registration Form". Registration is not mandatory to submit a Bid.

#### **A.40 ENVIRONMENTAL SUSTAINABILITY**

All bidders are encouraged to use as many environmentally preferable "green" products, materials, as supplies, as possible to promote a safe and healthy environment. Environmentally preferable are products or services that have a reduced adverse effect on the environment.

Bidder shall acknowledge in its Bid if Bidder has an environmental sustainability initiative. In addition, Bidder shall submit with its Bid a brief summary of its environmental sustainability initiative. This information will be used as a determining factor in the award decision when all other factors, including local preference, are otherwise equal.

#### **A.41 ePAYABLES**

County Board of County Commissioners and the County Clerk of the Circuit Court have partnered to offer the ePayables program, which allows payments to be made to vendors via credit cards.

The Clerk of the Circuit Court will issue a unique credit card number to vendor after goods are delivered or services rendered, vendors submit invoices to the remit to address on the purchase order. When payments are authorized, an email notification is sent to the vendor. The email notification includes the invoice number(s), invoice date(s), and amount of payment. There is no cost for vendors to participate in this program; however, there may be a charge by the company that processes your credit card transactions.

If Bidder is interested in participating in this program, complete the ePayables Application attached herein and return the completed form via to [lori.bryan@manateeclerk.com](mailto:lori.bryan@manateeclerk.com).

#### **A.42 BASIS OF AWARD**

County will not make award to a Bidder who is delinquent in payment of any taxes, fees, fines, contractual debts, judgments, or any other debts due and owed to the County, or is in default on any contractual or regulatory obligation to the County. By submitting this solicitation response,

bidder attests that it is not delinquent in payment of any such debts due and owed to the County, nor is it in default on any contractual or regulatory obligation to the County. In the event the Bidder's statement is discovered to be false, bidder will be subject to suspension and/or debarment and the County may terminate any award it has with bidder.

Award, with preference given to certified Minority or Woman-owned Business Enterprises and Section 3 Businesses (MBE/WBE/SEC3), shall be to the lowest, responsive, responsible bidder meeting specifications, qualification requirements, and having the lowest total offer for requirements listed on the Bid Form for the Work as set forth in this IFB. 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 IFB documents to County's satisfaction and within the prescribed time. If Bidder is a certified MBE, WBE, SEC3, Bidder must include a copy of its certification with its Bid.

Based upon the requirements of the Community Development Block Grant, the bid received from a MBE/WBE/SEC3 shall be given preference in award. Certified Section 3 business concerns shall receive the following preference in the award of a Section 3 covered contract. An award shall be made to the lowest, responsive, responsible Section 3 business concern with the highest priority ranking if that bid:

- i. Is within the maximum total contract price established in the budget for the specific project for which bids are being received; and
- ii. Is not more than "7%" higher than the total bid price of the lowest, responsive bid from any responsible bidder as set forth on the following chart.

<b>LOWEST RESPONSIVE BID</b>	<b>"X" = lesser of:</b>
< \$100,000	10% of that bid or \$9,000
≥ \$100,000 and < \$200,000	9% of that bid or \$16,000
≥ \$200,000 and < \$300,000	8% of that bid or \$21,000
≥ \$300,000 and < \$400,000	7% of that bid or \$24,000
≥ \$400,000 and < \$500,000	6% of that bid or \$25,000
≥ \$500,000 and < \$1,000,000	5% of that bid or \$40,000
≥ \$1,000,000 and < \$2,000,000	4% of that bid or \$60,000
≥ \$2,000,000 and < \$4,000,000	3% of that bid or \$80,000
≥ \$4,000,000 and < \$7,000,000	2% of that bid or \$105,000
≥ \$7,000,000	1½% of that bid; no dollar limit

In evaluating Bids, 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, the bid received from a certified MBE/WBE/SEC3 shall be given preference in award.



Whenever two or more bids are equal with respect to price, and all other evaluative factors are otherwise equal, including local preference policies, if the company provides documented environmentally preferable “green” products, materials, or supplies, they shall be given preference in award.

Whenever two or more bids which are equal with respect to price are received, and neither of these bids are from a local business, and neither of these bids provides documented “green” products, the award shall be determined by a chance drawing, coin toss, or similar tie-breaking method conducted by the Procurement Division and open to the public.

Only one award shall be made.

**A.43 REGISTRATION - CAREERSOURCE SUNCOAST WORKFORCE**

All prime contractors identified in the bid submittal must be registered with CareerSource Suncoast Workforce, as an employer recruiting service organization (provide proof of registration). For more information, Bidders can contact Rachel Infanti, Account Executive, at the CareerSource Suncoast Office located at 1112 Manatee Avenue East, Bradenton, FL 34208 by phone at (941) 358-4080, Ext. 3116, by fax at (941) 358-2944, or via Email at [rinfanti@careersourcesc.com](mailto:rinfanti@careersourcesc.com) or contact Karima Hability by phone at (941) 358-4080, Ext. 3109 or via Email at [KHability@careersourcesc.com](mailto:KHability@careersourcesc.com).

**A.44 SOLICITATION SCHEDULE**

The following schedule has been established for this Solicitation process. Refer to the County’s website ([www.mymanatee.org](http://www.mymanatee.org) > Online Services > *Bids & Proposals*) for meeting locations and updated information pertaining to any revisions to this schedule.

Scheduled Item	Scheduled Date
Non-Mandatory Solicitation Information Conference	December 19, 2017 at 11:00 A.M.
Question and Clarification Deadline	January 2, 2018 at 5:00 P.M.
Final Addendum Posted	January 9, 2018
Bid Response Due Date and Time	January 16, 2018 at 3:00 P.M.
Due Diligence Review Completed	January 30, 2018
Projected Award	February 20, 2018

NOTE: ANY OR ALL STATEMENTS CONTAINED IN THE FOLLOWING SECTIONS: SCOPE OF WORK, CONSTRUCTION AGREEMENT FOR STIPULATED SUM, AND/OR GENERAL CONDITIONS OF THE CONSTRUCTION AGREEMENT, WHICH VARY FROM THE INFORMATION TO BIDDERS, SHALL HAVE PRECEDENCE OVER THE INFORMATION TO BIDDERS.

**END OF SECTION A**

## **SECTION B SCOPE OF WORK**

### **B.01 SCOPE OF WORK**

The Successful Bidder shall furnish and install all materials, equipment and labor which is reasonably inferable and necessary for the proper completion of the Work specified in this IFB, whether specifically indicated in the IFB or not. This project provides for the installation of 5' concrete sidewalks in the Bayshore Gardens residential subdivision located in southwest Bradenton, Florida.

The Successful Bidder shall furnish all shop drawings, work drawings, labor, materials, equipment, tools, services and incidentals necessary to complete all Work required by these Specifications.

The Successful Bidder shall perform the Work complete, in place and ready for continuous service and shall include any repairs, replacements, and / or restoration required as a result of damages caused prior to acceptance by the County.

### **B.02 COMPLETION OF WORK**

The Work (as specified for the Base Bid) will be completed and ready for final inspection within 150 calendar days from the date the Contract Time commences to run. If funding is available, additional time of 45 calendar days shall be added for each of the Options awarded. Only one award shall be made.

### **B.03 LIQUIDATED DAMAGES**

If the successful bidder fails to achieve Substantial Completion of the Work within the Contract Time and as otherwise required by the Contract Documents, the Owner shall be entitled to retain or recover from the successful bidder, as liquidated damages and not as a penalty, the sum of \$999 per calendar day, commencing upon the first day following expiration of the Contract Time and continuing until the actual date of Substantial Completion. Such liquidated damages are hereby agreed to be a reasonable estimate of damages the Owner will incur because of delayed completion of the Work. The Owner may deduct liquidated damages as described in this paragraph from any unpaid amounts then or thereafter due the successful bidder under this Agreement. Any liquidated damages not so deducted from any unpaid amounts due the successful bidder shall be payable to the Owner at the demand of the Owner, together with interest from the date of the demand at the maximum allowable rate.

### **B.04 CONTRACT CONTINGENCY WORK**

Contract Contingency is a monetary allowance used solely at County's discretion to handle unexpected conditions as required to satisfactorily complete the Work in accordance with the FBC documents. A Field Directive must be issued by an authorized County representative to authorize use of Contract Contingency funds.

The percentage for contract contingency is listed on the Bid Form. Bidder shall enter the dollar amount for contract contingency based on the percentage of the total base bid. The total contract award will include Contract Contingency.

Appropriate uses of Contract Contingency include increases to existing bid item quantities that do not change the initial scope of Work, which may be directed by County staff; modification items not originally bid which were unforeseen yet necessary during the Work to provide a complete

Project; and unanticipated conflicts and/or design changes required during construction which are necessary to provide a complete.

Inappropriate uses of contract contingency include anything that changes the initial Scope of Work, including the Contract Sum and Contract Time, and adding bid items not previously contemplated that change the initial scope of Work.

**B.05 LICENSES AND PERMITS**

The successful Bidder shall be solely responsible for obtaining all necessary license and permit fees, including, but not limited to, all license fees, permit fees, impact fees, or inspection fees, and responsible for the costs of such fees. Successful Bidder is solely responsible for ensuring all work complies with all Federal, State, local, and County ordinances, orders, codes, laws, rules, regulations, directives, and guidelines.

**END OF SECTION B**

**SECTION C**  
**COMPLIANCE WITH FEDERAL LAWS**

**C.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 – Contractor shall 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 for Bids over \$100,000. 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 – No Contract shall be made to parties listed on the General Services Administration’s List of Parties Excluded from Federal Procurement or Non-procurement 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
- 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.

C.02 SECTION 3 CLAUSE

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

C.03 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 K, 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.).

C.04 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 document 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.

C.05 LABOR STANDARDS (PROJECTS OVER \$2,000)

The following Federal Labor Standards provisions are in effect and must be complied with by all Contractors and Subcontractors. 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 Owner 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, bidders will be notified via an Addendum with the current Federal Wage Decision.

- b. United States Department of Labor, Payroll Form WH-347 (Attached) (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; 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) (Attachment B). 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.

**END OF SECTION C**

Section D

SAMPLE

CONSTRUCTION AGREEMENT

*for*

STIPULATED SUM

*between*

MANATEE COUNTY (AS OWNER)

*and*

\_\_\_\_\_ (AS CONTRACTOR)



**CONSTRUCTION AGREEMENT FOR  
[STIPULATED SUM]  
[PROJECT NAME]**

**THIS AGREEMENT** ("Agreement") is made and entered into by and between Manatee County, a political subdivision of the State of Florida, referred to herein as "Owner", and the firm of \_\_\_\_\_, incorporated in the State of \_\_\_\_\_ and registered and licensed to do business in the State of Florida (license # \_\_\_\_\_), referred to herein as "Contractor."

**WHEREAS**, the Owner intends to construct **[PROJECT DESCRIPTION]**, the aforementioned improvements being hereinafter referred to and defined as the "Project"; and

**WHEREAS**, in response to Owner's Invitation for Bid No. \_\_\_\_\_ (the "IFB"), Contractor has submitted its Bid (the "Contractor's Bid") to provide the aforementioned construction services.

**NOW THEREFORE**, the Owner and the Contractor, in consideration of the mutual covenants hereinafter set forth, the sufficiency of which is hereby acknowledged, agree as follows:

**1. Contract Documents.** The Contract Documents consist of this Agreement and attached Exhibits, the attached General Conditions of the Construction Agreement, Supplementary Conditions (if any), Special Conditions (if any), Drawings (the titles of which are attached hereto as Exhibit A), Specifications (the titles of which are attached hereto as Exhibit B), Addenda issued prior to execution of this Agreement, the Invitation for Bid (including any Instructions to Bidders, Scope of Work, Bid Summary, Supplements, and Technical Specifications), any interpretations issued pursuant to the Invitation for Bid, the Contractor's Bid, permits, notice of intent to award, Notice to Proceed, purchase order(s), any other documents listed in this Agreement, and Modifications [to include written Amendment(s), Change Order(s), Work Directive Change(s) and Field Directive(s)] issued after execution of this Agreement. These form the Agreement, and are as fully a part of the Agreement as if attached or repeated herein. This Agreement represents the entire and integrated agreement between the parties hereto and supersedes prior negotiations, representations or agreements, either written or oral. No other documents shall be considered Contract Documents.

**2. Work.** The Contractor shall fully execute the Work described in the Contract Documents, except to the extent specifically indicated in the Contract Documents to be the responsibility of others.

**3. Date of Commencement and Substantial Completion.**

A. Date of Commencement. The date of commencement of the Work shall be the date fixed in a Notice to Proceed issued by the Owner.

B. Contract Time. The Contract Time shall be measured from the date of commencement.

C. Substantial Completion. The Contractor shall achieve Substantial Completion of the entire Work not later than \_\_\_\_ days from the date of commencement, or as follows:

**Portion of Work****Substantial Completion Date**

subject to adjustments of this Contract Time as provided in the Contract Documents.

Time is of the essence in the Contract Documents and all obligations thereunder. If the Contractor fails to achieve Substantial Completion of the Work within the Contract Time and as otherwise required by the Contract Documents, the Owner shall be entitled to retain or recover from the Contractor, as liquidated damages and not as a penalty, the sum of \$\_\_\_\_\_ per calendar day, commencing upon the first day following expiration of the Contract Time and continuing until the actual date of Substantial Completion. Such liquidated damages are hereby agreed to be a reasonable estimate of damages the Owner will incur because of delayed completion of the Work. The Owner may deduct liquidated damages as described in this paragraph from any unpaid amounts then or thereafter due the Contractor under this Agreement. Any liquidated damages not so deducted from any unpaid amounts due the Contractor shall be payable to the Owner at the demand of the Owner, together with interest from the date of the demand at the maximum allowable rate.

**4. Contract Sum.**

A. Payment. The Owner shall pay the Contractor the Contract Sum in current funds for the Contractor's performance of the Contract. The Contract Sum shall be \_\_\_\_\_ Dollars and Zero Cents (\$\_\_\_\_\_), subject to additions and deductions as provided in the Contract Documents.

B. Alternates. The Contract Sum is based upon the following alternates, if any, which are described in the Contract Documents and are hereby accepted by the Owner. *(State the numbers or other identification of accepted alternates. If decisions on other alternates are to be made by the Owner subsequent to the execution of this Agreement, attach a schedule of such other alternates showing the amount for each and the date when that amount expires.)*

C. Unit Prices. Unit prices, if any, are reflected in the Contractor's Bid.

**5. Payments.****A. Progress Payments.**

- (1) Based upon Applications for Payment submitted to the Architect/Engineer by the Contractor and Certificates for Payment issued by the Architect/Engineer, the Owner shall make progress payments on account of the Contract Sum to the Contractor as provided below and elsewhere in the Contract Documents.
- (2) The period covered by each Application for Payment shall be one calendar month ending on the last day of the month.
- (3) Payments shall be made by Owner in accordance with the requirements of Section 218.735, Florida Statutes.

- (4) Each Application for Payment shall be based on the most recent schedule of values submitted by the Contractor in accordance with the Contract Documents. The schedule of values shall allocate the entire Contract Sum among the various portions of the Work. The schedule of values shall be prepared in such form and supported by such data to substantiate its accuracy as the Architect/Engineer may require. This schedule, unless objected to by the Owner or Architect/Engineer, shall be used as a basis for reviewing the Contractor's Applications for Payment.
- (5) Applications for Payment shall indicate the percentage of completion of each portion of the Work as of the end of the period covered by the Application for Payment.
- (6) Subject to other provisions of the Contract Documents, the amount of each progress payment shall be computed as follows:
  - i. Take that portion of the Contract Sum properly allocable to completed Work as determined by multiplying the percentage completion of each portion of the Work by the share of the Contract Sum allocated to that portion of the Work in the schedule of values, less retainage of ten percent (10.00%). Pending final determination of cost to the Owner of changes in the Work, amounts not in dispute shall be included as provided in Section 3.3.B. of the General Conditions;
  - ii. Add that portion of the Contract Sum properly allocable to materials and equipment delivered and suitably stored at the site for subsequent incorporation in the completed construction (or, if approved in advance by the Owner, suitably stored off the site at a location agreed upon in writing), supported by paid receipts, less retainage of ten percent (10.00%);
  - iii. Subtract the aggregate of previous payments made by the Owner; and
  - iv. Subtract amounts, if any, for which the Architect/Engineer has withheld or nullified an Application for Payment, in whole or in part as provided in Section 3.3.C. of the General Conditions.
- (7) The progress payment amount determined in accordance with Section 5.A(6) shall be further modified under the following circumstances:
  - i. Add, upon Substantial Completion of the Work, a sum sufficient to increase the total payments to the full amount of the Contract Sum, less such amounts as the Architect/Engineer shall determine for incomplete Work, retainage applicable to such work and unsettled claims.
  - ii. Add, if final completion of the Work is thereafter materially delayed through no fault of the Contractor, any additional amounts payable in accordance with Section 3.2.B. of the General Conditions.
- (8) Reduction or limitation of retainage, if any, shall be as follows:

Notwithstanding the foregoing, upon completion of at least 50% of the Work, as determined by the Architect/Engineer and Owner, the Owner shall reduce to five percent (5%) the amount of retainage withheld from each subsequent progress payment.

- (9) Except with the Owner's prior approval, the Contractor shall not make advance payments to suppliers for materials or equipment which have not been delivered and stored at the site.

B. Final Payment. Final Payment, constituting the entire unpaid balance of the Contract Sum, shall be made by the Owner to the Contractor when:

- (1) The Contractor has fully performed the Work except for the Contractor's responsibility to correct Work as provided in Section 2.4.C. of the General Conditions, and to satisfy other requirements, if any, which extend beyond final payment; and
- (2) A final Application for Payment has been approved by the Architect/Engineer.

## **6. Termination or Suspension.**

A. Termination. The Agreement may be terminated by the Owner or the Contractor as provided in Article XIV of the General Conditions.

B. Suspension by Owner. The Work may be suspended by the Owner as provided in Article XIV of the General Conditions.

## **7. Other Provisions.**

A. Substantial Completion Defined. Substantial Completion shall be defined as provided in Article I of the General Conditions. In the event a temporary certificate of occupancy or completion is issued establishing Substantial Completion, the Contractor shall diligently pursue the issuance of a permanent certificate of occupancy or completion.

B. Project Meetings. There shall be a project meeting, at the jobsite or other location acceptable to the parties, on a regularly scheduled basis. The meeting will be attended by a representative of the Contractor, Architect/Engineer and Owner. These representatives shall be authorized to make decisions that are not otherwise contrary to the requirements of this Agreement.

C. Weather. Any rainfall, temperatures below 32 degrees Fahrenheit or winds greater than 25 m.p.h. which actually prevents Work on a given day, shall be considered lost time and an additional day added to the Contract Time, provided no work could be done on site, and provided written notice has been submitted to the Owner by the Contractor documenting same.

D. Shop Drawings; Critical Submittals. In consideration of the impact of timely review

of submittals and shop drawings on the overall progress of the Work, it is hereby agreed that the Owner shall cause his agents and design professionals to accomplish the review of any particular “critical” submittals and/or shop drawings and return same to the Contractor within fourteen (14) days.

E. Applications for Payment. Applications for Payment shall be submitted once monthly at regular intervals and shall include detailed documentation of all costs incurred.

F. Punch List. Within 30 days after obtainment of Substantial Completion, the Owner shall generate a “punch list” of all work items requiring remedial attention by the Contractor. Within 5 days thereafter the Architect/Engineer shall assign a fair value to the punch list items, which sum shall be deducted from the next scheduled progress payment to the Contractor. Upon satisfactory completion of the punch list items, as certified by the Architect/Engineer, the previously deducted sum shall be paid to the Contractor.

G. Closeout documentation. Within 30 days after obtainment of Substantial Completion and before final payment, Contractor shall gather and deliver to Owner all warranty documentation, all manufacturer’s product and warranty literature, all manuals (including parts and technical manuals), all schematics and handbooks, and all as-built drawings.

H. Governing Provisions; Conflicts. In the event of a conflict between this Agreement and the Specifications or as between the General Conditions and the Specifications, the Specifications shall govern.

I. E-Verify. The Contractor’s employment of unauthorized aliens is a violation of Section 274(e) of the Federal Immigration and Employment Act. The Contractor shall utilize the U.S. Department of Homeland Security E-Verify system to verify the employment eligibility of all new employees hired during the term of this Agreement, and shall require the same verification procedure of all Subcontractors.

**8. Insurance and Bonding.** If and to the extent required by the Invitation for Bid documents, the Contractor shall furnish insurance coverage for (but not necessarily limited to) workers’ compensation, commercial general liability, auto liability, excess liability, and builder’s risk. The Contractor shall furnish to the Owner all appropriate policies and Certificate(s) of Insurance. The Contractor shall also post a Payment and Performance Bond for the Contract Sum, within ten (\_\_\_) days following notification of intent to award, and otherwise in accordance with the Invitation for Bid documents.

**9. Independent Contractor.** The Contractor acknowledges that it is functioning as an independent contractor in performing under the terms of this Agreement, and it is not acting as an employee of the Owner.

**10. Entire Agreement.** This Agreement (inclusive of the Contract Documents incorporated herein by reference) represents the full agreement of the parties.

**11. Amendments; Waivers; Assignment.**

A. Amendments. This Agreement may be amended only pursuant to an instrument in writing that has been jointly executed by authorized representatives of the parties hereto.

B. Waivers. Neither this Agreement nor any portion of it may be modified or waived orally. However, each party (through its governing body or properly authorized officer) shall have the right,

but not the obligation, to waive, on a case-by-case basis, any right or condition herein reserved or intended for the benefit or protection of such party without being deemed or considered to have waived such right or condition for any other case, situation, or circumstance and without being deemed or considered to have waived any other right or condition. No such waiver shall be effective unless made in writing with an express and specific statement of the intent of such governing body or officer to provide such waiver.

C. Assignment. The rights and obligations of either party to this Agreement may be assigned to a third party only pursuant to a written amendment hereto.

**12. Validity.** Each of the Owner and Contractor represents and warrants to the other its respective authority to enter into this Agreement.

**13. Covenant To Defend.** Neither the validity of this Agreement nor the validity of any portion hereof may be challenged by any party hereto, and each party hereto hereby waives any right to initiate any such challenge. Furthermore, if this Agreement or any portion hereof is challenged by a third party in any judicial, administrative, or appellate proceeding (each party hereby covenanting with the other party not to initiate, encourage, foster, promote, cooperate with, or acquiesce to such challenge), the parties hereto collectively and individually agree, at their individual sole cost and expense, to defend in good faith its validity through a final judicial determination or other resolution, unless all parties mutually agree in writing not to defend such challenge or not to appeal any decision invalidating this Agreement or any portion thereof.

**14. Disclaimer of Third-Party Beneficiaries; Successors and Assigns.** This Agreement is solely for the benefit of the parties hereto, and no right, privilege, or cause of action shall by reason hereof accrue upon, to, or for the benefit of any third party. Nothing in this Agreement is intended or shall be construed to confer upon or give any person, corporation, partnership, trust, private entity, agency, or other governmental entity any right, privilege, remedy, or claim under or by reason of this Agreement or any provisions or conditions hereof. This Agreement shall be binding upon, and its benefits and advantages shall inure to, the successors and assigns of the parties hereto.

**15. Construction.**

A. Headings and Captions. The headings and captions of articles, sections, and paragraphs used in this Agreement are for convenience of reference only and are not intended to define or limit their contents, nor are they to affect the construction of or be taken into consideration in interpreting this Agreement.

B. Legal References. All references to statutory sections or chapters shall be construed to include subsequent amendments to such provisions, and to refer to the successor provision of any such provision. References to “applicable law” and “general law” shall be construed to include provisions of local, state and federal law, whether established by legislative action, administrative rule or regulation, or judicial decision.

**16. Severability.** The provisions of this Agreement are declared by the parties hereto to be severable. In the event any term or provision of this Agreement shall be held invalid by a court of competent jurisdiction, such invalid term or provision should not affect the validity of any other term or provision hereof; and all such terms and provisions hereof shall be enforceable to the fullest extent permitted by law as if such invalid term or provision had never been part of this Agreement; provided, however, if any term

or provision of this Agreement is held to be invalid due to the scope or extent thereof, then, to the extent permitted by law, such term or provision shall be automatically deemed modified in order that it may be enforced to the maximum scope and extent permitted by law.

**17. Governing Law; Venue.** This Agreement shall be governed by the laws of the State of Florida. Venue for any petition for writ of certiorari or other court action allowed by this Agreement shall be in the Circuit Court of the Twelfth Judicial Circuit in and for Manatee County, Florida.

**18. Attorney’s Fees and Costs.** In any claim dispute procedure or litigation arising from this Agreement, each party hereto shall be solely responsible for paying its attorney’s fees and costs.

**19. Notices.** All notices, comments, consents, objections, approvals, waivers, and elections under this Agreement shall be in writing and shall be given only by hand delivery for which a receipt is obtained, or certified mail, prepaid with confirmation of delivery requested, or by electronic mail with delivery confirmation. All such communications shall be addressed to the applicable addressees set forth below or as any party may otherwise designate in the manner prescribed herein.

To the Owner:

Email:

To the Contractor:

Email:

Notices, comments, consents, objections, approvals, waivers, and elections shall be deemed given when received by the party for whom such communication is intended at such party’s address herein specified, or such other physical address or email address as such party may have substituted by notice to the other.

**20. Exhibits.** Exhibits to this Agreement are as follows:

- Exhibit A—Title(s) of Drawings
- Exhibit B—Title(s) of Specifications
- Exhibit C—Affidavit of No Conflict
- Exhibit D—Certificate(s) of Insurance
- Exhibit E—Payment and Performance Bond

IFB No. 18-TA002609DC  
Bayshore Gardens Sidewalk CDBG Project

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Exhibit F—Standard Forms

- 1—Application for Payment
- 2—Certificate of Substantial Completion
- 3—Final Reconciliation / Warranty / Affidavit
- 4—Change Order

[Remainder of page intentionally left blank]



**WHEREFORE, the parties hereto have executed this Agreement as of the date last executed below.**

\_\_\_\_\_  
Name of Contractor

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

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

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

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

**MANATEE COUNTY**, a political subdivision  
of the State of Florida

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

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

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

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

## Construction Agreement

### Exhibits & Standard Forms

A. Exhibit, Attachment 1	Drawings
B. Exhibit, Attachment 2	Specifications
C. Exhibit, Attachment 3	Affidavit of No Conflict
D. Exhibit, Attachment 4	Contractor's Certificate(s) of Insurance
E. Exhibit, Attachment 5	Contractor's Payment and Performance Bond
F. Standard Form, Attachment 6	Application for Payment
G. Standard Form, Attachment 7	Contract Change Order
H. Standard Form, Attachment 8	Administrative Contract Adjustment (ACA)
I. Standard Form, Attachment 9	Certificate of Substantial Completion
J. Standard Form, Attachment 10	Final Reconciliation Warranty Period Declaration and Contractor's Affidavit
K. Standard Form, Attachment 11	Public Construction Bond

Construction Agreement  
Attachment 1  
Title(s) of Drawings  
(To be inserted prior to final execution)

<TITLE>  
PROJECT NO. XXXX

— pages

(Signed and Sealed )

Construction Agreement  
Attachment 2  
Title(s) of Specifications  
(To be inserted prior to final execution)

Contract Documents / Specifications  
For

<TITLE>  
PROJECT NO. XXXX

(Dated – pages)

Florida Department of Environmental Project  
Notification of Acceptance of Use of a General Permit  
(Permit Number: xxxxxxxxxxxx)

(Date Issued xxxxxxxx, 2017 – xx pages)

Construction Agreement  
Attachment 3  
Affidavit of No Conflict

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

STATE OF \_\_\_\_\_,

BEFORE ME, the undersigned authority, this day personally appeared, \_\_\_\_\_, a principal with full authority to bind \_\_\_\_\_ hereinafter the "Lessee"), who being first duly sworn, deposes and says:

(a) is not currently engaged or will not become engaged in any obligations, undertakings or contracts that will require the Lessee to maintain an adversarial role against the County or that will impair or influence the advice, recommendations or quality of work provided to the County; and

(b) has provided full disclosure of all potentially conflicting contractual relationships and full disclosure of contractual relationships deemed to raise a question of conflict(s); and

(c) has provided full disclosure of prior work history and qualifications that may be deemed to raise possible question of conflict(s).

Affiant makes this affidavit for the purpose of inducing County, a political subdivision of the State of Florida, to enter into this Agreement for

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Print Name

SUBSCRIBED to and sworn before me this \_\_\_\_ day of \_\_\_\_\_, 20\_\_.

[Notary Seal]

Notary Public

My commission expires: \_\_\_\_\_

\_\_\_\_\_  
Notary Signature

\_\_\_\_\_  
Print Name

\_\_\_\_\_ is Personally Known

OR Produced Identification in the form of \_\_\_\_\_  
(Type of Identification Produced)

Construction Agreement  
Attachment 4  
Contractor's Certificate(s) of Insurance  
(To be inserted prior to final execution)

Construction Agreement  
Attachment 5  
Contractor's Payment and Performance Bond  
  
(To be inserted prior to final execution)

## Attachment 6, Application for Payment

<b>APPLICATION FOR PAYMENT</b>				Request No.: _____	Project No.: _____
Project: _____				Purchase Order No.: _____	
				County Bid No.: _____	
From: _____ To: _____				Consultant: _____	

  

CONTRACT PAYMENT SUMMARY					
Original Contract Amount:					\$ -
Change Order(s):					\$ -
Change order summary:					
Number	Date Approved	Additive	Deductive		
SUBTOTALS:		\$ -	\$ -		
Net change order subtotal (Additive less Deductive):					\$ -
Current Contract Amount (CCA): (Original Amount + Change Order(s))					\$ -
	Previous Status	Total WIP			
Value of the Work in Place (WIP)	\$ -	\$ -			
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

the Amount Due this Payment shown is now due.

**NOTARY:**

**CONTRACTOR:**



State of Florida, County of \_\_\_\_\_

\_\_\_\_\_  
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 Management:

Department Head:

Payment approved by  
the

Board of County Commissioners:

Attested to by the Clerk of Circuit Court:

COUNTY PROJECT MANAGEMENT FORM PMD-1

REV OCTOBER 2011

Attachment 7, Contract Change Order

<h1 style="text-align: center;">CONTRACT CHANGE ORDER</h1> <p style="text-align: center;">(for Total Contract Adjusted Amount Greater than \$1,000,000)</p> <p><b>PROJECT:</b></p>		Change Order No.:	
		Contract Amount (Present Value)	
		Project Number:	
NO. OF ITEM	DESCRIPTION OF ITEM AND CHANGE	DECREASE	INCREASE
	<p>BY EXECUTION OF THIS CHANGE ORDER THE CONTRACTOR AGREES THAT ALL CLAIMS FOR ADDITIONAL CONTRACT TIME AND FEES FOR THE ITEMS IN THIS CHANGE ORDER HAVE BEEN SATISFIED.</p>		
		TOTAL DECREASE:	TOTAL INCREASE:
<p><b>Contractor:</b> _____</p> <p><b>Address:</b> _____</p> <p><b>City / State:</b> _____</p>		<p>THE NET CHANGE OF \$</p> <p>ADJUSTS THE CURRENT CONTRACT AMOUNT FROM</p> <p>TO</p>	
<p><b>Contractor</b></p> <p><b>Signature:</b> _____</p> <p><b>Date:</b> _____</p>		<p>_____ CALENDAR DAYS ARE ADDED TO THE SCHEDULE WHICH CHANGES THE FINAL COMPLETION DATE TO [ENTER MONTH DAY, YEAR]</p>	

<b>RECOMMENDATION, CONCURRENCES AND APPROVALS</b>		
	<b>SIGNATURES</b>	<b>DATE</b>
<b>Consultant / Engineer:</b>	_____	_____
<b>Project Manager:</b>	_____	_____
<b>Division Manager:</b>	_____	_____
<b>County Purchasing:</b>	<b>Project Management Div. Mgr</b> _____ <b>Purchasing Official</b>	_____
Authority to execute this contract per County Code, Chapter 2-26, and per the delegation by the County Administrator effective January 26, 2009		

<b>JUSTIFICATION FOR CHANGE</b>	<b>Change Order No:</b>  <b>Project Number:</b>
<b>1. NECESSITY FOR CHANGE:</b> _____ _____ _____	
<b>2. Is change an alternate bid? (If yes, explain)</b> _____ _____	
<b>3. Does change substantially alter the physical size of the project? (If yes, explain)</b> _____ _____	
<b>4 Effect of this change on other 'prime' contractors?</b> _____ _____	
<b>5 Has the Surety and insurance company been notified, if applicable? CONTRACTOR RESPONSIBILITY</b> _____	

Attachment 8, Administrative Contract Adjustment

<h2 style="margin: 0;">ADMINISTRATIVE CONTRACT ADJUSTMENT</h2>		<b>Contract Adjustment No.:</b> _____
<b>Project Name:</b> _____		<b>Contract Amount:</b> _____
		<b>Project Number:</b> _____
<b>ITEM</b>	<b>DESCRIPTION OF ITEM AND CHANGE</b>	<b>DECREASE</b>
	BY EXECUTION OF THIS ADMINISTRATIVE CONTRACT ADJUSTMENT, THE CONTRACTOR AGREES THAT ALL CLAIMS FOR ADDITIONAL CONTRACT TIME AND FEES FOR THE ITEMS IN THIS ADMINISTRATIVE CONTRACT ADJUSTMENT HAVE BEEN SATISFIED.	<b>INCREASE</b>
		<b>TOTAL DECREASE:</b>
<b>Contractor:</b> _____  <b>Address:</b> _____  <b>City/State:</b> _____  <b>Contractor Signature:</b> _____		THE NET CHANGE OF  ADJUSTS THE CURRENT CONTRACT AMOUNT FROM _____ TO _____  _____ CALENDAR DAYS ARE ADDED TO THE SCHEDULE WHICH CHANGES THE FINAL COMPLETION DATE FROM _____ TO _____

## RECOMMENDATION, CONCURRENCES AND APPROVALS

	SIGNATURES	DATE
<b>Consultant / Engineer:</b>	_____	_____
<b>Project Manager:</b>	_____	_____
<b>Division Manager:</b>	_____	_____
	Project Management Div. Mgr	
<b>Department Director / Deputy Director</b>	_____	_____
	Deputy Director, Engineering Services	

COUNTY PROJECT MANAGEMENT DIVISION FORM PMD-14

JANUARY  
2011

JUSTIFICATION FOR CHANGE	<b>Change Order No:</b>  <b>Project Number:</b>
<p><b>1. NECESSITY FOR CHANGE:</b></p> <p>_____</p> <p>_____</p>	
<p><b>2. Does this change alter the scope of work? (If yes, explain)</b></p> <p>_____</p> <p>_____</p>	
<p><b>3. It is the Contractor's responsibility to notify the bonding agency. Has the bonding agency been notified?</b></p> <p>_____</p>	

Attachment 9, Certificate of Substantial Completion

<b>CERTIFICATE OF SUBSTANTIAL COMPLETION (S.C.)</b>	<b>CHECK ONE:</b>	
	Partial	Total
Project Title:	Date Submitted:	
Contractor Data:	Project No:	
Name:		
Address:	S. C. Date (Proposed)	
City/State/Zip:		

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):

(USE CONTINUATION SHEETS IF NECESSARY)

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: \_\_\_\_\_

Contractor Signature	Date	Engineer's Approval	Date
Printed Name and Title		Printed Name and Title	

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.

ATTACH THE INSPECTOR'S FINAL WALKTHROUGH LIST OF DEFICIENCIES.

Attachment 10, Final Reconciliation Warranty Period

<b>FINAL RECONCILIATION, WARRANTY PERIOD DECLARATION AND CONTRACTOR'S AFFIDAVIT</b>	
Project Title:	Date Submitted:
Contractor Data: Name:	Project No:
Address:	Warranty (months):
City/State/Zip:	
<p>This Final Reconciliation is for the work performed for Manatee County by the above named contractor, hereinafter called CONTRACTOR, pursuant to the contract dated _____ as amended, and acts as an addendum thereto.</p> <p>It is agreed that all quantities and prices in the attached Final Pay Estimate No. _____ are correct and 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.</p> <p>It is further agreed that the warranty period for CONTRACTOR'S work pursuant to the Contract is from _____ to _____.</p> <p>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:</p> <p>CONTRACTOR has paid all social security and withholding taxes accrued in connection with the construction project.</p> <p>CONTRACTOR has paid all workers' compensation and other insurance premiums incurred in connection with this construction project.</p> <p>CONTRACTOR has paid for all required permits in connection with this construction project.</p> <p>All laborers, material, men, 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.</p> <p style="text-align: right;">_____ (Affiant Signature)</p> <p>NOTARY: State of Florida, County of _____, Sworn to (or affirmed) and subscribed before me this _____ day of _____, 20____, by _____ ( person giving notice ).</p> <p>Signature of Notary Public - State of Florida: _____ Print, Type or Stamp Commissioned Name of Notary Public: _____</p> <p>Personally Known <input type="checkbox"/> or Produced Identification <input type="checkbox"/> Type of Identification Produced _____</p>	

S:\CONSTRUCTION SERVICES\2.0MASTERFORMS\DESIGN DOCUMENTS\CONSTRUCTION DOCUMENTS\CONSTRUCTION\_CONTRACTORS  
AFFIDAVIT - FINAL RECONCILIATION - JAN2010.doc  
REVISED JAN 2010  
(Previous versions are obsolete)

Attachment 11, Public Construction Bond

**COUNTY GOVERNMENT  
PUBLIC CONSTRUCTION BOND**

BY THIS BOND, We \_\_\_\_\_, located at \_\_\_\_\_, as  
(Name of Contractor) (Address)  
Principal and \_\_\_\_\_ a corporation, whose address is  
(Name of Surety)

---

Are bound to County, a political subdivision of the State of Florida, herein called County, in the sum of \$ \_\_\_\_\_, for payment of which we bind ourselves, our heirs, personal representatives, successors, and assigns, jointly and severally.

WHEREAS, the Contractor has entered into Contract No. \_\_\_\_\_ with the County for the project titled \_\_\_\_\_, with conditions and provisions as are further described in the aforementioned Contract, which contract is by reference made a part hereof for the purposes of explaining this bond.

THE CONDITION OF THIS BOND is that Principal:

1. Performs Contract No. \_\_\_\_\_, between Principal and County for construction of \_\_\_\_\_,  
(Title of Project)  
the Contract Being made a part of this bond by reference, at the times and in the manner prescribed in the Contract; and
2. Promptly makes payments to all claimants, as defined in Section 255.05(1), Florida Statutes, supplying Principal with labor, materials, or supplies, used directly or indirectly by Principal in the prosecution of the Work provided for in the Contract; and
3. Pays County all losses, damages, expenses, costs, and attorney's fees, including appellate proceedings, that County Sustains because of a default by Principal under the Contract; and
4. Performs the guarantee of all Work and materials furnished under the Contract for the time specified in the Contract, then this bond is void; otherwise it remains in full force.

Any action instituted by a claimant under this bond for payment must be in accordance with the notice and time limitation provisions of Section 255.05(2), Florida Statutes.



Any changes in or under the Contract documents and compliance or non-compliance with any formalities connected with the Contract or the changes does not affect Surety's obligation under this bond.

DATED ON \_\_\_\_\_

CONTRACTOR AS PRINCIPAL

SURETY

\_\_\_\_\_  
Contractor Name

\_\_\_\_\_  
Surety Name

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
(Corporate Seal)

\_\_\_\_\_  
(Corporate Seal)

AGENT OR BROKER

Licensed Florida Insurance Agent?

\_\_\_\_ Yes

\_\_\_\_ No

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

\_\_\_\_\_  
License #:

\_\_\_\_\_  
Address

\_\_\_\_\_  
State of

\_\_\_\_\_  
City/State/Zip

\_\_\_\_\_  
County of

\_\_\_\_\_  
Telephone

\_\_\_\_\_  
City of

ATTACHMENT 12 COUNTY COMMUNITY DEVELOPMENT BLOCK GRANT  
CONTRACTOR AND SUBCONTRACTOR REPORT

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

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

Contractor / Subcontractor: \_\_\_\_\_  
(circle one)

Street: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

Phone: \_\_\_\_\_ FAX: \_\_\_\_\_

Email: \_\_\_\_\_

Contractor /Subcontractor IRS Identification Number: \_\_\_\_\_

Contractor/Subcontractor DUNS Number: \_\_\_\_\_

Contractor/Subcontractor Race/Ethnicity: (Circle One)

- 1 – White American;                      2 – Black American;                      3- Native American  
4 – Hispanic American;                      5- Asian/Pacific American;                      6 – Hasidic Jew

Women-Owned Business? Yes No (Circle One) If yes, attach certification

Section 3 Contractor? Yes No (Circle One)

Contracts/Subcontracts Awarded for this Project:

	Type Contract	
	Construction	Non-Construction
Total dollar amount of all contracts/subcontracts awarded		
Total dollar amount awarded to Section 3 businesses		
Percentage of the total dollar amount that was awarded to Section 3 businesses		
Total number of Section 3 businesses receiving contracts		

Employment and Training Resulting from this Project:



# ATTACHMENT 13 RECORD OF EMPLOYEE INTERVIEW

## Record of Employee Interview

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

OMB Approval No. 2501-0009  
(exp. 12/31/2013)

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"/> Medical Yes <input type="checkbox"/> No <input type="checkbox"/> Pension Yes <input type="checkbox"/> No <input type="checkbox"/>																			
4c. Pay stub? 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 [ ]																							
<table border="0"> <tr> <td></td> <td>Y</td> <td>N</td> <td></td> <td>Y</td> <td>N</td> </tr> <tr> <td>8. Are you an apprentice or trainee?</td> <td><input type="checkbox"/></td> <td><input type="checkbox"/></td> <td>10. Are you paid at least time and 1/2 for all hours worked in excess of 40 in a week?</td> <td><input type="checkbox"/></td> <td><input type="checkbox"/></td> </tr> <tr> <td>9. Are you paid for all hours worked?</td> <td><input type="checkbox"/></td> <td><input type="checkbox"/></td> <td>11. Have you ever been threatened or coerced into giving up any part of your pay?</td> <td><input type="checkbox"/></td> <td><input type="checkbox"/></td> </tr> </table>							Y	N		Y	N	8. Are you an apprentice or trainee?	<input type="checkbox"/>	<input type="checkbox"/>	10. Are you paid at least time and 1/2 for all hours worked in excess of 40 in a week?	<input type="checkbox"/>	<input type="checkbox"/>	9. Are you paid for all hours worked?	<input type="checkbox"/>	<input type="checkbox"/>	11. Have you ever been threatened or coerced into giving up any part of your pay?	<input type="checkbox"/>	<input type="checkbox"/>
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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)

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**Part II: Contracts Awarded**

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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.

**PAYROLL**  
(For Contractor's Optional Use; See Instructions, Form WH-347 inst.)

REMOVE THE CURTAIN ROD FROM ☐

ON SUBSCRIPTION ☐

Accepted: 2003

This April 2008  
 OMB No.: 1215-0145  
 Expires: 04/30/2009

ONE TECHNOLOGY

FROM WILSON, ENOCHS

#### Product and Location

PRODUCT OR COMPANY NAME

[illegible]

The Employee Aid (42 U.S.C. 3410) has provisions for accommodation, promoting work on flexible methods, and for contract construction over 60 days. It expressly states a contract with a contractor will be awarded by the project and each employee during the preceding week. U.S. Department of Labor (DOL) Regulation 29 C.F.R. Part 1601.23(a) requires contractors to submit weekly a copy of all projects in the Field of agency contracting for a listing for the construction period accompanied by a report "Statement of Contractor" indicating that the projects are correct and complete and that each laborer or merchant has been paid at least twice the project. (Leave taken previously might also be for the work performed.) Compliance with these requirements is mandatory. DOL and local contracting agencies receiving this information review the information to determine that employees have received legally required wages and fringe benefits.

We assume that a well-timed survey is necessary to complete the collection of information, including time for reviewing individual, searching existing data bases, gathering and analyzing the data received, and completing the collection of information. A labor survey has differentiating these activities or any other aspect of this collection of information, including suggestions for reducing this burden, sent them to the Administrative Wage and Hour Division, U.S. Department of Labor, Bureau of Labor Statistics, 200 Constitution Avenue, N.W., Washington, D.C. 20220.

ATTACHMENT 16 GENERAL DECISION NO. FL21060218

General Decision Number: FL170218 01/06/2017 FL218

Superseded General Decision Number: FL20160218

State: Florida

Construction Type: Highway

County: County in Florida.

HIGHWAY CONSTRUCTION PROJECTS

Note: Under Executive Order (EO) 13658, an hourly minimum wage of \$10.20 for calendar year 2017 applies to all contracts subject to the Davis-Bacon Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2015. If this contract is covered by the EO, the contractor must pay all workers in any classification listed on this wage determination at least \$10.20 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract in calendar year 2017. The EO minimum wage rate will be adjusted annually. Additional information on contractor requirements and worker protections under the EO is available at [www.dol.gov/whd/govcontracts](http://www.dol.gov/whd/govcontracts).

Modification Number    Publication Date  
0                      01/06/2017

\* SUFL2013-036 08/19/2013

	Rates	Fringes
CARPENTER, Includes Form Work	\$ 8.00	0.00
CEMENT MASON/CONCRETE FINISHER	\$ 13.89	0.00
ELECTRICIAN	\$ 21.80	0.00
HIGHWAY/PARKING LOT STRIPING: Operator (Striping Machine)	\$ 16.79	0.00
HIGHWAY/PARKING LOT STRIPING: Painter	\$ 12.13	0.00



INSTALLER – GUARDRAIL	\$ 11.94	0.28
IRONWORKER, ORNAMENTAL	\$ 13.48	0.00
IRONWORKER, REINFORCING	\$ 16.39	0.00
IRONWORKER, STRUCTURAL	\$ 16.42	0.00
LABORER (Traffic Control Specialist)	\$ 13.19	2.11
LABORER: Asphalt, Includes Raker, Shoveler, Spreader and Distributor	\$ 13.89	0.00
LABORER: Common or General	\$ 10.87	0.00
LABORER: Flagger	\$ 11.77	0.00
LABORER: Grade Checker	\$ 15.00	0.00
LABORER: Mason Tender - Cement/Concrete	\$ 12.93	0.00
LABORER: Pipelayer	\$ 13.95	0.00
OPERATOR: Backhoe/Excavator/Trackhoe	\$ 14.81	0.00
OPERATOR: Bobcat/Skid Steer/Skid Loader	\$ 12.88	0.00
OPERATOR: Broom/Sweeper	\$ 13.69	0.00
OPERATOR: Bulldozer	\$ 16.79	0.00
OPERATOR: Concrete Finishing Machine	\$ 15.44	0.00
OPERATOR: Crane	\$ 21.69	0.00
OPERATOR: Curb Machine	\$ 19.67	0.00
OPERATOR: Drill	\$ 14.78	0.00
OPERATOR: Forklift	\$ 12.58	0.00
OPERATOR: Gradall	\$ 14.71	0.00

OPERATOR: Grader/Blade	\$ 18.04	0.00
OPERATOR: Loader	\$ 14.51	0.00
OPERATOR: Mechanic	\$ 19.49	0.00
OPERATOR: Milling Machine	\$ 16.09	0.00
OPERATOR: Oiler	\$ 17.31	0.00
OPERATOR: Paver (Asphalt, Aggregate, and Concrete)	\$ 18.32	0.00
OPERATOR: Piledriver	\$ 17.23	0.00
OPERATOR: Post Driver (Guardrail/Fences)	\$ 19.35	0.00
OPERATOR: Roller	\$ 13.79	0.00
OPERATOR: Scraper	\$ 11.74	0.00
OPERATOR: Screed	\$ 16.74	0.00
OPERATOR: Tractor	\$ 12.89	0.00
OPERATOR: Trencher	\$ 16.07	0.66
PAINTER: Spray	\$ 16.38	0.00
TRUCK DRIVER: Dump Truck	\$ 14.22	0.00
TRUCK DRIVER: Flatbed Truck	\$ 14.13	0.00
TRUCK DRIVER: Lowboy Truck	\$ 18.29	0.00
TRUCK DRIVER: Slurry Truck	\$ 11.96	0.00
TRUCK DRIVER: Water Truck	\$ 14.88	0.00

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

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Note: Executive Order (EO) 13706, Establishing Paid Sick Leave

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

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

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

#### Union Rate Identifiers

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

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

#### Survey Rate Identifiers

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

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

## Union Average Rate Identifiers

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

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

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## WAGE DETERMINATION APPEALS PROCESS

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

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

On survey related matters, initial contact, including requests for summaries of surveys, should be with the Wage and Hour 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.

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

**EXHIBIT 1**  
**TECHNICAL SPECIFICATIONS**

**Exhibit 2**  
**PLAN SET / DRAWINGS**

**EXHIBIT 3**  
**INSURANCE AND BONDING REQUIREMENTS**

**INSURANCE REQUIREMENTS**

Work under the resulting Agreement cannot commence until all insurance coverages indicated herein have been obtained. The cost for insurance coverages is the sole responsibility of successful Bidder. The Successful Bidder shall obtain and submit to the Procurement Division within ten (10) calendar days from the date of notice of intent to award, proof the following minimum amounts of insurance on a standard ACORD form (inclusive of any amounts provided by an umbrella or excess policy):

STANDARD INSURANCES	REQUIRED LIMITS
<b>1. <input checked="" type="checkbox"/> Automobile Liability:</b>	Coverage must be afforded under a per occurrence policy form including coverage for all owned, hired and non-owned vehicles. \$ <u>2,000,000</u> combined single limit; OR \$ <u>1,000,000</u> bodily injury and \$ <u>1,000,000</u> property damage. \$10,000 Personal Injury Protection (No Fault) \$ _____ Hired, Non-Owned Liability \$10,000 Medical Payments. <i>This policy shall contain severability of interests' provisions.</i>
<b>2. <input checked="" type="checkbox"/> Commercial General Liability: (Occurrence Form - patterned after the current ISO form)</b>	Coverage shall be afforded under a per occurrence policy form. \$ <u>2,000,000</u> single limit per occurrence; \$ <u>4,000,000</u> aggregate \$ _____ Products/Completed Operations Aggregate \$ <u>1,000,000</u> Personal and Advertising Injury Liability \$ <u>100,000</u> Fire Damage Liability \$ <u>10,000</u> Medical Expense, and \$ _____ Third Party Property Damage. \$ _____ Project Specific Aggregate (Required on projects valued at over \$10,000,000) <i>This policy shall contain severability of interests' provisions.</i>
<b>3. <input checked="" type="checkbox"/> Employer's Liability</b>	\$ <u>100,000</u> each accident \$ _____ disease each employee \$ _____ disease policy limit
<b>4. <input checked="" type="checkbox"/> Worker's Compensation</b> <input type="checkbox"/> US Longshoremen & Harbor Workers Act coverage <input type="checkbox"/> Jones Act coverage	Statutory Limits of Chapter 440, Florida Statutes, and all Federal Government Statutory Limits & Requirements.  If any operations are to be undertaken on or about navigable waters, coverage must be included for the US Longshoremen & Harbor Workers Act and Jones Act.



	<p><u>Note:</u> Should 'leased employees' be retained for any part of the project or service, the employee leasing agency shall provide evidence of workers' compensation coverage and employee liability coverage for all personnel on the worksite and in compliance with the above requirements.</p> <p><u>Note:</u> Workers' compensation coverage is a firm requirement. Elective exemptions are considered on a case-by-case basis and are approved in a very limited number of instances.</p>
<b>OTHER INSURANCES</b>	<b>REQUIRED LIMITS</b>
5. <input type="checkbox"/> <b>Aircraft Liability</b>	<p>\$ _____ per occurrence</p> <p>Coverage shall be carried in limits of not less than \$5,000,000 each occurrence if applicable to the completion of the services under this Agreement.</p>
6. <input type="checkbox"/> <b>Installation Floater</b>	<p>If the resulting Agreement <b>does not</b> include construction of or additions to above ground building or structures, but does involve the installation of machinery or equipment, Successful Bidder shall provide an "<b>Installation Floater</b>" with the minimum amount of insurance to be 100% of the value of such addition(s), building(s), or structure(s).</p>
7. <input type="checkbox"/> <b>Pollution Liability</b>	<p>\$ _____ per occurrence</p>
8. <input type="checkbox"/> <b>Professional Liability and/or Errors and Omissions (E&amp;O) Liability</b>	<p>Professional (E&amp;O) Liability shall be afforded for the Bodily Injury and Property Damage for not less than \$_____ Each Claim, \$1,000,000 Policy Aggregate.</p>

<p>9. <input checked="" type="checkbox"/> <b>Builder's Risk Insurance</b></p>	<p>When this contract or agreement includes the construction of roadways and/or the addition of a permanent structure or building, including the installation of machinery and/or equipment, the following insurance coverage must be afforded:</p> <p>Coverage Form: Completed Value, All Risk (Roadways/Buildings and Machinery/Equipment) in an amount equal to 100% of the value upon completion or the value of the equipment to be installed.</p> <p>Coverage should include, but not be limited to, storage and transport of materials, equipment, supplies of any kind whatsoever to be used on or incidental to the project, theft coverage, and Waiver of Occupancy Clause Endorsement, where applicable.</p> <p>The policy shall not carry a self-insured retention/deductible greater than \$<u>10,000</u>.</p>
<p>10. <input type="checkbox"/> <b>Cyber Liability</b></p>	<p>Coverage must comply with Florida Statute 501.171 and must be afforded under a per occurrence policy form for limits not less than</p> <p>\$_____ Security Breach Liability</p> <p>\$_____ Security Breach Expense (each occurrence)</p> <p>\$_____ Security Breach Expense (aggregate)</p> <p>\$_____ Replacement or Restoration of Electronic Data</p> <p>\$_____ Extortion Threats</p> <p>\$_____ Business Income and Extra Expense</p> <p>\$_____ Public Relations Expense</p> <p>The policy must not carry a self-insured retention/deductible greater than \$_____.</p>
<p>11. <input type="checkbox"/> <b>Hazardous Materials Insurances (as noted)</b></p>	<p>Hazardous materials include all materials and substances that are currently designated or defined as hazardous by Florida or Federal law or rules of regulations.</p> <p><input type="checkbox"/> <b>Pollution Liability</b></p> <p>Coverage must be afforded under a per occurrence policy form for limits not less than the value of the contract, subject to a \$_____ minimum, for Bodily Injury and Property Damage to include sudden and gradual release, each claim and aggregate.</p>

	<p><input type="checkbox"/> <b><i>Asbestos Liability (If handling within scope of Contract)</i></b></p> <p>Coverage must be afforded under a per occurrence policy form for limits not less than the value of the contract, subject to a \$_____ minimum, for Bodily Injury and Property Damage to include sudden and gradual release, each claim and aggregate.</p> <p><input type="checkbox"/> <b><i>Disposal</i></b></p> <p>Coverage must be afforded under a per occurrence policy form for limits not less than the value of the contract, subject to a \$_____ minimum, for Liability for Sudden and Accidental Occurrences, each claim and an aggregate and not less than the value of the contract, subject to a \$_____ minimum, for Liability for Non-Sudden Occurrences, each claim and aggregate.</p> <p><input type="checkbox"/> <b><i>Hazardous Waste Transportation Insurance</i></b></p> <p>Coverage must be afforded under a per occurrence policy form for limits not less than the value of the contract, subject to a \$_____ minimum, per accident.</p> <p>The Successful Bidder shall designate the hauler and have the hauler furnish a Certificate of Insurance for Automobile Liability Insurance with Endorsement MCS-90 for liability arising out of the transportation of hazardous materials.</p> <p>The Successful Bidder must also provide the EPA Identification Number.</p>
<p>12. <input type="checkbox"/> <b>Liquor Liability</b></p>	<p>Coverage must be afforded under a per occurrence policy form for limits not less than</p> <p>\$_____ Each Occurrence and Aggregate.</p>

13. <input type="checkbox"/> <b>Garage Keeper's Liability</b>	<p>Coverage shall be required if the maintenance, servicing, cleaning or repairing of any County motor vehicles is inherent or implied within the provision of the contract.</p> <p>Coverage must be afforded under a per occurrence policy form for limits not less than equal to the full replacement value of the lot or garage</p>
14. <input type="checkbox"/> <b>Bailee's Customer</b>	<p>Coverage must be afforded under a per occurrence policy form for limits not less than equal to the full replacement value of the lot or garage.</p>
15. <input type="checkbox"/> <b>Watercraft</b>	<p>\$_____ per occurrence</p>

#### BOND REQUIREMENTS

1. <input checked="" type="checkbox"/> <b>Bid Bond</b>	<p><b>A construction project over \$150,000</b> requires a Bid Bond in the amount of 5% of the total bid offer. Bid bond shall be submitted with the sealed bid and shall include project name, location, and / or address and project number.</p> <p>In lieu of the bond, the bidder may file an alternative form of security in the amount of 5% of the total bid price/offer, in the form of a money order, a certified check, a cashier's check, or an irrevocable letter of credit issued to County.</p>
2. <input checked="" type="checkbox"/> <b>Payment and Performance Bond</b>	<p><b>A construction project over \$150,000</b> requires a Payment and Performance Bond be submitted by Successful Bidder for 100% of the award amount. Contractor shall present the Performance and Payment Bond to County within ten (10) calendar days of issuance of the Notice of Intent to Award.</p>
3. <input type="checkbox"/> <b>Construction Bond</b>	<p>For construction projects to protect against an adverse event that causes disruptions, failure to complete the project, or failure to meet the contract specifications in an amount of \$</p>

Approved by Risk: \_\_\_\_\_

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

## INSURANCE REQUIREMENTS

### A. THE POLICIES ABOVE ARE TO CONTAIN, OR BE ENDORSED TO CONTAIN, THE FOLLOWING PROVISIONS:

#### 1. Commercial General Liability and Automobile Liability Coverages

- a. **“County, a Political Subdivision of the State of Florida,” is to be named as an Additional Insured in respect to:** Liability arising out of activities performed by or on behalf of the Successful Bidder, his agents, representatives, and employees; products and completed operations of the Successful Bidder; or automobiles owned, leased, hired or borrowed by the Successful Bidder. The coverage shall contain no special limitation(s) on the scope of protection afforded to the County, its officials, employees or volunteers.

In addition to furnishing a Certificate of Insurance, the Successful Bidder shall provide the endorsement that evidences County being listed as an Additional Insured. This can be done in one of two ways: (1) an endorsement can be issued that specifically lists “County, a Political Subdivision of the State of Florida,” as Additional Insured; or, (2) an endorsement can be issued that states that all Certificate Holders are Additional Insured with respect to the policy.

- b. The Successful Bidder's insurance coverage shall be primary insurance with respect to the County, its officials, employees and volunteers. Any insurance or self-insurance maintained by the County, its officials, employees or volunteers shall be excess of Successful Bidder's insurance and shall be non-contributory.
- c. The insurance policies must be on an occurrence form.

#### 2. Workers' Compensation and Employers' Liability Coverages

The insurer shall agree to waive all rights of subrogation against the County, its officials, employees and volunteers for losses arising from work performed by the Successful Bidder for the County.

### B. GENERAL INSURANCE PROVISIONS APPLICABLE TO ALL POLICIES:

1. Prior to the execution of contract, or issuance of a Purchase Order, and then annually upon the anniversary date(s) of the insurance policy's renewal date(s) for as long as this contract remains in effect, Successful Bidder shall furnish the County with a Certificate(s) of Insurance (using an industry accepted certificate form, signed by the Issuer, with applicable endorsements, and containing the solicitation or contract number, and title or description) evidencing the coverage set forth above and naming “County, a Political Subdivision of the State of Florida” as an Additional Insured on the applicable coverage(s) set forth above.
2. If the policy contains an aggregate limit, confirmation is needed in writing (letter, email, etc.) that the aggregate limit has not been eroded to procurement representative when supplying Certificate of Insurance.

In addition, when requested in writing from the County, Successful Bidder will provide the County with a certified copy of all applicable policies. The address where such certificates and certified policies shall be sent or delivered is as follows:

**County, a Political Subdivision of the State of Florida**  
**Attn: Risk Management Division**  
**1112 Manatee Avenue West, Suite 969**  
**Bradenton, FL 34205**

3. The project's solicitation number and title shall be listed on each certificate.
  4. Successful Bidder shall provide thirty (30) days written notice to the Risk Manager of any cancellation, non-renewal, termination, material change, or reduction in coverage of any insurance policies to procurement representative including solicitation number and title with all notices.
  5. Successful Bidder agrees that should at any time Successful Bidder fail to meet or maintain the required insurance coverage(s) as set forth herein, the County may terminate this contract.
  6. The Successful Bidder waives all subrogation rights against County, a Political Subdivision of the State of Florida, for all losses or damages which occur during the contract and for any events occurring during the contract period, whether the suit is brought during the contract period or not.
  7. The Successful Bidder has sole responsibility for all insurance premiums and policy deductibles.
  8. It is the Successful Bidder's responsibility to ensure that his agents, representatives and subcontractors comply with the insurance requirements set forth herein. Successful Bidder shall include his agents, representatives, and subcontractors working on the project or at the worksite as insured under its policies, or Successful Bidder shall furnish separate certificates and endorsements for each agent, representative, and subcontractor working on the project or at the worksite. All coverages for agents, representatives, and subcontractors shall be subject to all of the requirements set forth to the procurement representative.
  9. All required insurance policies must be written with a carrier having a minimum A.M. Best rating of A- FSC VII or better. In addition, the County has the right to review the Successful Bidder's deductible or self-insured retention and to require that it be reduced or eliminated.
- C.** Successful Bidder understands and agrees that the stipulated limits of coverage listed herein in this insurance section shall not be construed as a limitation of any potential liability to the County, or to others, and the County's failure to request evidence of this insurance coverage shall not be construed as a waiver of Successful Bidder's obligation to provide and maintain the insurance coverage specified.
- D.** The enclosed Hold Harmless Agreement shall be signed by the Successful Bidder and shall become a part of the contract.

- E. Successful Bidder understands and agrees that the County does not waive its immunity and nothing herein shall be interpreted as a waiver of the County's rights, including the limitation of waiver of immunity, as set forth in Florida Statutes 768.28, or any other statutes, and the County expressly reserves these rights to the full extent allowed by law.
- F. No award shall be made until the Procurement Division has received the Certificate of Insurance and Hold Harmless Agreement in accordance with this section.

### **BONDING REQUIREMENTS**

**G. Bid Bond/Certified Check.** By submitting a bid, the bidder agrees should its bid be accepted, **to execute the form of Agreement and present the same to County for approval within ten (10) calendar days after notice of intent to award.** The bidder further agrees that failure to execute and deliver said form of Agreement **within ten (10) calendar days** will result in damages to 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 an Agreement, as prescribed by County, the bid bond/certified check accompanying the bid shall be forfeited to County as agreed liquidated damages. If County enters into an agreement with a bidder, or if County rejects any and/or all bids, accompanying bond will be promptly returned.

**H. Payment and Performance Bonds.** Prior to commencing work, the Successful Bidder shall obtain, for the benefit of and directed to County, a Payment and Performance Bond satisfying the requirements of Section 255.05, Florida Statutes, covering the faithful performance by the Successful Bidder of its obligation under the Contract Documents, including but not limited to the construction of the project on the project site and the payment and obligations arising thereunder, including all payments to Subcontractors, laborers, and materialmen. The surety selected by the Successful Bidder to provide the Payment and Performance Bond shall be approved by County prior to issuance of such Bond, which approval shall not be unreasonably withheld or delayed provided that surety is rated A- or better by Best's Key Guide, latest edition.

Failure to provide the required bonds on the prescribed form may result in Successful Bidder being deemed nonresponsive. Bonds must be in the form prescribed in Section 255.05, Florida Statutes, and must not contain notice, demand or other terms and conditions, including informal pre-claim meetings, not provided for in Section 255.05, Florida Statutes.

Bonds shall be in an amount equal to 100% of the contract price issued by a duly authorized and nationally recognized surety company, authorized to do business in the State of Florida, satisfactory to County. Surety shall be rated as "A-" or better by Best's Key Guide, latest edition. The attorney-in-fact who signs the bonds must file with the bonds, a certificate and effective dated copy of power-of-attorney. Payment and Performance Bonds shall be issued to County, a political subdivision of the State of Florida, **within ten (10) calendar days after issuance of notice of intent to award.**

In addition, pursuant to Section 255.05(1)(b), Florida Statutes, prior to commencing work, the Successful Bidder shall be responsible and bear all costs associated to record the Payment and Performance Bond with the County Clerk of the Circuit Court. A certified copy of said recording shall be furnished to the Procurement Division upon filing. Pursuant to Section 255.05(1)(b), Florida Statutes, County will make no payment to the Successful Bidder until the Successful Bidder has complied with this paragraph.

Furnishing Payment and Performance Bonds shall be requisite to execution of an Agreement with County. Said Payment and Performance Bonds will remain in force for the duration of the Agreement with the premiums paid by the Successful Bidder. Failure of the Successful Bidder to execute such Agreement and to supply the required bonds shall be just cause for cancellation of the award. County may then contract with the next lowest, responsive and responsible bidder or re-advertise this IFB.

Failure of County at any time to require performance by the Successful Bidder of any provisions set out in the resulting Agreement will in no way affect the right of County, thereafter, to enforce those provisions.

[Remainder of page intentionally left blank]



## APPENDIX A, BIDDER'S QUESTIONNAIRE

Bidder must fully complete and return this form with its Bid. Bidder warrants the truth and accuracy of all statements and answers herein contained. (Attach additional pages if necessary.)

1. Contact Information:

FEIN #: \_\_\_\_\_

License #: \_\_\_\_\_

License Issued to: \_\_\_\_\_

Date License Issued (MM/DD/YR): \_\_\_\_\_

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

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

City: \_\_\_\_\_ State of Incorporation: \_\_\_\_\_ Zip Code: \_\_\_\_\_

Phone Number: ( ) \_\_\_\_\_ Fax Number: ( ) \_\_\_\_\_

Email address: \_\_\_\_\_

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 ventures' and the same if any venture are a corporation for each such corporation, partnership, or joint venture:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

4. Your organization has been in business (under this firm's name) as a

\_\_\_\_\_

5. Is this firm in bankruptcy? ☐ Yes ☐ No If yes, give a brief summary of the type of bankruptcy when it was filed. \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_

6. Attach a list of projects where the specific type of work identified in this IFB was performed.

BIDDER: \_\_\_\_\_

7. Is this firm currently contemplating or in litigation? Provide summary details.

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8. 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.

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9. Have you ever failed to complete Work awarded to you? Or failed to complete projects within contract time? If so, state when, where (contact name, address, phone number) and why.

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10. Have you ever been debarred or prohibited from providing a bid to a governmental entity? If yes, name the entity and describe the circumstances.

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11. Will you subcontract any part of this Work? If so, describe which portion(s) and to whom.

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12. If any, list MBE/DBE/SEC3 (with Agreement amount) to be utilized:

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BIDDER: \_\_\_\_\_

13. What equipment do you own to accomplish this Work? (A listing may be attached)

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14. What equipment will you purchase/rent for the Work? (Specify which)

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15. Pipe Bursting Qualifications: The Contractor shall be certified by the manufacturer of the pipe bursting system that they are a fully trained licensed installer of the manufacturer's pipe bursting system. Contractor shall provide a letter to the County documenting this requirement. (Reference: Specification Section 02619A, Pipe Bursting (PB) of Existing Mains).

16. Provide the following regarding the surety which is providing Bidder's bond(s):

Surety's Name: \_\_\_\_\_

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

\_\_\_\_\_

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

Agent's Name: \_\_\_\_\_

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

\_\_\_\_\_

Phone: \_\_\_\_\_

Email: \_\_\_\_\_

\_\_\_\_\_

17. Confirm if Bidder has an environmental sustainability initiative as defined in Section A.40.

☐ Yes ☐ No

BIDDER: \_\_\_\_\_

18. If yes, submit a brief summary (2-3 paragraphs) of the environmental sustainability initiative. Is Bidder a local business as defined in Section A.38, Local Preference?

☐ Yes

☐ No

If yes, by signing below Bidder certifies that for at least six months prior to the advertisement date of this IFB it has maintained a physical place of business in Manatee, Desoto, Hardee, Hillsborough, Pinellas or Sarasota counties with at least one full-time employee at that location.

BY: \_\_\_\_\_

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

Title/Date: \_\_\_\_\_

Physical Address of Qualifying Local Location: \_\_\_\_\_

\_\_\_\_\_

Name of Qualifying Employee at Local Location: \_\_\_\_\_

**APPENDIX B, ENVIRONMENTAL CRIMES CERTIFICATION**  
SWORN STATEMENT PURSUANT TO ARTICLE V,  
COUNTY PROCUREMENT CODE

**Bidder must fully complete and return this form with its Bid. 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 County Board of County Commissioners by

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[Print individual's name and title]

\_\_\_\_ for \_\_\_\_\_ [Print name of entity submitting sworn statement]

whose business address is

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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 an Owner's Agreement for public improvements, procurement of goods or services (including professional services) or an Owner's lease, franchise, concession or management agreement, or shall receive a grant of Owner's monies unless such person or entity has submitted a written certification to Owner that it has not:

(1) been convicted of bribery or attempting to bribe a public officer or employee of 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 Owner's Purchasing Official, 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 an 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.

(Continued)

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

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

\_\_\_\_\_  
[Signature]

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

Sworn to and subscribed before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_ by \_\_\_\_\_

Who is personally known / has produced \_\_\_\_\_ as identification  
[Type of identification]

My commission expires \_\_\_\_\_

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

\_\_\_\_\_  
[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.

## APPENDIX C, FLORIDA TRENCH SAFETY ACT

**Bidder must fully complete and return this form with its Bid. This form must be signed in the presence of a notary public or by an officer authorized to administer oaths.**

1. This Sworn Statement is submitted with **IFB NO. 18-TA002609DC Bayshore Gardens Sidewalk CDBG Project**
2. This Sworn Statement is submitted by \_\_\_\_\_ 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 \_\_\_\_\_.
3. Name of individual signing this Sworn Statement is: \_\_\_\_\_, Whose relationship to the above entity is: \_\_\_\_\_.
4. The Trench Safety Standards that will be in effect during the construction of this project shall include, but are not limited to: Laws of Florida, Chapters 90-96, TRENCH SAFETY ACT, and OSHA RULES AND REGULATIONS 29 CFR 1926.650 Subpart P, effective October 1, 1990.
5. The undersigned assures that the entity will comply with the applicable Trench Safety Standards and agrees to indemnify and hold harmless Owner and Engineer, and any of their agents or employees from any claims arising from the failure to comply with said standard.

6. The undersigned has appropriated the following costs for compliance with the applicable standards:

Trench Safety Measure (Description)	Units of Measure (LF, SY)	Unit Quantity	Unit Cost	Extended Cost
a. _____	_____	_____	\$ _____	_____
b. _____	_____	_____	\$ _____	_____
c. _____	_____	_____	\$ _____	_____
d. _____	_____	_____	\$ _____	_____

7. The undersigned intends to comply with these standards by instituting the following procedures:

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THE UNDERSIGNED, in submitting this bid, represents that they have reviewed and considered all available geotechnical information and made such other investigations and tests as they may deem necessary to adequately design the trench safety system(s) to be utilized on this project.

\_\_\_\_\_  
(Authorized signature / Title)

SWORN to and subscribed before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

**(Impress official seal)**

Notary Public, State of Florida: \_\_\_\_\_

My commission expires: \_\_\_\_\_

## APPENDIX D, SCRUTINIZED COMPANY CERTIFICATION

IFB No. 18-TA002609DC  
Bayshore Gardens Sidewalk CDBG Project

This certification is required pursuant to Florida State Statute Section 287.135.

As of July 1, 2011, a company that, at the time of bidding or submitting a proposal for a new contract or renewal of an existing contract, is on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List is ineligible for, and may not bid on, submit a proposal for, or enter into or renew a contract with an agency or local governmental entity for goods or services of \$1 million or more.

**Bidder must fully complete and return this form with its Bid.**

Company \_\_\_\_\_ FID or EIN No. \_\_\_\_\_

Address \_\_\_\_\_

City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_

I, \_\_\_\_\_, as a representative of \_\_\_\_\_  
certify and affirm that this company is not on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Title

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

\_\_\_\_\_  
Date



**APPENDIX E, INDEMNITY AND HOLD HARMLESS  
COUNTY, A POLITICAL SUBDIVISION OF THE STATE OF FLORIDA**

**Bidder must fully complete and return this form with its Bid.**

Bidder shall defend, indemnify and hold harmless the County and all of the County's officers, agents, employees, and volunteers from and against all claims, liability, loss and expense, including reasonable costs, collection expenses, attorneys' fees, and court costs which may arise because of the negligence (whether active or passive), misconduct, or other fault, in whole or in part (whether joint, concurrent, or contributing), of Respondent, its officers, employees, representatives and agents in performance or non-performance of its obligations under the Contract/Agreement. Bidder recognizes the broad nature of this indemnification and hold harmless clause, as well as the provision of a legal defense to the County when necessary, and voluntarily makes this covenant and expressly acknowledges the receipt of such good and valuable consideration provided by the County in support of these indemnification, legal defense and hold harmless contractual obligations in accordance with the laws of the State of Florida. This clause shall survive the termination of this Contract/Agreement. Compliance with any insurance requirements required elsewhere within this Contract/Agreement shall not relieve Bidder of its liability and obligation to defend, hold harmless and indemnify the County as set forth in this article of the Contract/Agreement.

Nothing herein shall be construed to extend the County's liability beyond that provided in section 768.28, Florida Statutes.

<b>PROJECT NUMBER AND/OR NAME</b>	
<b>INSURANCE AGENT</b>	
<b>RESPONDENT SIGNATURE</b>	<b>DATE</b>

Acknowledgement:

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

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_,  
20\_\_\_\_ by \_\_\_\_\_ [FULL LEGAL NAME], who is  
personally known to me / has produced \_\_\_\_\_ as identification.

Notary Signature \_\_\_\_\_

Print Name \_\_\_\_\_

## APPENDIX F, DRUG FREE WORKPLACE CERTIFICATION

**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 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 Attachment A (Cont'd.)
  - (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 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 subsection 3-101(7)(B); 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 subsection 3-101(7)(B).

\_\_\_\_\_  
[Signature]

STATE OF FLORIDA

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

Sworn to and subscribed before me this \_\_\_\_\_ day of \_\_\_\_\_, 201\_\_ 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.

## **APPENDIX G, MINIMUM QUALIFICATIONS**

Bidders must submit the information and documentation requested in this Attachment that confirms Bidder meets the following minimum qualification requirement(s):

1. Must have been registered with the State of Florida, Division of Corporations to do business in Florida for the past three years, since December 1, 2015.

**No documentation is required. The County will verify registration.**

2. Bidder, or its representative(s), has made an inspection of the construction site for work specified in this ITBC on or after the date of advertisement of this ITBC and prior to the Due Date and Time.

**If a mandatory site visit is required for this IFB, Bidder must submit a statement on company letterhead and signed by an authorized official of Bidder that Bidder or its representative(s) has made an inspection of the construction site, listing the date of the inspection and the individuals, by name, who conducted the inspection.**

3. Must have possessed a General Contractor's license issued by the Florida Department of Business and Professional Regulation or be registered as a Florida Department of Transportation (FDOT) Prequalified Contractor in work classified as Sidewalk for a period of at least three (3) consecutive years since December 1, 2014. License must be current and valid through the Due Date for submission of bids for this IFB.

**Provide a copy of Bidder's General Contractor's license issued by the Florida Department of Business and Professional Regulation and documentation confirming Bidder has been licensed and/or certified for the period of December 1, 2014 through the Due Date for submission of Bids for this IFB.**

4. Bidder has provided sidewalk construction for at least three (3) clients since December 1, 2014.

**Provide the following information for the three (3) qualifying clients.**

- a) Name of client
- b) Location (City/State)
- c) Client contact name
- d) Contact phone
- e) Contact email
- f) Service dates (Start/End)

5. If Bidder is submitting as a joint venture must file the required documents with the Florida Department of Business and Professional Regulation as required by Florida Statute Section 489.119, prior to the Due Date and Time.

**If Bidder is a joint venture, provide a copy of Bidder's approved filing with the Florida Department of Business and Professional Regulation. If Bidder is not a joint venture, provide a statement to that effect.**

6. Bidder has no reported conflict of interests in relation to this IFB.

**Disclose the name of any officer, director or agent who is also an employee of the County. Disclose the name of any County employee who owns, directly or indirectly, any interest in the Bidder's firm or any of its branches. If no conflicts of interests are present, Bidder must submit a statement to that effect.**

7. Bidder has inspected the work site located at Bayshore Gardens prior to submission of its Bid.

**Provide a statement on company letterhead and signed by an authorized official of Bidder confirming the individual making the inspection, the address of the location inspected, and the date the inspection was conducted.**

8. Bidder submitted a Bid Bond in the amount of 5% percent of the total bid price.

**No additional documentation is required. The County will verify submission.**

9. All prime contractors identified in the Bid response must be registered with CareerSource Suncoast Workforce as an employer recruiting service organization.

**Provide a copy of prime contractor's registration with CareerSource Suncoast Workforce as an employer recruiting service organization.**

10. Bidder, on the day the Bid is submitted, has a certified or registered Qualifying Agent, as required by Section 489.119, Florida Statutes, and that Qualifying Agent has been the same Qualifying Agent of Bidder for a period of at least three (3) consecutive years, since December 1, 2014.

**Submit a copy of Bidder Qualifying Agent's registration or certification along with supporting documentation confirming Qualifying Agent has been the Qualifying Agent for the Bidder for three years, since December 1, 2014.**

## APPENDIX H, INSURANCE AND BOND STATEMENT

**Bidder must fully complete and return this form with its Bid.**

THE UNDERSIGNED has read and understands the insurance and bond requirements of this ITBC applicable to any contract resulting from this solicitation and shall provide the insurances and bonds required within ten (10) days from the date of Notice of Intent to Award.

Bidder Name: \_\_\_\_\_ Date: \_\_\_\_\_

Signature  
(Authorized  
Official): \_\_\_\_\_

Printed Name/Title: \_\_\_\_\_

Insurance Agency: \_\_\_\_\_

Agent Name: \_\_\_\_\_ Agent Phone: \_\_\_\_\_

**APPENDIX I, ACKNOWLEDGMENT OF ADDENDA**  
**IFB 18-TA002069DC**

The undersigned acknowledges receipt of the following addenda:

Addendum No. _____	Date Received:
Addendum No. _____	Date Received:
Addendum No. _____	Date Received:
Addendum No. _____	Date Received:
Addendum No. _____	Date Received:
Addendum No. _____	Date Received:
Addendum No. _____	Date Received:
Addendum No. _____	Date Received:
Addendum No. _____	Date Received:

Print or type Bidder's information below:

_____	_____	
Name of Bidder	Telephone Number	
_____	_____	
Street Address	City/State/Zip	
_____		
Email Address		
_____	_____	_____
Print Name & Title of Authorized Officer	Signature of Authorized Official	Date

**APPENDIX J, BID PRICING**  
**IFB 18-TA002069DC**  
**Bayshore Gardens Sidewalk CDBG Project**

**SUMMARY**

**Total Bid Price/Offer:** \$\_\_\_\_\_ Complete. Based on a completion time of 150 calendar days for the work described for the Base Bid.

We, the undersigned, hereby declare that we have carefully reviewed the IFB Documents in their entirety and with full knowledge and understanding of the Bid information and all its requirements, submit this Bid, which is complete in meeting each specification, term, and condition contained therein.

As Bidder, we understand that the IFB documents, including but not limited to, all specifications, terms, and conditions shall be made a part of any resulting Agreement between County and the successful Bidder. Failure by successful Bidder to comply with such specifications, terms and conditions shall result in Agreement default, whereupon, the defaulting successful Bidder shall be required to pay for all re-procurement costs, damages, and attorney fees as incurred by County, and agrees to forfeit its bid bond.

**Authorized Signature(s):** \_\_\_\_\_

Name and Title of Above Signer(s): \_\_\_\_\_

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



**APPENDIX K, BID PRICING (cont'd)**

**BID PRICING FORM**