

**INVITATION FOR BIDS**  
**CVS – CDBG Public Facilities**  
**Real Vision Barber Renovation Project**  
**917 26<sup>th</sup> Ave E Bradenton, FL 34208**

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**MANDATORY INFORMATION CONFERENCE**                      **MONDAY, FEBRUARY 6<sup>TH</sup>, 2023 AT 10:00 A.M.**  
**REAL VISION BARBER ACADEMY, 917 26<sup>TH</sup> AVENUE EAST, BRADENTON, FL 34208**

**DUE DATE AND TIME FOR BIDS**                                      **MONDAY, FEBRUARY 20<sup>TH</sup>, 2023 AT 2:00 P.M.**  
**ONLINE SUBMISSION THROUGH NEIGHBORLY SOFTWARE**  
**MAIL OR HAND DELIVERY AT THE OFFICES OF MANATEE COUNTY GOVERNMENT, COMMUNITY AND VETERANS SERVICES DEPARTMENT, 1112 MANATEE AVE W BRADENTON, FL 34205 SUITE 300**

**BID OPENING**    **MONDAY, FEBRUARY 20<sup>TH</sup>, 2023 AT 2:00 P.M.**  
**MANATEE COUNTY GOVERNMENT - COMMUNITY AND VETERANS SERVICES DEPARTMENT**  
**1112 MANATEE AVE W BRADENTON, FL 34205 SUITE 300**

**DEADLINE FOR CLARIFICATION**                                      **MONDAY, FEBRUARY 13<sup>TH</sup>, 2023 AT 5:00 P.M.**

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Manatee County Community and Veterans Services Department is accepting bids on behalf of Real Vision Barber from individuals, corporations, partnerships, and other legal entities authorized to conduct business in the State of Florida, to furnish all labor, materials and equipment for the Renovation Project at **917 26<sup>th</sup> Ave E Bradenton, FL 34208** in accordance with the specifications attached herein,

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This project is funded by a U.S. Department of Housing and Urban Development (HUD) Community Development Block Grant (CDBG), as administered through Manatee County. There are federal regulations applied to the duration of the project’s lifecycle, including Davis Bacon wage rates and Section 3 reporting. Bidders should be prepared to comply with such requirements, as outlined in Section F, “Compliance with Federal Laws.”

**Important Note:** A prohibition of Lobbying has been enacted. Please review paragraph A.07, Page 3. to avoid violation and possible sanctions.

## **A. INFORMATION TO BIDDERS**

### **A.00 PROJECT INFORMATION**

Project Name: Real Vision Barber Renovation

Property Address: 917 26th Ave E Bradenton, FL 34208

Funding Source: Community Development Block Grant (CDBG)

Type of Project: CDBG Public Facilities Rehabilitation

Subrecipient: Real Vision Barber Academy

Work Write-Up Number (WWU No.): 10135

### **A.01 OPENING LOCATION**

Bids will be publicly opened at Manatee County Admin, 1112 Manatee Ave W Bradenton, FL 34205 Suite 300 in the presence of Real Vision Barber and County staff at **2:00 p.m. on Monday, February 20th, 2023**. All bidders or their representatives are invited to be present.

Any bids entered in Neighborly or delivered in-person after 2:00 p.m. on Monday, February 20th, 2023 will not be considered. It shall be the sole responsibility of the bidder to have their bid submitted on or before the stated time and date.

### **A.02 SEALED BIDS**

ALL Bids must be mailed or submitted in-person in sealed envelope, or submitted on-line through Neighborly

Contractors can contact Howard Jensen, (941) 748-4501 ext. 3630, or by e-mail at [howard.jensen@mymanatee.org](mailto:howard.jensen@mymanatee.org) for assistance with submitting their bids on-line through Neighborly Software. <https://portal.neighborlysoftware.com/manateecountyfl/Contractor>

### **A.03 BID DOCUMENTS**

Bid documents and the Source Selection related to those bids are available through email by request to Howard Jensen, (941) 748-4501 ext. 3630, or by e-mail at [howard.jensen@mymanatee.org](mailto:howard.jensen@mymanatee.org)

### **A.04 MODIFICATION OF BID SPECIFICATIONS**

If a bidder wishes to recommend changes to the bid specifications, the bidder shall furnish in writing, data and information necessary to aid Manatee County Community and Veterans Services Department in evaluating the request to modify the specifications. Manatee County is not obligated to make any changes to the bid specifications. Unless an addendum is issued, the bid specifications shall remain unaltered. Bidders must fully comply with the bid specifications, terms, and conditions.

### **A.05 DEADLINE FOR CLARIFICATION REQUESTS**

**Monday, February 13<sup>th</sup>, 2023 at 5:00 p.m.** shall be the deadline to submit all inquiries, suggestions, or requests concerning interpretation, clarification or additional information pertaining to the Invitation for Bids to Manatee County.

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

**A.06 CLARIFICATION & ADDENDA**

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

**If any addenda are issued to this Invitation for Bid, it shall be the responsibility of each bidder, to contact Manatee County or Subrecipient prior to submitting their bid, to determine if addenda were issued and to make such addenda a part of their bid.**

**A.07 LOBBYING**

After the issuance of any Invitation for Bids, prospective bidders, or any agent, representative or person acting at the request of such bidder shall not contact, communicate with or discuss any matter relating in any way to the Invitation for Bid with any officer, agent or employee of Manatee County or Subrecipient other than as directed in the Invitation for Bid. This prohibition begins with the issuance of any Invitation for Bid and ends upon execution of the final contract or when the invitation has been canceled. Bids received from violators of this prohibition shall not be considered.

**A.08 UNBALANCED BIDDING PROHIBITED**

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

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

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

**A.09 FRONT END LOADING OF BID PRICING PROHIBITED**

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

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

#### A.10 **BID EXPENSES**

All expenses for making bids to Real Vision Barber Renovation Project are to be borne by the bidder.

#### A.11 **IRREVOCABLE OFFER**

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

#### A.12 **RESERVED RIGHTS**

Manatee County reserves the right to accept or reject any and/or all bids, to waive irregularities and technicalities, and to request resubmission. Also, Manatee 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 Manatee County. Any sole response received by the first submission date may or may not be rejected by Manatee County depending on available competition and current needs of Manatee County. For all items combined, the bid of the lowest responsive, responsible bidder will be accepted, unless all bids are rejected.

The lowest responsible bidder shall mean that bidder who makes the lowest bid to sell goods and/or services of a quality which conforms closest to or most exceeds the quality of goods and/or services set forth in the attached specifications or otherwise required by Manatee County, and who is fit and capable to perform the bid as made.

To be responsive, a bidder shall submit a bid which conforms in all material respects to the requirements set forth in the Invitation for Bids. To be a responsible bidder, the bidder shall have the capability in all respects to perform fully the contract requirements, and the tenacity, perseverance, experience, integrity, reliability, capacity, facilities, equipment, and credit which will assure good faith performance. Also, Manatee 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 Manatee 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.13 APPLICABLE LAWS**

Bidders must be authorized to transact business in the State of Florida. All applicable laws and regulations of the State of Florida and ordinances and regulations of Manatee County, and all applicable federal regulations, as outlined in Section F, will apply to any resulting contract or agreement.

**A.14 COLLUSION**

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

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

**A.15 BID FORMS**

Bids must be mailed or delivered in-person in sealed packet containing all the documents listed in **Attachment E**, OR submitted on-line through Neighborly Software and all attached forms. Additional pages may be attached, uploaded into the Work Write Up (hereinafter known as "WWU"). Bidders must fully comply with all bid specifications, terms and conditions. Failure to comply shall result in contract default, whereupon, the defaulting contractor shall be required to pay for any and all re-procurement costs, damages, and attorney fees as incurred by Manatee County and the Subrecipient.

**A.16 LEGAL NAME**

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

**A.17 DRUG FREE WORK PLACE**

Drug Free Workplace Program requirements apply to this project. The award of bids to any person or entity that has not submitted written certification to Manatee County and the Subrecipient that it has complied with the Drugfree Workplace Program requirements shall be prohibited. **A Drug Free Work Place Certification Form is attached to this bid for this purpose and must be submitted with the bid submittal.**

**A.18 PUBLIC ENTITY CRIMES**

In accordance with Section 287.133, Florida Statutes, a person or affiliate who has been placed on the convicted contractor list following a conviction for a public entity crime may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids or proposals on leases or real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017 for Category Two (as of 1/01/2005 is \$25,000) for a period of 36 months from the date of being placed on the convicted contractor list.

**A.19 PUBLIC CONTRACTING AND ENVIRONMENTAL CRIMES CERTIFICATION**

Federal regulations prohibit the award of contracts to persons, business entities, or affiliates of business entities who have not submitted written certification to Real Vision Barber that they have not been convicted of bribery, attempted bribery, collusion, restraints of trade, price fixing, and violations of certain environmental laws. **A Public Contracting and Environmental Crimes Non-Conviction Certification Form is attached for this purpose and must be submitted with the bid submittal.**

**A.20 MBE/WBE**

The State of Florida, Office of Supplier Diversity provides the certification process and the database for identifying certified MBE/WBE firms. This service may be directly accessed at: <http://www.osd.dms.state.fl.us/iframe.htm>. If you have any questions regarding this State service, please contact their office at (850) 487-0915.

**If claiming MBE/WBE status, you must submit a copy of your certification in your bid submittal to receive the pricing consideration.**

**A.21 SECTION 3 REQUIREMENTS**

The purpose of Section 3 is to ensure that economic opportunities generated from HUD funded (partially or fully) projects will be directed to low- and very low-income persons. See IFB Section F.01(g) for the Section 3 Clause. All contractors and subcontractors must collect and report the labor hours worked with every payment request: (1) the total Labor Hours, (2) the total Section 3 Labor Hours, and (3) the total Targeted Section 3 Hours on the project. The following minimum thresholds have been set by HUD for determining compliance with Section 3 requirements:

1. All contractors/subcontractors must have twenty-five (25) percent or more of the total number of labor hours worked by all workers on the Project must be done by Section 3 workers; or
2. All contractors/subcontractors must have five (5) percent or more of the total number of labor hours worked by all workers on the project must be by Targeted Section 3 workers; or
3. Report Qualitative Efforts to secure Section 3 business concerns/workers.

**Section 3 Definitions:**

Section 3 Worker: is defined as a worker who currently fits or, when hired within the past five years, fits at least one of the following categories:

1. The worker's income from the previous or annualized calendar year is below the HUD income limits. Low- and very-low-household income limits may be obtained from: <http://www.huduser.org/portal/datasets/il.html>
2. The worker is employed by a Section 3 business concern, or
3. The worker is a YouthBuild participant. YouthBuild is a community-based pre-apprenticeship program administered by the U.S. Department of Labor that provides job training and educational opportunities for at-risk youth ages 16-24 who have previously dropped out of high school.

Target Section 3 Workers: is defined as a Section 3 Worker (see definition above) who also meets one of the following categories:

1. The worker is employed by a Section 3 business concern; or
2. Currently fits or when hired fit at least one of the following categories, as documented within the last five years:
  - a. Living within a one mile of the work site or, if fewer than 5,000 people live within one mile of a work site, within a circle centered on the work site that is sufficient to encompass a population of 5,000 people according to the most recent U.S. Census; or
  - b. A YouthBuild Participant.

Section 3 Business Concern: is defined as a business that meets at least one of the following criteria, documented within the last six-month period:

1. At least 51% owned and controlled by low or very low-income persons,
2. Over 75% of the labor hours performed for the business over the previous 3-month period are performed by Section 3 workers, or
3. A business at least 51% owned and controlled by current residents of public housing or Section 8-assisted housing.

Section 3 Business Registry: The U.S. Department of Housing and Urban Development provides the certification process and the database for identifying certified Section 3 Business Concerns. This service may be directly accessed at: <https://portalapps.hud.gov/Sec3BusReg/BRegistry/BRegistryHome>

1. Verification of Section 3 Business Concern Status will be required with submission of supporting documentation and submission of Manatee County Section 3 Business Certification.

### **Demonstrating Compliance with Section 3 Requirements**

Manatee County is required to document Section 3 employment/training opportunities. Each contractor/subcontractor is required to assist Manatee County in HUD reporting requirements by submitting a Contractor and Subcontractor Report with the contract execution or first certified payrolls and a Section 3 Compliance Report with each payment request and a final Section 3 Compliance Report at the completion for each project.

All efforts undertaken by each contractor/subcontractor to meet Section 3 requirements must be documented, regardless of whether those efforts result in Section 3 Worker or Targeted Section 3 Worker labor hours. The proposer/bidder selected for this project will be required to submit a:

1. Contractor and Subcontractor Report for each contractor/subcontractor, which includes Section 3 Business Concern Status; and
2. Section 3 Compliance Report, which includes, but is not limited to all efforts that were undertaken to address Section 3 requirements,
  - a. All Labor hours worked; and
  - b. All Section 3 Worker Hours worked; and
  - c. All Targeted Section 3 Worker Hours worked; and

d. Qualitative Efforts to secure Section 3 business concerns/workers.

For assistance in obtaining Section 3 Business Concern status, the U.S. Department of Housing and Urban Development provides the certification process and the database for identifying certified Section 3 Business Concerns. This service may be directly accessed at: <https://portalapps.hud.gov/Sec3BusReg/BRegistry/BRegistryHome>. If you have questions contractors can contact the Manatee County Community and Veterans Services Department at (941) 749-3030 for information. Section 3 status is not a requirement for award of this contract but will be given preference in award evaluation.

Section 3 employment opportunities must be documented on the Contractor and Subcontractor Report and Section 3 Compliance Report. Documentation must be submitted to the Manatee County Community and Veterans Services Department prior to commencement, during and at completion of the project.

**In order to be eligible for this project, all proposers and their contractors/subcontractors listed in the proposal must register with the CareerSource Suncoast Office, an employment agency.** Anthony Galiano at the CareerSource Suncoast Office, 1112 Manatee Avenue East, Bradenton, Florida 34208, phone: (941) 358-4200. email: [agagaliano@caresourcesc.com](mailto:agagaliano@caresourcesc.com). **Proof of registration must be included in the proposal.**

**A.22 DISCOUNTS**

Discounts must be incorporated in the prices contained in the bid and not shown separately. The prices, as shown on the bid form, shall be the price used in determining the award.

**A.23 DESCRIPTIVE INFORMATION**

Unless otherwise specifically provided in the specifications, all equipment, materials and articles incorporated in the work covered by this contract shall be new and of the most suitable grade for the purpose intended. Unless otherwise specifically provided in the specifications, 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.24 AMERICANS WITH DISABILITIES ACT**

*Real Vision Barber Educational Academy* does not discriminate upon the basis of any individual's disability status. Anyone requiring reasonable accommodation for an Information Conference or Bid Opening should contact the person named on page 1 of this bid document at least twenty-four (24) hours in advance of either activity.

**A.25 EQUAL EMPLOYMENT OPPORTUNITY CLAUSE**

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

**A.26 MATHEMATICAL ERRORS**



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. All bids shall be reviewed mathematically and corrected, if necessary, using these standards, prior to additional evaluation.

**A.27 DISCLOSURE**

Upon receipt, all inquires and responses to inquires related to this Invitation for Bid become "Public Records" and are subject to public disclosure consistent with Chapter 119, Florida Statutes.

Bids become "Public Records" ten (10) days after the bid opening or if an award decision is made earlier than that time as provided by Florida Statue 119.071. No announcement or review of the bid documents shall be conducted at the public opening of the bids.

Based on the above, Manatee County will receive bids at the date and time stated, and will make public at the opening the names of the business entities of all that submitted an offer and any amount presented as a total offer without any verification of the mathematics or the completeness of the offer. Upon the expiration of the statutory term for exemption the actual documents may be inspected or copied. When Manatee County staff has completed a mathematic validation and inspected the completeness of the offers, a bid tabulation shall be completed and available upon request from Real Vision Barber.

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

## **B. GENERAL TERMS AND CONDITIONS**

### **B.01 CONTRACT FORMS**

Any agreement, contract, or purchase order resulting from the acceptance of a bid shall be made by a purchase order and be bound by the terms and conditions therein.

The transmitted purchase order shall serve as a Notice of Acceptance and Notice to Proceed per the schedule detailed in this Bid. Failure to comply with the conditions as set forth in the purchase order shall be deemed a breach of contract subjecting the Bidder to litigated damages, forfeiture of posted security and/or other possible penalties.

### **B.02 QUALITY GUARANTEE**

If any product/service delivered does not meet performance representations or other quality assurance representations as published by manufacturers, producers or distributors of such products or the specifications listed in this bid, the contractor shall pick up the product from Real Vision Barber at no expense to the Real Vision Barber. Manatee County and the Subrecipient reserves the right to reject any or all materials if, in its judgment, the item reflects unsatisfactory workmanship or manufacturing or shipping damage. Also, the contractor shall refund to Manatee County and the Subrecipient any money which has been paid for same. The contractor will be responsible for attorney fees in the event the supplier defaults and court action is required.

### **B.03 ROYALTIES AND PATENTS**

The contractor shall pay all royalties and license fees for equipment or processes in conjunction with the equipment and/or services he is furnishing. Contractor shall defend all suits or claims for infringement of any patent, trademark or copyright, and shall hold Real Vision Barber and Manatee County harmless from loss on account thereof, including costs and attorney's fees.

### **B.04 INDEMNIFICATION**

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

### **B.05 REGULATIONS**

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

### **B.06 PRODUCTS, MATERIALS, SUBSTITUTION AND APPROVAL**

All equipment and materials shall be new and shall conform to the first-class standards of the

manufacturer. Defective, damaged, sub-standard or used materials are **not acceptable**; and if used shall be removed and replaced with new materials by the Contractor at no cost.

When several materials or items are specified by name for one use, the Contractor may, with the Manatee County and the Subrecipient's concurrence, select any of those specified. Should a Contractor desire to substitute another material or item for one or more specified by name, that product must be of equal quality as that specified, and must be identified, in writing, on the proposal for work. The Contractor must provide samples to Manatee County and the Subrecipient, if requested. No such materials shall be used unless approved in writing by Real Vision Barber.

All change orders must be first approved by Real Vision Barber and Manatee County.

**B.07** **MANUALS, SCHEMATICS, HANDBOOKS**

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

**B.08** **PRICES & TERM**

The prices bid shall be used for payment and this price shall be deemed to include payment in full for all transportation, installation, labor and equipment, F.O.B. Destination, including all discounts in accordance with the Bid Form.

**B.09** **PAYMENT**

Within forty-five (45) days after delivery of equipment to Real Vision Barber, presentation of an invoice to Real Vision Barber, acceptance by Manatee County, Manatee County shall pay contractor total amount due less 10% retainage.

**B.10** **CANCELLATION**

The Purchase Order (Contract) shall be subject to immediate cancellation, if either product or service does not comply with the specifications, terms, or conditions stated herein. Products or services which do not comply with the specifications, terms or conditions stated herein will be returned and no payment for such defective items shall be due.

**B.11** **WARRANTY, MAINTENANCE SERVICE AND SUPPORT**

The successful bidder shall furnish all materials. All work performed shall have a minimum one-year Contractor warranty from the date of the issuance of a Certificate of Completion/Occupancy issued by the local code authority or as determined by the Housing & Community Development Specialist, where there may be a question of dispute regarding the completion of the agreed upon work. Should any defect in materials or workmanship, excepting ordinary wear and tear, appear during the above stated warranty period, the successful bidder shall repair or replace same at no cost to the Real Vision Barber immediately upon written notice from Real Vision Barber. The successful bidder will not be liable under the above warranty for any defects or damages resulting from unforeseeable causes beyond the control and without the fault or negligence of the bidder, such as misuse or neglect by Real Vision Barber, acts of God, fires, floods, and hurricanes.

**B.12** **INSURANCE**

The contractor shall not commence work, until the contractor has obtained all insurance under this section, and and furnish evidence of Contractor's bodily injury and property damage insurance, including operations completed and products for the following limits:

Bodily Injury Insurance in any amount not less than \$100,000.00 for injuries, including accidental death, to any one person, and not less than \$300,000.00 for one occurrence; Property Damage Insurance in an amount not less than \$50,000.00, combined limits must be a minimum of \$350,000.00 The Contractor shall have on file with Manatee County evidence of this comprehensive liability coverage protecting the owner and the County of Manatee with a Certificate of Insurance and naming Manatee County as an additional insured.

The Contractor shall at all times during the life of this contract subscribe to and comply with Workman's Compensation laws of the State of Florida and pay such premiums as may be required and to hold the Owner and Manatee County harmless from any and all liability arising from or under said act. He shall also furnish at the time of the delivery of the contract, and at such times as requested, a copy of the official certificate or receipt showing payment of Workman's Compensation.

### **Certificates of Insurance and Copies of Policies**

Certificates of Insurance evidencing the insurance coverage specified in the above paragraphs shall be filed with Manatee County and the Owner of Real Vision Barber before operations are begun. The required certificates of insurance shall name the types of policy, policy number, date of expiration, amount of coverage, companies affording coverage, and shall refer specifically to the bid number, project title and location of project. Insurance shall remain in force at least one year after completion and acceptance of the project by Real Vision Barber, in the amounts and types as stated herein, including coverage for all products and services completed under this contract.

**ADDITIONAL INSURED: - The successful contractor shall name Manatee County as additional insured in the required policies.**

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

Nothing herein shall in any manner create any liability of Real Vision Barber or Manatee County in connection with any claim against the contractor for labor, services, or materials, or of subcontractors; and nothing herein shall limit the liability of the contractor or his sureties to Real Vision Barber or Manatee County or to any workers, suppliers, material men or employees.

## C. SPECIFIC TERMS AND CONDITIONS

### C.01 PURPOSE

It is the intent of Manatee County and the Subrecipient to contract for services for completing the Real Vision Barber Renovation Project, located at the 917 26<sup>th</sup> Ave E Bradenton, FL 34208 in accordance with the specifications contained herein.

### C.02 MANDATORY ON-SITE INFORMATION CONFERENCE

**A MANDATORY ON-SITE INFORMATION CONFERENCE IS SCHEDULED FOR MONDAY, FEBRUARY 6<sup>TH</sup>, 2023 AT 10:00 A.M., AT REAL VISION BARBER ACADEMY, 917 26<sup>TH</sup> AVENUE EAST, BRADENTON, FL 34208. BIDS WILL NOT BE CONSIDERED FROM THOSE BIDDERS WHO DO NOT ATTEND THE INFORMATION CONFERENCE.** Real Vision Barber and Manatee County Community and Veterans Services staff will be in attendance.

### C.03 DELIVERY TIME

**Award shall be based on a completion and final inspection date of no later than 180 days from the date the Notice to Proceed is issued.** The Contractor must submit a proposed Schedule of Work (Attachment F) with the bid submittal.

### C.04 LIQUIDATED DAMAGES

If the Contractor refuses or fails to complete the work, or any part thereof with such diligence as will hinder its completion within the time specified, Real Vision Barber may seek damages. The actual damages will be impossible to determine; and in lieu thereof, the Contractor shall pay to Real Vision Barber the sum of \$1000 as fixed, agreed, and liquidated damages for the first day's delay, and \$500 for each calendar day (or portion thereof) thereafter for which Real Vision Barber makes the site available until the work is completed to the satisfaction of Real Vision Barber. The Contractor and/or his surety shall be liable for the amount of liquidated damages.

### C.05 QUALIFICATIONS OF BIDDERS

To demonstrate qualifications to perform work, each bidder must be prepared to submit written evidence such as financial data, previous experience, present commitments and other such data as may be requested. Bidder must be able to provide evidence of Bidder's qualification to do business in the State of Florida. **Each bidder shall submit as a portion of their bid a completed Contractor's Questionnaire (Attachment E).**

**Each bidder must secure all licenses required (in accordance with Chapter 489 Florida Statutes) for the work, which is the subject of this bid, and shall submit a copy of all applicable licenses with their bid. Minimum license requirement for this project is Class B with proven experience in the construction industry.**

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

### C.06 SUBCONTRACTORS

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

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

C.07 **CHANGES TO CONTRACT**

Changes in any work including substitution of materials, change in the scope of work required by the detailed specifications, which may be proposed by the Contractor or found necessary or desirable as work progresses shall be presented in writing with the proposed price change.

Changes as described above must be approved in advance, in writing by Real Vision Barber and the County.

## **D. TECHNICAL SPECIFICATIONS**

Specifications are for the furnishing of all labor, materials and equipment for a rehabilitation project at 917 26<sup>th</sup> Ave E Bradenton, FL 34208.

### **BUILDING INFORMATION**

**All bidders are required to inspect the work site, building, and field conditions prior to bid submittal.**

### **DAMAGES**

Any damages done to the property on the site or to any adjacent property caused by the Contractor, in the performance of this contract by any of its employees or subcontractors shall be repaired or replaced by the Contractor at no expense to Manatee County and the Subrecipient.

### **PREMISES**

The Contractor shall keep the premises clean and orderly during the course of the work and shall broom clean upon completion each work day.

Contractor shall provide at least one (1) container on site for the collection of waste materials, rubbish and debris. Contractor shall not allow debris, rubbish and waste materials to accumulate and become unsightly or hazardous. Contractor shall also provide an on-site bathroom facility for use by Contractor employees.

At the conclusion of each workday, the Contractor is to remove debris from the ground surrounding the work site. At regular intervals during the work progress, the site shall be cleaned and waste materials must be removed from the site. Drop cloths or other appropriate protective materials or devices shall be used at all times to protect items and the grounds during construction or painting and to limit infiltration of debris or fumes into living areas.

The Contractor shall be responsible to erect and maintain guardrails, barricades, temporary walks, etc., as may be required for workmen and Real Vision Barber.

### **INSPECTION OF WORK**

The Contractor will permit the Real Vision Barber and Manatee County with safe access to inspect all work.

The Contractor will be responsible for notifying Manatee County, having jurisdiction over construction, when required inspections are needed. Work completed without the required inspections may be required to be removed at the Contractor's expense.

### **REAL VISION BARBER'S RESPONSIBILITIES**

Real Vision Barber, Inc. shall furnish the data required under the Contract Documents promptly and Manatee County shall make payments to the Contractor within a reasonable time (no more than 45 days) after the work has been accepted by Real Vision Barber.

Real Vision Barber shall provide the land upon which the Work under this contract is to be done, except that the Contractor shall provide all necessary additional land required for the erection of temporary construction facilities and storage of materials, together with right of access to same.

## **PERMITS**

The Contractor will be responsible for obtaining and paying for necessary permits and any surveys or engineering required by the project.

## **GUARANTEE OF WORK**

Contractor shall guarantee all work performed and be responsible for any defects or other faults in the work for a period of one (1) year.

All warranties begin on the date of final acceptance by Real Vision Barber. Real Vision Barber shall be provided with all manufacturers and products written guarantees required under the contract when the Contractor requests final payment.

## **WORK DESCRIPTION**

Provide all labor, materials, appurtenances, equipment, tools, transportation, services and incidentals to perform work necessary to carry out, construct and complete:

- Roof work - Replace roof membrane and any and all damaged wood or underlayment.
- Electrical – Replace panels with new 400amp panels, correct electrical problems and add electrical outlet to work station area.
- Plumbing – Demo existing bathroom and laundry room and build a new ADA Public bathroom and a new laundry room.
- Entry – Install new store front entry doors.
- Flooring – Epoxy coat floor with nonslip coating.
- Parking Lot – Enlarge Parking lot paved area.

**See Attached Work Write-up for more detailed description.**



## E. BASIS OF AWARD

Evaluation factors are primarily price, but quality and perceived ability of the contractor to complete the project in the most timely and efficient manner will be considered, as determined from the responses in the Contractor’s Questionnaire and subsequent investigation by Manatee County and the Subrecipient. Note that all submittals shall be judged on their relative merits; therefore, price shall not be the sole evaluative factor in making the recommendation.

**Please note that in the event that the bids are over the budget we will remove items starting with the parking lot and flooring to bring bids into budget.**

### E.01 BASIS OF AWARD

Award shall be made to the most responsive, responsible bidder meeting specifications and having the lowest Total Bid Price, in accordance with the requirements listed on the Bid Form for the Work as set forth in this Invitation for Bids. Bid Prices shall include costs for furnishing all labor, equipment and/or materials for the completion of the work in accordance with and in the manner set forth and described in the bid documents to Manatee County and the Subrecipient’s satisfaction within the prescribed time.

**This project is being funded by a Community Development Block Grant (CDBG) with a monetary limit of \$224,105.00. A bid of over \$100,000 will require bond as described in Section F, Compliance with Federal Laws.**

**A schedule of work must be submitted with the Bid Form. Only one schedule for Completion of Work shall be considered.**

In evaluating bids, Manatee County and the Subrecipient 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. Manatee County and the Subrecipient 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.

**Based upon the requirements of the Community Development Block Grant, bids received from a Section 3 Businesses (Section 3) shall be given preference in award if the 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 “X” 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>
<b>&lt;\$100,000</b>	<b>10% of that bid or \$9,000</b>
<b>≥\$100,000 and &lt; \$200,000</b>	<b>9% of that bid or \$16,000</b>
<b>≥\$200,000 and &lt; \$300,000</b>	<b>8% of that bid or \$21,000</b>
<b>≥\$300,000 and &lt; \$400,000</b>	<b>7% of that bid or \$24,000</b>
<b>≥\$400,000 and &lt; \$500,000</b>	<b>6% of that bid or \$25,000</b>
<b>≥\$500,000 and &lt; \$1,000,000</b>	<b>5% of that bid or \$40,000</b>
<b>≥\$1,000,000 and &lt; \$2,000,000</b>	<b>4% of that bid or \$60,000</b>
<b>≥\$2,000,000 and &lt; \$4,000,000</b>	<b>3% of that bid or \$80,000</b>
<b>≥\$4,000,000 and &lt; \$7,000,000</b>	<b>2% of that bid or \$105,000</b>

<b>≥\$7,000,000</b>	<b>1½% of that bid; no dollar limit</b>
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Tie Bids: Based upon the requirements of the Community Development Block Grant, whenever two or more bids are equal with respect to price, quality and service, the bid received from a Certified Section 3 Owned Business shall be given preference in award. Whenever two or more bids which are equal with respect to price, quality and service are received, and both bids or neither of these bids are received from a certified Section 3 business, the award shall be determined by a chance drawing conducted by Manatee County and the Subrecipient and open to the public.

**E.02 AWARD OF CONTRACT**

A written notice confirming award or recommendation thereof will be forwarded to the Successful Bidder and contract will be via Purchase Order.

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

Nothing in this section shall be construed to violate Manatee County's 2019 Procurement Administrative Standards & Procedures Manual approved by the Board of County Commissioners, Federal Regulations set forth by 2 CFR Part 200, and 24 CFR Part 570 - Community Development Block Grants rules.

## F. COMPLIANCE WITH FEDERAL LAWS

### **F.01 GENERAL PROVISIONS**

- a) Equal Employment Opportunity – Contractor is required to comply with EO 11246, “Equal Employment Opportunity,” as amended by E.O 11246, Equal Employment Opportunity,” as amended by E.O. 11375, “Amending Executive Order 11246 Relating to Equal Employment Opportunity,” and as supplemented by regulations at 41 CFR, Part 60, “Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor.”; and
- b) Copeland “Anti-Kickback” Act (18 U.S.C. 874 and 40 U.S. 276c) Contractor is required to comply with the Copeland “Anti-Kickback” Act (18 USC 874), as supplemented by Department of Labor Regulations (29 CFR Pat 3, “Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States”). The Act provides that each contractor shall be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he is otherwise entitled; and
- c) Rights to Inventions Made Under a contract or agreement – Contractor is required to comply with 37 CFR part 401, “Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements,” and any implementing regulations issued by HUD; and
- d) Byrd Anti-Lobbying Amendment (31 U.S.C., 1352) – Contractor is required to file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or other award covered by 31 USC 1352. Each tier shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award (*Attachment L*); and
- e) Debarment and Suspension (E.O.s 12549 and 12689 – No contract shall be made to parties listed on the General Services Administration’s List of Parties Excluded from Federal Procurement or Nonprocurement Programs in accordance with E.O.s 12549 and 12689, “Debarment and Suspension,” as set forth at 24 CFR part 24. This list contains the names of parties debarred, suspended, or otherwise excluded by agencies, and contractors declared ineligible under statutory or regulatory authority other than E.O 12549. Contractors with awards that exceed the small purchase threshold shall provide the required certification regarding its exclusion status and that of its principal employees; and
- 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 (*Attachment B*); and
- g) Section 3 Clause - All Section 3 covered contracts shall include the following clause (referred to as the section 3 clause):

All Section 3 covered contracts shall include the following clause (referred to as the section 3 clause):

- A. The work to be performed under this Agreement 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 government assistance for housing or residents of the community in which the Federal assistance is spent.
- B. The parties to this contract agree to comply with HUD's regulations in 24 CFR part 75, which implement Section 3. As evidenced by their execution of this contract, the parties to this contract certify that they are under no contractual or other impediment that would prevent them from complying with the 24 CFR part 75 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 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 engage in qualitative efforts including but not limited to:
  - a. Engaging in outreach efforts to generate job applicants who are Targeted Section 3 Workers.
  - b. Providing training or apprenticeship opportunities.
  - c. Providing or referring Section 3 Workers to services supporting work readiness and retention (e.g., work readiness activities, interview clothing, test fees, transportation, childcare).
  - d. Engaging in outreach efforts to identify and secure bids from Section 3 business concerns.
  - e. Engaging in outreach and referrals with the state one-stop system of the workforce Innovation and Opportunity Act. (Register with the CareerSource Suncoast Office, an employment agency).
- E. The contractor agrees to include this Section 3 clause in every subcontract subject to compliance with regulations in 24 CFR part 75; 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 75. The contractor will not subcontract with any subcontractor where the contractor has notice or knowledge that the subcontractor has been found in violation of the regulations in 24 CFR part 75.
- F. The contractor must meet the requirements of 24 CFR part 75.19, regardless of whether Section 3 language is included in agreements, program regulatory agreements, or contracts. These requirements include:
  - a. Employment and Training

- i. To the greatest extent feasible, and consistent with existing Federal, state, and local laws and regulations, contractors covered by this subpart will ensure that employment and training opportunities arising in connection with Section 3 projects are provided to Section 3 Workers within the metropolitan area (or nonmetropolitan county) in which the project is located.
    - ii. Where feasible, priority for opportunities and training should be given to:
      - 1. Section 3 Workers residing within the service area or the neighborhood of the project; and
      - 2. YouthBuild participants.
  - b. Contracting
    - i. To the greatest extent feasible, and consistent with existing Federal, state, and local laws and regulations, recipients covered by this subpart shall ensure contracts for work awarded in connection with Section 3 projects are provided to business concerns that provide economic opportunities to Section 3 Workers residing within the metropolitan area (or nonmetropolitan county) in which the project is located.
    - ii. Where feasible, priority for contracting opportunities should be given to:
      - 1. Section 3 business concerns that provide economic opportunities to Section 3 Workers residing within the service area or the neighborhood of the project; and
      - 2. YouthBuild programs.
- G. The contractor will collect and report the labor hours worked at time of each submission of payment request and at project completion and prior to release of final payment. All efforts undertaken to meet Section 3 requirements must be documented, regardless of whether those efforts result in Section 3 Worker or Targeted Section 3 Worker labor hours:
  - a. the total Labor Hours, and
  - b. the total Section 3 Worker Labor Hours, and
  - c. the total Targeted Section 3 Worker Hours on the project, and
  - d. Qualitative Efforts to secure Section 3 business concerns/workers.
- H. 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 75 require employment opportunities to be directed, were not filled to circumvent the contractor's obligations under 24 CFR part 75.
- I. Noncompliance with HUD's regulations in 24 CFR part 75 may result in sanctions, termination of this contract for default, and debarment or suspension from future HUD assisted contracts.
- J. 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).

## **F.02 FEDERAL REQUIREMENTS FOR CONSTRUCTION PROJECTS**

- a) **Davis Bacon Act**, as amended (40 U.S.C. 267a to a-7) – **Contractor is required to comply with the Davis-Bacon Act** (40 U.S.C 276a to a-7) and as supplemented by Department of Labor regulations (29 CFR part 5, “Labor Standards Provisions Applicable to Contracts governing Federally Financed and Assisted Construction”). Under this Act, contractors shall be required to pay wages to laborers and mechanics at a rate not less than the minimum wages specified in a wage determination made by the Secretary of labor. In addition, contractors shall be required to pay wages not less than once a week. (See *Attachment G for Current Federal Wage Decision*); and
- b) **Contract Work Hours and Safety Standards Act** (40 U.S.C. 327 through 333) Contractor is required to comply with Sections 103 and 107 of the Contract Work Hours Safety Standards Act (40 U.S.C. 327-333), as supplemented by Department of Labor regulations (29 CFR, Part 5). Under Section 102 of the Act, each contractor shall be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than 1 ½ times the basic rate of pay for all hours worked in excess of 40 hours in the work week. Section 107 of the Act is applicable to construction work and provides that no laborer or mechanic shall be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous; and
- c) **Clean Air Act** (42 U.S.C. 7401 et seq.) and the **Federal Water Pollution Control Act** (33 U.S.C. 1251 et seq.), as amended – Contractor is required to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401 et seq.) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251 et seq.); and

## **F.03 BONDING REQUIREMENTS FOR PROJECTS OVER \$100,000**

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

#### **F.04 LABOR STANDARDS (PROJECTS OVER \$2,000)**

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

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

**ATTACHMENT A**  
**Work Write-Up No. 10135**



# Work Write-Up

Real Vision Barber Educational Academy

\* EXHIBIT 1 \*

Dated: 7/2/2021

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## **CUSTOMER INFORMATION**

Real Vision Barber Educational Academy  
917 26th Ave East, Bradenton, FL 34208

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## **PREPARED BY**

howard.jensen@mymanatee.org

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\* NOTE \*

THE CUSTOMER AND CONTRACTOR MUST SIGN THE BOTTOM OF EACH PAGE ONLY IF

- 1) THIS WORK WRITE-UP BECOMES PART OF A CONSTRUCTION CONTRACT
- 2) THE UNDERSIGNED CUSTOMER AND CONTRACTOR HAVE REVIEWED, APPROVED AND AGREED TO THE WORK AND PRICES DESCRIBED IN THIS WORK WRITE-UP

Customer: \_\_\_\_\_

Contractor: \_\_\_\_\_

# Location: General Requirements

General Requirements	Quantity	Units	Total
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Customer: \_\_\_\_\_

Contractor: \_\_\_\_\_

**1 - General Requirements All (1.00100)**

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Community Development Division assumes no responsibility or liability. All work specified is not conclusive. All measurements, and quantities in this work write-up are approximate. Prior to bid submittal, all contractors are required to verify exact measurements, size and quantities; and to know job conditions, and to immediately notify the Community Development Division of any other necessary work to achieve quality finish products that meet or exceed applicable specs and codes prior to contract signing. The specified items in this work write-up DO NOT preempt any current applicable codes enforced by the permitting authority having jurisdiction.

Contractor shall provide all required sketches and/or drawings as required by the construction permitting authority having jurisdiction. Contractor shall obtain, pay for and post on site all permits and licenses necessary to complete this project. Contractor and Subcontractors must have current license required by the State, County and City.

Contractor shall provide on-site container for construction debris removal.

Contractor shall use only materials with low or no Volatile Organic Compounds (VOCs) on finishes, glues, adhesives, solvents, and cleaners to minimize occupant exposure to chemicals. Interior paint shall have no VOCs.

**NO FLOOR COVERING SHALL BE INSTALLED UNTIL ALL OTHER WORK HAS BEEN COMPLETED AND APPROVED BY THE OWNER AND COMMUNITY DEVELOPMENT DIVISION.** Unless otherwise specified, all materials shall be new and shall match existing as to size, style, color and method of installation. All subflooring and underlayment shall be well secured, dry, clean, level, and free of cracks, depressions, voids and bumps before installation of finished floor covering. all applicable codes and/or manufacturer's specs shall apply.

Code compliance: Contractor shall comply with local and Florida Building Codes.

Contractor to preform work specified in Work Write-up in a high-quality workmanlike manner using specified materials or approved equals. Materials must also 1) be high quality 2) be installed in accordance with manufacturer's specs and 3) meet requirements of rehab inspector.

Contractor shall take steps to protect Building and contents from damage during project. Contractor is advised to use drop cloths to protect furniture, appliances and other contents and components. Contractor shall move furniture and appliances out of and back into work area once work is complete. Contractor not to leave furniture, appliances, or other Building contents unprotected outside Building during job.

Contractor responsible for professionally repairing building and site components damaged as a result or construction activity.

Customer: \_\_\_\_\_

Contractor: \_\_\_\_\_

All new electrical wiring and plumbing lines are to be installed concealed from view inside stud walls, under floor and in attics. Unless otherwise approved by Building Owner and HDC Inspector.

All exposed exterior wall cavities that are to be enclosed by a new wall surface material are to have code required insulation installed in the cavity before the new wall surface material is installed.

Contractor to take steps necessary to reduce and contain airborne dust created during construction, demolition and removal of defective paint. Wet scrape if removing defective paint. DO NOT use electric sander or torches if removing paint. Contractor and workers encouraged to wear protective clothing and respirators and to follow hygiene procedures approved by OSHA.

The customer is responsible for moving personal items from work areas, for boxing-up and protecting any breakable items, and for removing excessive amounts of personal property from the Building before construction begins.

The customer is responsible for helping the contractor by keeping the Building and Parking Area orderly during construction.

The customer is responsible for removing all junk, trash and debris from the Property prior to construction. The customer agrees to keep Property orderly following project.

The customer shall cause to have all non-current licensed and /or inoperative vehicles and vehicle parts removed from the premises prior to the commencement of the rehab construction.

**2 - PERMITS AND LICENSES** (1.00250)

Contractor shall obtain, pay for and post on site all permits and licenses necessary to complete this project. Contractor and subcontractors must have current licenses required by the State, County and City.

**3 - PLACE A JOB SIGN IN FRONT YARD** (1.01250)

Contractor must securely position a project sign in the front of Building and within view of the street. It is the Contractor's responsibility to pick a sign up from, and return it to, the Program Administrator. Signs to be returned in good condition.

**4 - CONTRACTOR TO VERIFY MEASUREMENTS, SIZES & QUANTITIES** (1.01500)

All measurements, sizes and quantities in this Work Write-Up are APPROXIMATE. The Contractor is responsible for verifying exact measurements, sizes and quantities prior to submitting a quote.

Customer: \_\_\_\_\_

Contractor: \_\_\_\_\_

**5 - GENERAL WARRANTY** (1.02250)

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Materials installed and work performed shall have a one year Contractor warranty from the date of final acceptance of the work by the Property Owner and Program Administrator. Refer to project Contract for specific requirements concerning warranty.

**Subtotal for General Requirements**

**Location: Roof & Attic**

Roof & Attic	Quantity	Units	Total
<b>6 - GENERAL ROOF WORK</b> (35.00000)		Ea	

You will need a structural Engineer to sign and seal truss repairs or replacement, there appears to be two trusses with damage. The price for this item is only the cost for the Engineer not to include the repair.

<b>7 - REPLACE UP TO 10% OF ROOF DECKING</b> (35.03750)	15	Ea	
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Replace up to 10% of any rotten, badly warped or broken roof decking and nailers. Material shall match remaining material as closely as possible. Roofs requiring more than 10% decking shall be covered through a Change Order. Call Program Administrator for Compliance Inspection after installing new decking and nailers, and before replacing additional decking and nailers. NOTE if this item is not needed it will be credited back to the project with a change order.

<b>8 - INSTALL NEW SHINGLES ON ROOF DECKING</b> (35.09260)			
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INSTALL NEW SHINGLES ON ROOF DECKING. NOTIFY REO HOUSING & COMMUNITY DEVELOPMENT SPECIALIST TWO WORKING DAYS PRIOR TO DATE OF ROOF TEAR OFF. Roofer must provide County Building Inspections with Roofer Affidavit.

Remove all existing shingles and underlayment down to roof decking. Install a secondary water barrier and aluminum drip edge. Install Ridge Vent or appropriate style venting for roof style SHINGLE MUST BE A MINIMUM TWENTY FIVE YEAR RATED, HIGH EMISSIVE ROOFING SHINGLE. Installation shall adhere to local jurisdiction's codes. **\*\*NOTE\*\* PRICE IS TO INCLUDE UP TO THREE SHEETS OF ROOF SHEATHING. **\*\* NOTE\*\*** This is for the parapet roof area.**

<b>9 - INSTALL NEW COLD APPLIED MEMBRANE ROOFING</b> (35.09800)	4,800	SF	
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Apply TPO , PVC or an equivalent type of roofing material. Include with your bid type and brand of roofing quoted. Provide a 10 year written performance guarantee.

Customer: \_\_\_\_\_

Contractor: \_\_\_\_\_

**Subtotal for Roof & Attic**

**Location: Electrical**

Electrical System	Quantity	Units	Total
<p><b>10 - CHECK/TEST/REPAIR ELECTRICAL OUTLET/SWITCH/FIXTURE CONNECTIONS</b> (80.00010)</p> <p>CHECK/TEST/REPAIR ALL ELECTRICAL OUTLET/SWITCH/FIXTURE CONNECTIONS INTERIOR AND EXTERIOR OF HOME. All receptacles, switches, fixtures, HVAC panel(s) - ground and bond, water heater and all connections should be within the local code that is appropriate for the year the structure was built. All interior and exterior wiring shall be utilized and should be checked, tested, repaired, and/or replaced as needed, and should be done according to the local code that is appropriate for the year the structure was built</p>			
<p><b>11 - REPLACE EXISTING CEILING LIGHT FIXTURE WITH A NEW FIXTURE</b> (80.02300)</p> <p>REPLACE EXISTING CEILING LIGHT FIXTURE WITH A NEW LIGHT FIXTURE. Install a new 4' energy star rated LED or Compact fluorescent bulb light fixture. Customer to pick style and color using a \$80 purchase allowance. Replace all lights in work/ classroom area.</p>			
<p><b>12 - REPAIR ELECTRIC PLUG-IN AT WORK STATIONS</b> (80.06000)</p> <p>Repair existing electrical receptacle and wiring to operate safely and properly when repair complete. There are to be two work stations per 20 amp breaker for a total of 18 circuits. Use materials and repair methods that meet with approval of electrical code inspector.</p>	18	Ea	
<p><b>13 - INSTALL A NEW 400 AMP ELECTRIC SERVICE ENTRANCE</b> (80.09000)</p> <p>Remove existing Electric panels and install two new 400 amp panels, 1 at the front of the building where the existing is located and the other at the rear of building where existing is located. Material and method of installation to comply with electric code requirements.</p>	2		

**Subtotal for Electrical System**

Customer: \_\_\_\_\_

Contractor: \_\_\_\_\_

## Location: HVAC

HVAC & Gas System	Quantity	Units	Total
<b>14 - GENERAL HVAC WORK</b> (85.00000)	7	Ea	

Replace all units with new 15 SEER or higher

## Location: ADA Bathroom

Electrical System	Quantity	Units	Total
<b>15 - GENERAL ELECTRICAL WORK</b> (80.00000)	1		

Install a new exhaust fan with light in ceiling with exhaust to exterior of building. Include all wiring, switches and labor. Install to local code required.

Plumbing System	Quantity	Units	Total
<b>16 - GENERAL PLUMBING WORK</b> (75.00000)			

Relocate any plumbing water lines or waste lines as needed for both the ADA bathroom and the Laundry room to include floor cutting and replacing, moving of vent stack if needed.

<b>17 - INSTALL A NEW WALL HUNG SINK</b> (75.02250)	1		
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Install a new wall hung lavatory. Install necessary blocking behind wall surface and a new metal bracket to support sink. Install a new faucet with two lever handles. Connect water lines, drain lines and vents that are necessary to make sink work properly and meet code requirements. Install armor over water and waste lines to meet ADA code

<b>18 - INSTALL A NEW TOILET FOR A PERSON WITH A DISABILITY</b> (75.06500)	1	Ea	
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Install a new 2 piece closed coupled, vitreous china, water saving commode with maximum 1.6 gallons per flush manufactured by American Standard, Kohler or approved equal. Toilet to be designed for use by a person who has a disability like the disabled person's living in the house. Commode to include all new components including a metal flush handle, pressed wood seat, plastic supply line, shut off valve, stub up, flange and wax seal. Top of toilet tank to be no more than 1" from back wall. Owner to select commode using an \$200. fixture allowance.

Customer: \_\_\_\_\_

Contractor: \_\_\_\_\_

**Subtotal for Plumbing System**

Walls	Quantity	Units	Total
<b>19 - REMOVE WALL</b> (60.00250)		LF	

Demo existing public bathroom and existing laundry room and prepare for new.

<b>20 - FRAME UP A NEW STUD WALLS ADA PUBLIC BATHROOM AND LAUNDRY</b> (60.05000)		SF	
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Frame up a new 2" x 4" stud wall using building code approved materials and methods of construction. Wall to have a single bottom plate and a double top plate and blocking for grab bars and wall hung sink. Include ALL finish work drywall, doors, paint, baseboard, grab bars, mirror and ceilings.

**Subtotal for Walls**

**Location: Laundry Room**

Electrical System	Quantity	Units	Total
<b>21 - INSTALL A CEILING LIGHT FIXTURE, SWITCH AND WIRING</b> (80.02250)	1	Ea	

Install a new 4' LED ceiling light fixture with new switch and new wiring. Materials and installation method to meet with approval of electrical inspector. Owner to select light fixture using a \$80 allowance.

<b>22 - INSTALL A NEW WASHING MACHINE PLUG-IN AND WIRING</b> (80.07500)	1	Ea	
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Install a new washing machine receptacle with new wiring that includes a ground wire. Run new wiring behind building surface materials unless otherwise approved by Program Administrator. Materials and method of installation must also meet with approval of electrical inspector.

<b>23 - INSTALL A CLOTHES DRYER PLUG-IN AND WIRING</b> (80.07750)	1	Ea	
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Install a new 220-V 50-Amp clothes dryer receptacle and wiring that includes a ground wire. Run new wiring behind building surface materials unless otherwise approved by Program Administrator. Materials and method of installation must also meet with approval of electrical inspector.

Customer: \_\_\_\_\_

Contractor: \_\_\_\_\_



**Subtotal for Electrical System**

Plumbing System	Quantity	Units	Total
<b>24 - GENERAL PLUMBING WORK</b> (75.00000)	1		

Relocate existing water heater in new laundry room to include water lines, drain lines, drain pan and electrical. All work to meet local codes.

<b>25 - INSTALL A WASHING MACHINE HOOK-UP</b> (75.12250)	1	Ea	
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Install a recessed washing machine control box, hot and cold water lines, cut-off valves, drain lines and vent. All materials and work to comply with code requirements.

**Subtotal for Plumbing System**

**Location: Storefront**

Doors	Quantity	Units	Total
<b>26 - GENERAL DOOR WORK</b> (45.00000)	1	Ea	

Remove existing door towards rear of building on parking lot side, frame new opening and install a double 3-0 x 6-8 impact rated 6 panel door with new hardware. Owner to use \$150 allowance for hardware.

<b>27 - GENERAL DOOR WORK</b> (45.00000)	1	Ea	
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Remove existing door and frame work at front parking lot side of building. Install new impact rated store front glass and double doors.

**Subtotal for Doors**

**Location: Floor**

Floors & Stairs	Quantity	Units	Total
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Customer: \_\_\_\_\_

Contractor: \_\_\_\_\_

**28 - GENERAL FLOOR & STAIR WORK** (55.00000)

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Prep existing concrete floors, repair cracks, remove any paint or existing floor coverings. Paint floor with an epoxy nonskid covering. Owner to select color from color chart and floor scheme. Owner can pick up to three colors.

**Location: Parking Lot**

Site Work	Quantity	Units	Total
<b>29 - GENERAL SITE WORK</b> (20.00000)		Ea	

Enlarge parking lot inside fenced area. Extend paved area towards trees, reseal existing and paint parking spaces. Provide signs for Handi-cap spaces per code.

**Location: Plumbing**

Plumbing System	Quantity	Units	Total
<b>30 - GENERAL PLUMBING WORK</b> (75.00000)			

The owner says there is a problem with the waste line backing up. The waste line runs along the east side of the building between the HVAC units and the building. The line appears to have a pitch problem and may need to be reset to the correct slope.

<b>Total</b>	
--------------	--

Customer: \_\_\_\_\_

Contractor: \_\_\_\_\_

**OWNER ACCEPTS SCOPE OF WORK**

I have read the contents of this work write up and received a copy. I fully understand the repairs to be made to my property.

X \_\_\_\_\_  
Owner: Date

**CONTRACTOR ACCEPTS SCOPE OF WORK**

I have read the contents of this work write up and agree to perform all work called for in accordance with the bid submitted on \_\_\_\_\_.

X \_\_\_\_\_  
Contractor Date

X \_\_\_\_\_  
Construction Specialist Date

**ATTACHMENT B**  
**Federal Wage Decision**  
*(Prevailing Davis-Bacon Wage Rate for the  
Project)*

**General Decision Number: FL20230212**

**State: Florida**

**Construction Type: Building**

**County: Manatee County**

**Publication Date: 01/06/2023**

"General Decision Number: FL20230212 01/06/2023

Superseded General Decision Number: FL20220212

State: Florida

Construction Type: Building

County: Manatee County in Florida.

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

Note: Contracts subject to the Davis-Bacon Act are generally required to pay at least the applicable minimum wage rate required under Executive Order 14026 or Executive Order 13658. Please note that these Executive Orders apply to covered contracts entered into by the federal government that are subject to the Davis-Bacon Act itself, but do not apply to contracts subject only to the Davis-Bacon Related Acts, including those set forth at 29 CFR 5.1(a)(2)-(60).

<p>If the contract is entered into on or after January 30, 2022, or the contract is renewed or extended (e.g., an option is exercised) on or after January 30, 2022:</p>	<ul style="list-style-type: none"> <li>. Executive Order 14026 generally applies to the contract.</li> <li>. The contractor must pay all covered workers at least \$16.20 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 2023.</li> </ul>
<p>If the contract was awarded on or between January 1, 2015 and January 29, 2022, and the contract is not renewed or extended on or after January 30, 2022:</p>	<ul style="list-style-type: none"> <li>. Executive Order 13658 generally applies to the contract.</li> <li>. The contractor must pay all covered workers at least \$12.15 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on that contract in 2023.</li> </ul>

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

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

Modification Number      Publication Date  
 0                              01/06/2023

ASBE0067-003 01/01/2021

	Rates	Fringes
ASBESTOS WORKER/HEAT & FROST INSULATOR.....	\$ 30.12	13.11

ELEC0915-005 12/05/2022

	Rates	Fringes
ELECTRICIAN (Includes Low Voltage Wiring).....	\$ 29.74	42%+\$0.35

ELEV0074-001 01/01/2022

	Rates	Fringes
ELEVATOR MECHANIC.....	\$ 45.46	36.885+a+b

FOOTNOTE:

a. Employer contributions 8% of regular hourly rate to vacation pay credit for employee who has worked in business more than 5 years; Employer contributions 6% of regular hourly rate to vacation pay credit for employee who has worked in business less than 5 years.

b. Paid Holidays: New Year's Day; Memorial Day; Independence Day; Labor Day; Veterans' Day, Thanksgiving Day; The Friday after Thanksgiving Day; and Christmas Day.

ENGI0487-021 07/01/2016

	Rates	Fringes
OPERATOR: Crane All Cranes 160 Ton Capacity and Over.....	\$ 33.05	9.20
All Cranes Over 15 Ton Capacity.....	\$ 32.05	9.20
OPERATOR: Forklift.....	\$ 23.25	9.20
OPERATOR: Mechanic.....	\$ 32.05	9.20
OPERATOR: Oiler.....	\$ 23.50	9.20

IRON0397-007 07/01/2022

	Rates	Fringes
IRONWORKER, STRUCTURAL.....	\$ 32.60	16.97

IRON0402-001 10/01/2021

	Rates	Fringes
IRONWORKER, ORNAMENTAL.....	\$ 25.50	14.66

SFFL0821-004 07/01/2022

	Rates	Fringes
SPRINKLER FITTER (Fire Sprinklers).....	\$ 31.28	21.34

SUFL2014-021 08/16/2016

	Rates	Fringes
CARPENTER.....	\$ 19.78	8.05
CEMENT MASON/CONCRETE FINISHER...	\$ 14.85 **	0.60
IRONWORKER, REINFORCING.....	\$ 26.37	12.65
LABORER: Common or General, Including Cement Mason Tending...	\$ 13.11 **	0.60
LABORER: Pipelayer.....	\$ 14.00 **	1.40
OPERATOR: Backhoe/Excavator/Trackhoe.....	\$ 22.07	8.80
OPERATOR: Bulldozer.....	\$ 15.40 **	1.90
OPERATOR: Grader/Blade.....	\$ 18.97	0.00
OPERATOR: Loader.....	\$ 14.00 **	1.40
OPERATOR: Roller.....	\$ 14.43 **	4.78
PAINTER: Brush, Roller and Spray.....	\$ 14.72 **	2.13
PIPEFITTER, Includes HVAC Pipe Installation.....	\$ 21.93	7.96
PLUMBER.....	\$ 21.14	8.11
ROOFER.....	\$ 19.00	1.17
SHEET METAL WORKER, Includes HVAC Duct Installation.....	\$ 18.82	6.78
TILE SETTER.....	\$ 18.01	0.00
TRUCK DRIVER: Dump Truck.....	\$ 13.22 **	2.12
TRUCK DRIVER: Lowboy Truck.....	\$ 14.24 **	0.00

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

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\*\* Workers in this classification may be entitled to a higher minimum wage under Executive Order 14026 (\$16.20) or 13658 (\$12.15). Please see the Note at the top of the wage determination for more information.

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 <https://www.dol.gov/agencies/whd/government-contracts>.

Unlisted classifications needed for work not included within the scope of the classifications listed may be added after award only as provided in the labor standards contract clauses (29CFR 5.5 (a) (1) (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 National Office because National Office has responsibility for the Davis-Bacon survey program. If the response from this initial contact is not satisfactory, then the process described in 2.) and 3.) should be followed.

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

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

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

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

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

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

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

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

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END OF GENERAL DECISIO"

**ATTACHMENT C**  
**Payroll Form WH-347**  
**(for informational purposes only)**





**ATTACHMENT D**  
**Record of Employee Interview**  
**Form, HUD-11**  
**(for informational purposes only)**

# 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"/>	4c. Pay stub? Yes <input type="checkbox"/> No <input type="checkbox"/>
				Medical Yes <input type="checkbox"/> No <input type="checkbox"/>	
				Pension Yes <input type="checkbox"/> No <input type="checkbox"/>	
5. Your job classification(s) (list all) --- continue on a separate sheet if necessary					
6. Your duties					
7. Tools or equipment used					
8. Are you an apprentice or trainee? Y <input type="checkbox"/> N <input type="checkbox"/>					
9. Are you paid for all hours worked? Y <input type="checkbox"/> N <input type="checkbox"/>					
10. Are you paid at least time and 1/2 for all hours worked in excess of 40 in a week? Y <input type="checkbox"/> N <input type="checkbox"/>					
11. Have you ever been threatened or coerced into giving up any part of your pay? Y <input type="checkbox"/> N <input type="checkbox"/>					
12a. Employee Signature			12b. Date		
13. Duties observed by the Interviewer (Please be specific.)					
14. Remarks					
15a. Interviewer name (please print)		15b. Signature of Interviewer		15c. Date of interview	

### Payroll Examination

16. Remarks

17a. Signature of Payroll Examiner	17b. Date
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Previous editions are obsolete

Form HUD-11 (08/2004)

**ATTACHMENT E**  
**Bid Form and Required Attachments**  
(must attach to your bid)



**BID FORM**

Manatee County is accepting bids from contractors for the rehabilitation of the property located at \_\_\_\_\_ The final selection may not be based solely on price, but may include other criteria.

**CONTRACTOR'S BID:**

Having read the Work Write-Up # \_\_\_\_\_ dated \_\_\_\_\_, I do hereby propose to furnish all labor, equipment, tools, materials and services in accordance with the work write-up for the sum of \_\_\_\_\_ (\$ \_\_\_\_\_), as fully detailed in the Work Write-up bid. All work included in this bid will be completed within \_\_\_\_\_ days of the issuance of a Notice to Proceed.

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

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

Date of Site Visit \_\_\_\_\_

Name of Representative Who Visited Site \_\_\_\_\_

Date:	_____
Authorized Signature:	_____
Name and Title:	_____
Company Name:	_____
Address:	_____
Telephone Number:	_____
Federal Identification #:	_____
Property Owner Name:	_____

Address:

City, State, Zip:

**CONTRACTORS: Submit bids and upload all required documents in Neighborly.**

Attachments are listed below. This will also serve as a checklist/reminder of those documents which need to be submitted/uploaded with your bid. Attachments are listed as Mandatory or Informational/Conditional.

<u>Document</u>	<u>Mandatory</u>	<u>Informational/ Conditional</u>
A Bid Template	X	
B Proof of Valid License	X	
C Drug Free Workplace	X	
D Public Contractors-Environmental Crime	X	
E Contractor's Questionnaire	X	
F MBE/WBE Certification - <i>(To be supplied by contractor if applicable)</i>		X
G Proof of Insurance	X	
H Proof of Registration with Suncoast Workforce	X	
I Byrd Anti-Lobbying Certificate <i>(Must be submitted with any Bid Over \$100,000K)</i>	X	
J Bid Bond (5% of Total Bid) <i>(Must be submitted with any Bid Over \$100,000K)</i>	X	
K Authorized Agent Form <i>(If someone other than the Signator of the bid form is attending info conference)</i>	X	
L Addendum Form <i>(If someone other than the</i>		X

Reminder also upload a separate page detailing any deviation from technical specifications, if any.

**Document A**  
**Bid Template**  
(must attach to your bid)

## Location: General Requirements

General Requirements	Quantity	Units	Total
<b>1 - General Requirements All (1.00100)</b>			

Community Development Division assumes no responsibility or liability. All work specified is not conclusive. All measurements, and quantities in this work write-up are approximate. Prior to bid submittal, all contractors are required to verify exact measurements, size and quantities; and to know job conditions, and to immediately notify the Community Development Division of any other necessary work to achieve quality finish products that meet or exceed applicable specs and codes prior to contract signing. The specified items in this work write-up DO NOT preempt any current applicable codes enforced by the permitting authority having jurisdiction.

Contractor shall provide all required sketches and/or drawings as required by the construction permitting authority having jurisdiction. Contractor shall obtain, pay for and post on site all permits and licenses necessary to complete this project. Contractor and Subcontractors must have current license required by the State, County and City.

Contractor shall provide on-site container for construction debris removal.

Contractor shall use only materials with low or no Volatile Organic Compounds (VOCs) on finishes, glues, adhesives, solvents, and cleaners to minimize occupant exposure to chemicals. Interior paint shall have no VOCs.

NO FLOOR COVERING SHALL BE INSTALLED UNTIL ALL OTHER WORK HAS BEEN COMPLETED AND APPROVED BY THE OWNER AND COMMUNITY DEVELOPMENT DIVISION. Unless otherwise specified, all materials shall be new and shall match existing as to size, style, color and method of installation. All subflooring and underlayment shall be well secured, dry, clean, level, and free of cracks, depressions, voids and bumps before installation of finished floor covering. all applicable codes and/or manufacturer's specs shall apply.

Code compliance: Contractor shall comply with local and Florida Building Codes.

Contractor to preform work specified in Work Write-up in a high-quality workmanlike manner using specified materials or approved equals. Materials must also 1) be high quality 2) be installed in accordance with manufacturer's specs and 3) meet requirements of rehab inspector.

Contractor shall take steps to protect Building and contents from damage during project. Contractor is advised to use drop cloths to protect furniture, appliances and other contents and components. Contractor shall move furniture and appliances out of and back into work area once work is complete. Contractor not to leave furniture, appliances, or other Building contents unprotected outside Building during job.

Contractor responsible for professionally repairing building and site components damaged as a result or construction activity.

All new electrical wiring and plumbing lines are to be installed concealed from view inside stud walls, under floor and in attics. Unless otherwise approved by Building Owner and HDC Inspector.

All exposed exterior wall cavities that are to be enclosed by a new wall surface material are to have code required insulation installed in the cavity before the new wall surface material is installed.

Contractor to take steps necessary to reduce and contain airborne dust created during construction, demolition and removal of defective paint. Wet scrape if removing defective paint. DO NOT use electric sander or torches if removing paint. Contractor and workers encouraged to wear protective clothing and respirators and to follow hygiene procedures approved by OSHA.

The customer is responsible for moving personal items from work areas, for boxing-up and protecting any breakable items, and for removing excessive amounts or personal property from the Building before construction begins.

The customer is responsible for helping the contractor by keeping the Building and Parking Area orderly during construction.

The customer is responsible for removing all junk, trash and debris from the Property prior to construction. The customer agrees to keep Property orderly following project.

The customer shall cause to have all non-current licensed and /or inoperative vehicles and vehicle parts removed from the premises prior to the commencement of the rehab construction.

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**2 - PERMITS AND LICENSES** (1.00250)

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Contractor shall obtain, pay for and post on site all permits and licenses necessary to complete this project. Contractor and subcontractors must have current licenses required by the State, County and City.

**3 - PLACE A JOB SIGN IN FRONT YARD** (1.01250)

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Contractor must securely position a project sign in the front of Building and within view of the street. It is the Contractor's responsibility to pick a sign up from, and return it to, the Program Administrator. Signs to be returned in good condition.

**4 - CONTRACTOR TO VERIFY MEASUREMENTS, SIZES & QUANTITIES** (1.01500)

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All measurements, sizes and quantities in this Work Write-Up are APPROXIMATE. The Contractor is responsible for verifying exact measurements, sizes and quantities prior to submitting a quote.

**5 - GENERAL WARRANTY** (1.02250)

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Materials installed and work performed shall have a one year Contractor warranty from the date of final acceptance of the work by the Property Owner and Program Administrator. Refer to project Contract for specific requirements concerning warranty.

***Subtotal for General Requirements***

## Location: Roof & Attic

Roof & Attic	Quantity	Units	Total
<b>6 - GENERAL ROOF WORK</b> (35.00000)		Ea	

You will need a structural Engineer to sign and seal truss repairs or replacement, there appears to be two trusses with damage. The price for this item is only the cost for the Engineer not to include the repair.

<b>7 - REPLACE UP TO 10% OF ROOF DECKING</b> (35.03750)	15	Ea	
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Replace up to 10% of any rotten, badly warped or broken roof decking and nailers. Material shall match remaining material as closely as possible. Roofs requiring more than 10% decking shall be covered through a Change Order. Call Program Administrator for Compliance Inspection after installing new decking and nailers, and before replacing additional decking and nailers. NOTE if this item is not needed it will be credited back to the project with a change order.

<b>8 - INSTALL NEW SHINGLES ON ROOF DECKING</b> (35.09260)			
--	--	--	--

INSTALL NEW SHINGLES ON ROOF DECKING. NOTIFY REO HOUSING & COMMUNITY DEVELOPMENT SPECIALIST TWO WORKING DAYS PRIOR TO DATE OF ROOF TEAR OFF. Roofer must provide County Building Inspections with Roofer Affidavit. Remove all existing shingles and underlayment down to roof decking. Install a secondary water barrier and aluminum drip edge. Install Ridge Vent or appropriate style venting for roof style SHINGLE MUST BE A MINIMUM TWENTY FIVE YEAR RATED, HIGH EMISSIVE ROOFING SHINGLE. Installation shall adhere to local jurisdiction's codes. **\*\*NOTE\*\* PRICE IS TO INCLUDE UP TO THREE SHEETS OF ROOF SHEATHING. \*\* NOTE\*\* This is for the parapet roof area.**

<b>9 - INSTALL NEW COLD APPLIED MEMBRANE ROOFING</b> (35.09800)	4,800	SF	
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Apply TPO , PVC or an equivalent type of roofing material. Include with your bid type and brand of roofing quoted. Provide a 10 year written performance guarantee.

**Subtotal for Roof & Attic**

## Location: Electrical

Electrical System	Quantity	Units	Total
<b>10 - CHECK/TEST/REPAIR ELECTRICAL OUTLET/SWITCH/FIXTURE CONNECTIONS</b> (80.00010)			

CHECK/TEST/REPAIR ALL ELECTRICAL OUTLET/SWITCH/FIXTURE CONNECTIONS INTERIOR AND EXTERIOR OF HOME. All receptacles, switches, fixtures, HVAC panel(s) - ground and bond, water heater and all connections should be within the local code that is appropriate for the year the structure was built. All interior and exterior wiring shall be utilized and should be checked, tested, repaired, and/or replaced as needed, and should be done according to the local code that is appropriate for the year the structure was built

<b>11 - REPLACE EXISTING CEILING LIGHT FIXTURE WITH A NEW FIXTURE</b> (80.02300)			
REPLACE EXISTING CEILING LIGHT FIXTURE WITH A NEW LIGHT FIXTURE. Install a new 4' energy star rated LED or Compact fluorescent bulb light fixture. Customer to pick style and color using a \$80 purchase allowance. Replace all lights in work/ classroom area.			

<b>12 - REPAIR ELECTRIC PLUG-IN AT WORK STATIONS</b> (80.06000)	18	Ea	
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Repair existing electrical receptacle and wiring to operate safely and properly when repair complete. There are to be two work stations per 20 amp breaker for a total of 18 circuits. Use materials and repair methods that meet with approval of electrical code inspector.

<b>13 - INSTALL A NEW 400 AMP ELECTRIC SERVICE ENTRANCE</b> (80.09000)	2		
Remove existing Electric panels and install two new 400 amp panels, 1 at the front of the building where the existing is located and the other at the rear of building where existing is located. Material and method of installation to comply with electric code requirements.			

***Subtotal for Electrical System***

## Location: HVAC

HVAC & Gas System	Quantity	Units	Total
<b>14 - GENERAL HVAC WORK</b> (85.00000)	7	Ea	

Replace all units with new 15 SEER or higher



## Location: ADA Bathroom

Electrical System	Quantity	Units	Total
<b>15 - GENERAL ELECTRICAL WORK</b> (80.00000)	1		

Install a new exhaust fan with light in ceiling with exhaust to exterior of building. Include all wiring, switches and labor. Install to local code required.

Plumbing System	Quantity	Units	Total
<b>16 - GENERAL PLUMBING WORK</b> (75.00000)			

Relocate any plumbing water lines or waste lines as needed for both the ADA bathroom and the Laundry room to include floor cutting and replacing, moving of vent stack if needed.

<b>17 - INSTALL A NEW WALL HUNG SINK</b> (75.02250)	1		
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Install a new wall hung lavatory. Install necessary blocking behind wall surface and a new metal bracket to support sink. Install a new faucet with two lever handles. Connect water lines, drain lines and vents that are necessary to make sink work properly and meet code requirements. Install armor over water and waste lines to meet ADA code

<b>18 - INSTALL A NEW TOILET FOR A PERSON WITH A DISABILITY</b> (75.06500)	1	Ea	
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Install a new 2 piece closed coupled, vitreous china, water saving commode with maximum 1.6 gallons per flush manufactured by American Standard, Kohler or approved equal. Toilet to be designed for use by a person who has a disability like the disabled person's living in the house. Commode to include all new components including a metal flush handle, pressed wood seat, plastic supply line, shut off valve, stub up, flange and wax seal. Top of toilet tank to be no more than 1" from back wall. Owner to select commode using an \$200. fixture allowance.

### **Subtotal for Plumbing System**

Walls	Quantity	Units	Total
<b>19 - REMOVE WALL</b> (60.00250)		LF	

Demo existing public bathroom and existing laundry room and prepare for new.

**20 - FRAME UP A NEW STUD WALLS ADA PUBLIC BATHROOM AND LAUNDRY (60.05000)**

SF

Frame up a new 2" x 4" stud wall using building code approved materials and methods of construction. Wall to have a single bottom plate and a double top plate and blocking for grab bars and wall hung sink. Include ALL finish work drywall, doors, paint, baseboard, grab bars, mirror and ceilings.

***Subtotal for Walls***

**Location: Laundry Room**

Electrical System	Quantity	Units	Total
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**21 - INSTALL A CEILING LIGHT FIXTURE, SWITCH AND WIRING (80.02250)**

1

Ea

Install a new 4' LED ceiling light fixture with new switch and new wiring. Materials and installation method to meet with approval of electrical inspector. Owner to select light fixture using a \$80 allowance.

**22 - INSTALL A NEW WASHING MACHINE PLUG-IN AND WIRING (80.07500)**

1

Ea

Install a new washing machine receptacle with new wiring that includes a ground wire. Run new wiring behind building surface materials unless otherwise approved by Program Administrator. Materials and method of installation must also meet with approval of electrical inspector.

**23 - INSTALL A CLOTHES DRYER PLUG-IN AND WIRING (80.07750)**

1

Ea

Install a new 220-V 50-Amp clothes dryer receptacle and wiring that includes a ground wire. Run new wiring behind building surface materials unless otherwise approved by Program Administrator. Materials and method of installation must also meet with approval of electrical inspector.

***Subtotal for Electrical System***

Plumbing System	Quantity	Units	Total
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**24 - GENERAL PLUMBING WORK (75.00000)**

1

Relocate existing water heater in new laundry room to include water lines, drain lines, drain pan and electrical. All work to meet local codes.

<b>25 - INSTALL A WASHING MACHINE HOOK-UP</b> (75.12250)	1	Ea	
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Install a recessed washing machine control box, hot and cold water lines, cut-off valves, drain lines and vent. All materials and work to comply with code requirements.

**Subtotal for Plumbing System**

**Location: Storefront**

Doors	Quantity	Units	Total
<b>26 - GENERAL DOOR WORK</b> (45.00000)	1	Ea	

Remove existing door towards rear of building on parking lot side, frame new opening and install a double 3-0 x 6-8 impact rated 6 panel door with new hardware. Owner to use \$150 allowance for hardware.

<b>27 - GENERAL DOOR WORK</b> (45.00000)	1	Ea	
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Remove existing door and frame work at front parking lot side of building. Install new impact rated store front glass and double doors.

**Subtotal for Doors**

**Location: Floor**

Floors & Stairs	Quantity	Units	Total
<b>28 - GENERAL FLOOR &amp; STAIR WORK</b> (55.00000)			

Prep existing concrete floors, repair cracks, remove any paint or existing floor coverings. Paint floor with an epoxy nonskid covering. Owner to select color from color chart and floor scheme. Owner can pick up to three colors.

**Location: Parking Lot**

Site Work	Quantity	Units	Total
<b>29 - GENERAL SITE WORK</b> (20.00000)		Ea	

Enlarge parking lot inside fenced area. Extend paved area towards trees, reseal existing and paint parking spaces. Provide signs for Handi-cap spaces per code.

## Location: Plumbing

Plumbing System	Quantity	Units	Total
<b>30 - GENERAL PLUMBING WORK</b> (75.00000)			

The owner says there is a problem with the waste line backing up. The waste line runs along the east side of the building between the HVAC units and the building. The line appears to have a pitch problem and may need to be reset to the correct slope.

Total

### OWNER ACCEPTS SCOPE OF WORK

I have read the contents of this work write up and received a copy. I fully understand the repairs to be made to my property.

X \_\_\_\_\_  
Owner:

\_\_\_\_\_  
Date

### CONTRACTOR ACCEPTS SCOPE OF WORK

I have read the contents of this work write up and agree to perform all work called for in accordance with the bid submitted on \_\_\_\_\_.

X \_\_\_\_\_  
Contractor

\_\_\_\_\_  
Date

X \_\_\_\_\_  
Construction Specialist

\_\_\_\_\_  
Date

**Document B**  
**Proof of Valid License**  
(must attach to your bid)

**Document C**  
**Drug Free Work Place Certification**  
(must attach to your bid)

# Certification for a Drug-Free Workplace

U.S. Department of Housing and Urban Development

Applicant Name

Program/Activity Receiving Federal Grant Funding

Acting on behalf of the above named Applicant as its Authorized Official, I make the following certifications and agreements to the Department of Housing and Urban Development (HUD) regarding the sites listed below:

I certify that the above named Applicant will or will continue to provide a drug-free workplace by:

a. Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the Applicant's workplace and specifying the actions that will be taken against employees for violation of such prohibition.

b. Establishing an on-going drug-free awareness program to inform employees ---

- (1) The dangers of drug abuse in the workplace;
- (2) The Applicant's policy of maintaining a drug-free workplace;
- (3) Any available drug counseling, rehabilitation, and employee assistance programs; and
- (4) The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace.

c. Making it a requirement that each employee to be engaged in the performance of the grant be given a copy of the statement required by paragraph a.;

d. Notifying the employee in the statement required by paragraph a. that, as a condition of employment under the grant, the employee will ---

- (1) Abide by the terms of the statement; and
- (2) Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five calendar days after such conviction;

e. Notifying the agency in writing, within ten calendar days after receiving notice under subparagraph d.(2) from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position title, to every grant officer or other designee on whose grant activity the convicted employee was working, unless the Federalagency has designated a central point for the receipt of such notices. Notice shall include the identification number(s) of each affected grant;

f. Taking one of the following actions, within 30 calendar days of receiving notice under subparagraph d.(2), with respect to any employee who is so convicted ---

- (1) Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or
- (2) Requiring such employee to participate satisfactorily 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;

g. Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs a. thru f.

2. **Sites for Work Performance.** The Applicant shall list (on separate pages) the site(s) for the performance of work done in connection with the HUD funding of the program/activity shown above: Place of Performance shall include the street address, city, county, State, and zip code. Identify each sheet with the Applicant name and address and the program/activity receiving grant funding.)

Check here  if there are workplaces on file that are not identified on the attached sheets.

I hereby certify that all the information stated herein, as well as any information provided in the accompaniment herewith, is true and accurate.

**Warning:** HUD will prosecute false claims and statements. Conviction may result in criminal and/or civil penalties. (18 U.S.C. 1001, 1010, 1012; 31 U.S.C. 3729, 3802)

Name of Authorized Official		Title	
Signature		Date	
X			

form HUD-50070 (3/98)  
ref. Handbooks 7417.1, 7475.13, 7485.1 & .3

**Document D**  
**Public Contracting and Environmental**  
**Crimes Certification**  
(must attach to your bid)



## PUBLIC CONTRACTING AND ENVIRONMENTAL CRIMES 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 Manatee County Board of County Commissioners by:

\_\_\_\_\_ for  
[print individual's name and title]

\_\_\_\_\_  
[print name of entity submitting sworn statement]

whose business address is:

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

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

been convicted of bribery or attempting to bribe a public officer or employee of Manatee County, the State of Florida, or any other public entity, including, but not limited to the Government of the United States; any state, or any local government authority in the United States, in that officer's or employee's official capacity; or

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

been convicted of a violation of an environmental law that, in the sole opinion of the County's Purchasing Director, reflects negatively upon the ability of the person or entity to conduct business in a responsible manner; or

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

where an officer, official, agent or employee of a business entity has been convicted of or has admitted to any of the crimes set forth above on behalf of such entity and pursuant to the direction or authorization of an official thereof (including the person committing the offense, if he is an official of the business entity), the business shall be chargeable with the conduct herein above set forth. A business entity shall be chargeable with the conduct of an affiliated entity, whether wholly owned, partially owned, or one which has common ownership or a common Board of Directors. For purposes of this form, business entities are affiliated if, directly or indirectly, one business entity controls or has the power to control another business entity, or if an individual or group of individuals controls or has the power to control both

entities. Indicia of control shall include, without limitation, interlocking management or ownership, identity of interests among family members, shared organization of a business entity following the ineligibility of a business entity under this Article, or using substantially the same management, ownership or principles as the ineligible entity.

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

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

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

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

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

Personally known \_\_\_\_\_ OR produced identification

\_\_\_\_\_ 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.

**Document E**  
**Contractor's Questionnaire**  
**(must complete and include in bid**  
**package – answer all questions or**  
**indicate why the question does not**  
**apply to you - do not leave any blanks)**

**CONTRACTOR'S QUESTIONNAIRE**

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

THIS QUESTIONNAIRE MUST BE COMPLETED AND SUBMITTED WITH YOUR BID.

LICENSE # and COMPANY NAME: \_\_\_\_\_

PHYSICAL ADDRESS: \_\_\_\_\_

TELEPHONE NUMBER: (    ) \_\_\_\_\_ FAX: (    ) \_\_\_\_\_

Bidding as an individual: \_\_\_; a partnership: \_\_\_; a corporation: \_\_\_; a joint venture: \_\_\_

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

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

Your organization has been in business under this firm's name as a \_\_\_\_\_ for how many years? \_\_\_\_\_

Describe and give the date and owner of the last three government projects you've completed which are similar in cost, type, size and nature as the one proposed. Include contact names and phone numbers:

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

Have you ever been assessed liquidated damages under a contract during the past (5) five years? If so, state when, where and why and provide contact names, addresses and phone numbers.

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

Have you ever failed to complete work awarded to you? If so, state when, where and why and provide contact names, addresses and phone numbers.

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

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

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

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

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Will you subcontract out any part of this work? If so, describe which major portion(s):

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List any/all WBE/MBEs that will be utilized in this project, including the contract amount:

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What equipment do you own that will be used for this project?

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What equipment will you purchase/rent that will be used for this project?

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If applicable, list the Surety that will provide the bond(s) for this project:

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

Surety's Address: \_\_\_\_\_

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Surety's resident agent for service of process in Florida:

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

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

---

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

**Document F**  
**MBE/WBE/Section 3 Certification**  
(must be attached to your bid to be eligible for  
up to 10% pricing consideration)

**Document G**  
**Proof of Insurance**  
(must be attached to your bid)



**Document H**  
**Proof of Registration with**  
**CareerSource Suncoast**

(must be attached to your bid to be eligible for  
the project)

**Document I**  
**Byrd Anti-Lobbying Certificate**  
(must be attached to bids over \$100,000K)

## BYRD ANTI-LOBBYING CERTIFICATE

### **Certification for Contracts, Grants, Loans and Cooperative Agreements (to be submitted with each bid)**

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

- (1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with the awarding of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- (2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for making lobbying contacts to an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form—LL, “Disclosure Form to Report Lobbying,” in accordance with its instructions as amended by “Government wide Guidance for New Restrictions on Lobbying,” 61 Fed. Reg. 1413 (1/19/96).
- (3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

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

Pursuant to 31, U.S.C. § 1352 (c)(1)-(2)(A), any person who makes a prohibited expenditure or fails to file or amend a required certification or disclosure form shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such expenditure or failure.

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

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

Signature: \_\_\_\_\_

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

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

**Document J**  
**Bid Bond (5% of Total Bid)**  
**(Must be included in bid package for any**  
**Bid over \$100,000K)**

## **Document K**

### **Authorized Agent Form**

(must be completed, notarized and brought to the Information Conference when Prime sends alternate to act on his behalf)

AUTHORIZED AGENT FORM

For

Manatee County Redevelopment and Economic Opportunity Department

DATE: \_\_\_\_\_

I, \_\_\_\_\_ (name of contractor), authorize  
\_\_\_\_\_ (name of agent), to be an agent in  
and of \_\_\_\_\_ (company name) in all matters with  
my work regarding the Manatee County Redevelopment and Economic Opportunity  
Department. This authorization shall include but not be limited to the signing of  
contracts, change orders and any other related documents that shall be necessary.

\_\_\_\_\_  
Signature - (NAME OF CONTRACTOR)

\_\_\_\_\_  
Signature - (NAME OF AGENT)

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

The foregoing instrument was acknowledged before me this \_\_\_ day of \_\_\_\_\_,  
200\_\_\_ by \_\_\_\_\_, who produced identification  
\_\_\_\_\_ OR is personally known to me and who did/did  
not take an oath.

\_\_\_\_\_  
NOTARY PUBLIC

\_\_\_\_\_  
My Commission Expires

**Document L**  
**Addendum Acknowledgement Form**  
(must attach to your bid when addendums are  
issued)



**ADDENDUM ACKNOWLEDGEMENT FORM**

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

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

PROJECT ADDRESS: \_\_\_\_\_  
\_\_\_\_\_

Acknowledge Addendum No. \_\_\_\_ Dated: \_\_\_\_\_

Acknowledge Addendum No. \_\_\_\_ Dated: \_\_\_\_\_

Acknowledge Addendum No. \_\_\_\_ Dated: \_\_\_\_\_

Acknowledge Addendum No. \_\_\_\_ Dated: \_\_\_\_\_

Acknowledge Addendum No. \_\_\_\_ Dated: \_\_\_\_\_

COMPANY NAME: \_\_\_\_\_

AUTHORIZED SIGNATURE: \_\_\_\_\_

\_\_\_\_\_  
(Print Name & Title of Signer)

DATE: \_\_\_\_\_

COMPANY ADDRESS: \_\_\_\_\_

\_\_\_\_\_

PHONE: \_\_\_\_\_ FAX: \_\_\_\_\_

E-Mail Address: \_\_\_\_\_