
CONTRACTOR'S NAME

**HOUSING REHABILITATION
COLUMBIA COUNTY FY09
FLORIDA SMALL CITIES
COMMUNITY DEVELOPMENT
BLOCK GRANT
PROJECT NUMBER 11DB-L4-03-22-01-H20**

PROPERTY OWNER:

**LOLA PIPKIN
448 SW LEGREE TERRACE
FT. WHITE, FL 32038**

UNIT NO. 09-04

OCTOBER 13, 2011

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SECTION A
ADVERTISEMENT FOR BIDS

ADVERTISEMENT FOR BIDS
REHABILITATION, DEMOLITION/REPLACEMENT, MOBILE HOMES

Project No. 11DB-L4-03-22-01-H20

Columbia County (herein referred to as the "Owner")

Sealed bids marked "Sealed Bid - Columbia County Small Cities Community Development Block Grant Project for Fiscal Year 2009, Housing Rehabilitation Grant" to be financed by the State of Florida Department of Economic Opportunity under the provisions, and subject to the requirements, of Title I of the Housing and Community Development Act of 1974, as amended, will be received by the County for rehabilitation or demolition/replacement dwelling units on behalf of the following owners for the following units:

Rehabilitation

Unit 09-3, June Reece, 181 SE Cameron Terrace, Lake City; and
Unit 09-8, Evon White, 534 SW Country Club Road, Lake City.

Demolition/Replacement

Unit No. 09-2, Betty Murphy, 134 NW Hensley Glen, Lake City; and
Unit No. 09-4, Lola Pipkin, 448 SW Legree Terrace, Ft. White.

The owners listed above invite bids for the rehabilitation or demolition/replacement of the above referenced properties. In order to be considered, the proposal must be made upon the Bid Proposal Form and in accordance with the Instructions to Bidders. Copies of these forms can be obtained from the Office of the County Manager, located at 135 NE Hernando Street, Lake City, Florida on October 13, 2011 at 1:30 p.m. Eastern Daylight Savings Time.

In order for your firm to submit a bid on the projects located at 181 SE Cameron Terrace, Lake City; 534 SW Country Club Road, Lake City or 134 NW Hensley Glen, Lake City, you, your employees and any subcontractors, including electrical, plumbing and mechanical subcontractors, and their employees performing work on components painted with lead-based paint must have completed a United States Department of Housing and Urban Development approved "Lead-Safe Work Practices" training course.

The improvements are to be made for and under contract to the owners of the subject properties as described above. Disbursements for funds for the improvements will be made by the County on behalf of the owners.

Bids will be received at the Office of the County Manager, located at 135 NE Hernando Street, P. O. Box 1529, Lake City, Florida, 32055, not later than 11:00 a.m. Eastern Daylight Savings Time on October 27, 2011. Bids must be enclosed in a sealed envelope marked with the property owner's name and address. Bids will not be accepted if they are turned in later than the deadline specified above. No electronic or facsimile bids will be accepted. The sealed bids will be publicly opened and read aloud at 11:00 a.m. Eastern Daylight Savings Time on October 27, 2011 at the Office of the County Manager, located at 135 NE Hernando Street, Lake City, FL.

CONTRACTORS, please note that the County will need to know the following information: 1) Your state of licensure, 2) Your license number, 3) Your license class, 4) Certificate of Completion of Lead-Safe Work Practices Training and 5) Your insurance coverage.

A "walk through" of the above properties is scheduled for October 13, 2011 at 1:30 p.m. Please meet at the Office of the County Manager, located at 135 NE Hernando Street, Lake City, Florida, 32055, prior to going to the units. If you plan to submit a bid, a representative of your firm must attend the "walk through" of the units to become familiar with the properties and the work to be completed.

No contractor shall visit the subject property for any reason without first making arrangements with the County and owner.

No Bidder may withdraw his/her bid within sixty (60) days after the actual date of the opening thereof.

A FAIR HOUSING/EQUAL OPPORTUNITY EMPLOYER/HANDICAP ACCESS JURISDICTION

Publish in the legal section on October 4, 2011.

SECTION B
EQUAL OPPORTUNITY PROVISIONS

EQUAL OPPORTUNITY PROVISIONS

A. Activities and Contracts Not Subject to Executive Order 11246, as Amended

(Applicable to Federally assisted construction contracts and related subcontracts \$10,000 and under.)

During the performance of this contract, the Contractor agrees as follows:

- (1) The Contractor shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The Contractor shall take affirmative action to ensure that applicants for employment are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, or national origin. Such action shall include, but not be limited to, the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship.
- (2) The Contractor shall post in conspicuous places, available to employees and applicants for employment, notices to be provided by Contracting Officer setting forth the provisions of this nondiscrimination clause. The Contractor shall state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, or national origin.
- (3) Contractors shall incorporate foregoing requirements in all subcontracts.

B. Executive Order 11246 (contracts/subcontracts above \$10,000)

1. Section 202 Equal Opportunity Clause

During the performance of this contract, the Contractor agrees as follows:

- (1) The Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, or national origin. Such action shall include, but not be limited to, the following: employment,

upgrading, demotion or transfer; recruitment, or recruitment advertising; layoff or termination, rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

- (2) The Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration without regard to race, color, religion, sex, or national origin.
- (3) The Contractor will send to each labor union or representative of workers with which he/she has a collective bargaining agreement or other contract or understanding a notice to be provided by the Contract Compliance Officer advising the said labor union or workers' representative of the Contractor's commitment under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- (4) The Contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and the rules, regulations, and relevant orders of the Secretary of Labor.
- (5) The Contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, pursuant thereto, and will permit access to his/her books, documents, papers and records, and accounts by the County, the Florida Department of Economic Opportunity, the U. S. Department of Housing and Urban Development and the Comptroller General of the United States, and any of their duly authorized representatives and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and others.
- (6) In the event of the Contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the Contractor may be declared ineligible for further Government contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

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

2. Notice of Requirement for Affirmative Action to Ensure Equal Employment Opportunity (Executive Order 11246). (Applicable to contracts/subcontracts exceeding \$10,000).

- (1) The Offeror's or Bidder's attention is called to the "Equal Opportunity Clause" and the "Standard Federal Equal Employment Opportunity Construction Contract Specifications" set forth herein.
- (2) The goals and timetables for minority and female participation, expressed in percentage terms for the Contractor's aggregate workforce in each trade on all construction work in the covered area, are as follows:

Goals for Minority Participation	Goals for Female Participation
22.2%	6.9%

These goals are applicable to all the Contractor's construction work (whether or not it is Federal or Federally assisted) performed in the covered area. If the Contractor performs construction work in a geographic area located outside of the covered area, it shall apply the goals established for such geographic area where the work is actually performed. With regard to this second area, the Contractor also is subject to the goals for both its Federally involved and non-Federally involved construction.

The Contractor's compliance with the Executive Order and the regulations in 41 CFR Part 60-4 shall be based on its implementation of the Equal Opportunity Clause, specific affirmative action obligations required by the specifications set forth in 31 CFR Part 60-4.3 (a), and its efforts to meet the goals established for the geographical area where the contract minority and female employment and training must be substantially uniform throughout the length of the contract, and in each trade, and the Contractor shall make a good faith effort to employ minorities and women evenly on each of its projects. The transfer of minority or female employees or trainees from Contractor to Contractor or from project to project for the sole purpose of meeting the Contractor's goals shall be a violation of the contract, the Executive Order, and the regulations in 41 CFR Part 60-4. Compliance with the goals will be measured against the total work hours performed.

3. The Contractor shall provide written notification to the Director of the Office of Federal Contract Compliance Programs within 10 working days of award of any construction subcontract in excess of \$10,000 at any tier for construction work under the contract resulting from this solicitation. The notification shall list the name, address, and telephone number of the subcontractor; employer identification number; estimated dollar amount of the subcontract; estimated starting and completion dates of the subcontract; and the geographical area in which the contract is to be performed.
4. As used in this Notice, and in the contract resulting from this solicitation, the "covered area" is Columbia County.

(1) Standard Federal Equal Employment Opportunity Construction Contract Specifications (Executive Order 11246) as used in these specifications:

- a. "Covered area" means the geographical area described in the solicitation from which this contract resulted;
- b. "Director" means Director, Officer of Federal Contract Compliance Programs, United States Department of Labor, or any person to whom the Director delegates authority;
- c. "Employer identification number" means the Federal Social Security number used on the Employer's Quarterly Federal Tax Return, U.S. Treasury Department Form 941.

- d. "Minority" includes:
- (i) Black (all persons having origins in any of the Black African racial groups not of Hispanic origin);
 - (ii) Hispanic (all persons of Mexican, Puerto Rican, Cuban, Central or South American or other Spanish Culture or origin, regardless of race);
 - (iii) Asian and Pacific Islander (all persons having origins in any of the original peoples of the Far East, Southeast Asia, the Indian subcontinent, or the Pacific Islands); and
 - (iv) American Indian or Alaskan Native (all persons having origins in any of the original peoples of North America and maintaining identifiable tribal affiliations through membership and participation or community identifications).
- (2) Whenever the Contractor, or any Subcontractor at any tier, subcontracts a portion of the work involving any construction trade, it shall physically include in each subcontract in excess of \$10,000 the provisions of these specifications and the Notice which contains the applicable goals for minority and female participation and which is set forth in the solicitations from which this contract resulted.
- (3) If the Contractor is participating (pursuant to 41 CFR 60-4.5) in a Hometown Plan approved by the U.S. Department of Labor in the covered area either individually or through an association, its affirmative action obligations on all work in the Plan area (including goals and timetables) shall be in accordance with that Plan for those trades which have unions participating in the Plan. Contractors must be able to demonstrate their participation in and compliance with the provisions of any such Hometown Plan. Each Contractor or Subcontractor participating in an approved Plan is individually required to comply with its obligations under the EEO clause, and to make a good faith effort to achieve each goal under the Plan in each trade in which it has employees. The overall good faith performance by other Contractors or Subcontractors toward a goal in an approved Plan does not excuse any covered Contractor's or Subcontractor's failure to take good faith efforts to achieve the plan goals and timetables.

- (4) The Contractor shall implement specific affirmative action standards provided in paragraphs 7a through p of these Contract Documents. The goals set forth in the solicitation from which this contract resulted are expressed as percentages of the total hours of employment and training of minority and female utilization the Contractor should reasonably be able to achieve in each construction trade in which it has employees in the covered area. Covered construction contractors performing contracts in geographical areas where they do not have a Federal or Federally-assisted construction contract shall apply the minority and female goals established for the geographic area where the contract is being performed. Goals are published periodically in the Federal Register in notice form and such notices may be obtained from any Office of Federal Contract Compliance Programs office or from Federal procurement contracting officers. The Contractor is expected to make substantially uniform progress in meeting its goals in each craft during the period specified.
- (5) Neither the provisions of any collective bargaining agreement, nor the failure by a union with whom the Contractor has a collective bargaining agreement to refer to either minorities or women shall excuse the Contractor's obligations under this contract, Executive Order 11246, or the regulations promulgated pursuant thereto.
- (6) In order for the nonworking training hours of apprentices and trainees to be counted in meeting the goals, such apprentices and trainees must be employed by the Contractor during the training period, and the Contractor must have made a commitment to employ the apprentices and trainees at the completion of their training, subject to the availability of employment opportunities. Trainees must be trained pursuant to training programs approved by the U.S. Department of Labor.
- (7) The Contractor shall take specific affirmative actions to ensure equal employment opportunity. The evaluation of the Contractor's compliance with these specifications shall be based upon its effort to achieve maximum results from its actions. The Contractor shall document these efforts fully, and shall implement affirmative action steps at least as extensive as the following:

- a. Ensure and maintain a working environment free of harassment, intimidation, and coercion at all sites, and in all facilities at which the Contractor's employees are assigned to work. The Contractor, where possible, will assign two or more women to each construction project. The Contractor shall specifically ensure that all foremen, superintendents, and other on-site supervisory personnel are aware of and carry out the Contractor's obligation to minority or female individuals working at such sites or in such facilities.
- b. Establish and maintain a current list of minority and female recruitment sources, provide written notification to minority and female recruitment sources and to community organizations when the Contractor or its unions have employment opportunities available, and maintain a record of the organizations' responses.
- c. Maintain a current file of the names, addresses, and telephone numbers of each minority or female off-the-street applicant and minority or female referral from a union, a recruitment source, or community organizations and of what action was taken with respect to each such individual. If such individual was sent to the union or, if referred, not employed by the Contractor, this shall be documented in the file with the reason therefore, along with whatever additional actions the Contractor may have taken.
- d. Provide immediate written notification to the Director when the union or unions with which the Contractor has a collective bargaining agreement has not referred to the Contractor a minority person or women sent by the Contractor, or when the Contractor has other information that the union referral process has impeded the Contractor's efforts to meet its obligations.
- e. Develop on-the-job training opportunities and/or participate in training programs for the area which expressly include minorities and women, including upgrading programs and apprenticeship and trainee programs relevant to the Contractor's employment needs, especially those programs funded or approved by the U.S. Department of Labor. The Contractor shall provide notice of these programs to the sources complied under 7b above.

- f. Disseminate the Contractor's Equal Employment Opportunity policy by providing notice of the policy to unions and training programs and requesting their cooperation in assisting the Contractor in meeting its Equal Employment Opportunity obligations; by including it in any policy manual, and collective bargaining agreement; by publicizing it in the company newspaper, annual report, etc.; by specific review of the policy with all management personnel and with all minority and female employees at least once a year; and posting the company Equal Employment Opportunity policy on bulletin boards accessible to all employees at each location where construction work is performed.
- g. Review, at least annually, the company's Equal Employment Opportunity policy and affirmative action obligations under these specifications with all employees having any responsibility for hiring, assignment, layoff, termination, or other employment decisions including specific review of these items with onsite supervisory personnel such as Superintendents, General Foremen, etc., prior to the initiation of construction work at any job site. A written record shall be made and maintained identifying the time and place of these meetings, persons attending, subject matter discussed, and disposition of the subject matter.
- h. Disseminate the Contractor's Equal Employment Opportunity policy externally by including it in any advertising in the news media, specifically including minority and female news media, and providing written notification to and discussing the Contractor's Equal Employment Opportunity policy with other Contractors and Subcontractors with whom the Contractor does or anticipates doing business.
- i. Direct its recruitment efforts, both oral and written, to minority, female and community organizations, to schools with minority and female recruitment and training organizations serving the contractor's recruitment area and employment needs. Not later than one month prior to the date for the acceptance of applications for apprenticeship or other training by any recruitment source, the Contractor shall send written notification to organizations such as the above, describing the openings, screening procedures, and tests to be used in the selection process.

- j. Encourage present minority and female employees to recruit other minority persons and women and, where reasonable, provide after school, summer, and vacation employment to minority and female youth both on the site and in other areas of a Contractor's work force.
- k. Validate all tests and other selection requirements where there is an obligation to do so under 41 CFR Part 60-3.
- l. Conduct, at least annually, an inventory and evaluation at least of all minority and female personnel for promotional opportunities and encourage these employees to seek or to prepare for, through appropriate training, etc., such opportunities.
- m. Ensure that seniority practices, job classification, work assignment and other personnel practices, do not have a discriminating effect by continually monitoring all personnel and employment related activities to ensure that the Equal Employment Opportunity policy and the Contractor's obligations under these Contract Documents are being carried out.
- n. Ensure that all facilities and company activities are nonsegregated except that separate or single-used toilet and necessary changing facilities shall be provided to assure privacy between the sexes.
- o. Document and maintain a record of all solicitations of offers for subcontracts from minority and female construction contractors and suppliers, including circulation of solicitations to minority and female contractor associations and other business associations.
- p. Conduct a review, at least annually, of all supervisors' adherence to and performance under the Contractor's Equal Employment Opportunity policies and affirmative action obligations.

- (8) Contractors are encouraged to participate in voluntary associations which assist in fulfilling their affirmative action obligations. The efforts of a contractor association, joint contractor-union, contractor-community, or other similar group of which the Contractor is a member and participant, may be asserted as fulfilling any one or more of its obligations under this contract provided that the Contractor actively participates in the group, makes every effort to assure that the groups have a positive impact on the employment of minorities and women in the industry, ensures that the concrete benefits of the program are reflected in the Contractor's minority and female workforce participation, makes a good faith effort to meet its individual goals and timetables, and can provide access to documentation which demonstrates the effectiveness of actions taken on behalf of the Contractor. The obligation shall not be defense for the Contractor's noncompliance.
- (9) A single goal for minorities and separate single goal for women have been established. The Contractor, however, is required to provide equal employment opportunity and to take affirmative action for all minority groups, both male and female, and all women, both minority and nonminority. Consequently, the Contractor may be in violation of the Executive Order if a particular group is employed in a substantially disparate manner (for example generally, the Contractor may be in violation of the Executive Order if a specific minority group of women is underutilized).
- (10) The Contractor shall not use the goals and timetables or affirmative action standards to discriminate against any person because of race, color, religion, sex, or national origin.
- (11) The Contractor shall not enter into any subcontract with any person or firm debarred from Government contract pursuant to Executive Order 11246.
- (12) The Contractor shall carry out such sanctions and penalties for violation of these specifications and of the Equal Opportunity Clause, including suspension, termination and cancellation of existing subcontracts as may be imposed or ordered pursuant to Executive Order 11246, as amended, and its implementing regulations, by the Office of Federal Contract Compliance Programs. Any Contractor who fails to carry out such sanctions and penalties shall be in violation of these Contract Documents and Executive Order 11246, as amended.

- (13) The Contractor, in fulfilling its obligations under this contract, shall implement specific affirmative action steps, at least as extensive as those standards prescribed in paragraph 7 of this contract, so as to achieve maximum results from its efforts to ensure equal opportunity. If the Contractor fails to comply with the requirements of the Executive Order, the implementing regulations, or these Contract Documents, the Director shall proceed in accordance with 41 CFR 60-4.8.
- (14) The Contractor shall designate a responsible official to monitor all employment related activity to ensure that the company Equal Employment Opportunity policy is being carried out, to submit reports relating to the provisions hereof as may be required by the Government and to keep records. Records shall at least include for each employee, the name, address, telephone numbers, construction trade, union affiliation if any, employee identification number where assigned, social security number, race, sex, status (e.g., mechanic, apprentice trainee, helper, or laborer), dates of changes in status, hours worked per week in the indicated trade, rate of pay, and location at which the work is performed. Records shall be maintained in an easily understandable and retrievable form; however, to the degree that existing records satisfy this requirement, contractors shall not be required to maintain separate records.
- (15) Nothing herein provided shall be construed as a limitation upon the application of other laws which establish different standards of compliance or upon the application of requirements for the hiring of local or other area residents (e.g., those under the Public Works Employment Act of 1977 and the Community Development Block Grant Program).

C. Certification of Nonsegregated Facilities (over \$10,000)

By the submission of this bid, the bidder, offeror, applicant or subcontractor certifies that she/he does not maintain or provide for his/her employees any segregated facility at any of his/her establishments, and that she/he does not permit employees to perform their services at any location, under his/her control, where segregated facilities are maintained. She/he certifies further that she/he will not maintain or provide for employees any segregated facilities at any of his/her establishments, and she/he will not permit employees to perform their services at any location under his/her control where segregated facilities are maintained. The bidder, offeror, applicant or subcontractor agrees that a breach of this certification is a violation of the Equal Opportunity Clause of this contract. As used in this certification, the term "segregated facilities" means any waiting rooms, work areas, rest rooms and wash rooms, restaurants and other eating areas, time clocks, locker rooms, and other storage or dressing areas, *transportation and housing facilities provided for employees which are segregated on the basis of race, color, religion, or are in fact segregated on the basis of race, color, religion, or otherwise. She/he further agrees that (except where she/he has obtained identical certifications from proposed subcontractors for specific time periods) she/he will obtain identification certification from proposed subcontractors exceeding \$10,000 which are not exempt from the provisions of the Equal Opportunity clause; that she/he will retain such certifications in his/her files; and that she/he will forward the following notice to such proposed subcontractors (except where proposed subcontractors have submitted identical certifications for specific time periods).

*parking lots, drinking fountains, recreation or entertainment areas.

D. Civil Rights Act of 1964

Under Title VI of the Civil Rights Act of 1974, no person shall, on the grounds of race, color, age, national origin or mental or physical handicap, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance.

E. Section 109 of the Housing and Community Development Act of 1974

No person in the United States shall on the ground of race, color, national origin, or sex be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity funded in whole or in part with funds made available under this title.

F. "Section 3" Compliance in the Provision of Training, Employment and Business Opportunities

- a. The work to be performed under this contract is on a project assisted under a program providing direct Federal financial assistance from the Department of Housing and Urban Development and is subject to the requirements of Section 3 required of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u. Section 3 requires that to the greatest extent feasible opportunities for training and employment be given lower income residents of the project area and contracts for work in connection with the project be awarded to business concerns which are located in, or owned in substantial part by persons residing in the area of the project.
- b. The parties to this contract will comply with the provisions of said Section 3 and the regulations issued pursuant thereto by Secretary of Housing and Urban Development set forth in 24 CFR 134, and all applicable rules and orders of the Department issued thereunder prior to the execution of this contract. The parties to this contract certify and agree that they are under no contractual or other disability which would prevent them from complying with these requirements.
- c. The Contractor will send to each labor organization or representative or workers with which he/she has a collective bargaining agreement or other contract or understanding, if any, a notice advising said labor organization or workers' representative of his/her commitments under this notice in conspicuous places available to employees and applicant for employment or training.
- d. The Contractor will include this Section 3 clause in every subcontract for work in connection with the project and will, at the direction of the applicant for or recipient of Federal financial assistance, take appropriate action pursuant to the subcontract upon a finding that the subcontractor is in violation of regulations issued by the Secretary of Housing and Urban Development, 24 CFR Part 135. The Contractor will not subcontract with any subcontractor where it has notice or knowledge that the latter has been found in violation of regulations under 24 CFR part 135 and will not let any subcontract unless the subcontractor has first provided it with a preliminary statement of ability to comply with the requirements of these regulations.

- e. Compliance with the provisions of Section 3, the regulations set forth in 24 CFR Part 135, and all applicable rules and orders of the Department issued hereunder prior to the execution of the contract, shall be a condition of the Federal financial assistance provided to the project, binding upon the applicant or recipient for such assistance, its successors and assigns. Failure to fulfill these requirements shall subject the applicant or recipient, its contractors or subcontractors, its successors and assigns to those sanctions specified by the grant or loan agreement or contract through which federal assistance is provided, and to such sanctions as are specified by 24 CFR Part 135.

SECTION C
CONTRACT DOCUMENTS

COLUMBIA COUNTY
FISCAL YEAR 2009 - HOUSING REHABILITATION
COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM

1.0 CONTRACT FOR DEMOLITION OF DWELLING UNIT

DCA Contract No: 11DB-L4-03-22-01-H20

This Contract made this _____ day of _____ 2011 by and between
_____,
_____, Florida _____, hereinafter referred to as the "Owner" and _____,
_____, hereinafter referred to as "Contractor", with the Board of County
Commissioners of Columbia County, P. O. Box 1529, Lake City, Florida 32056-1529, hereinafter referred to as the
"County", acting as the Owner's agent.

W I T N E S S E T H

The Owner does hereby employ the Contractor pursuant to the County's Fiscal Year 2009 Community Development
Block Grant Program Housing Assistance Plan to do all the work and provide all materials, tools, machinery, supervision,
etc., necessary for the demolition of the single family dwelling unit located on the property described as follows:

for the total sum of _____ Dollars and _____ Cents (\$ _____), all in
accordance with the Bid Proposal and Specifications contained in Section F of the Contract Documents a and expressly
incorporated herein by reference and made a part hereof.

This contract is funded with _____ (_____) of
Community Development Block Grant funds for payment of all other line items not listed above.

- 1.1 The Contractor does hereby agree that he/she will perform the work diligently and in a good workmanship manner, using the materials specified or materials of at least equal or better quality.
- 1.2 The Contractor shall be responsible for obtaining all necessary permits for the work to be performed, and the work being done or any part thereof shall not be deemed complete until same has been accepted as satisfactory by the Owner and the County as Owner's Agent.
- 1.3 When adjacent property is affected or endangered by any work done under this Contract, it shall be the responsibility of the Contractor to take whatever steps are necessary for the protection of the adjacent property and to notify the Owner and County thereof of such hazard.
- 1.4 The Contractor hereby agrees not to assign or sublet this Contract without the written consent of the Owner and County. The request for assignment shall be addressed to the County c/o the Office of the County Manager.
- 1.5 In the event of any breach of this contract, the Owner and County may, at their option, engage the services of another contractor to complete the work and deduct the cost of such completion from the amount due the Contractor hereunder.

- 1.6 Upon satisfactory completion of one hundred percent (100%) of the work, and the Owner signing a written Acceptance of Work, the Contractor shall immediately file the Acceptance of Work with the Office of the County Manager.

Payments shall be made in accordance with the following condition.

1. A payment of one hundred percent (100%) of the demolition shall be made when one hundred percent (100%) of the work is satisfactorily completed.
- 1.7 The Contractor covenants and agrees to, and does hereby indemnify and hold harmless and defend the Owner, County, and State of Florida, their agents, servants or employees, from and against any and all claims for injuries or damages to persons or property of whatsoever kind or character, whether real or asserted, arising out of this Contract for the work to be performed hereunder. The Contractor hereby assumes all liability and responsibility for injuries, claims or suits for damages, to persons or property of whatsoever kind or character, whether real or asserted, occurring during the time the work is being performed and arising out of the performance of same.

The Owner covenants and agrees to, and does hereby indemnify and hold harmless and defend the Owner, their agents, servants or employees, from and against any and all claims of whatever nature by third parties arising out of the performance under this Contract.

- 1.8 Neither the Contractor nor any subcontractor shall commence work under this Contract until all insurance required under this paragraph has been secured and such insurance has been approved by the County.

Workmen's Compensation Insurance: The Contractor shall take out and maintain during the life of this Contract, Workmen's Compensation Insurance for all of his/her employees at the site of the project; and in case any work is sublet, the Contractor shall require the subcontractor similarly to provide Workmen's Compensation Insurance for all the subcontractor's employees.

Public Liability and Property Damage Insurance: The Contractor shall take out and maintain during the life of this Contract, such public liability and property damage insurance as shall protect him/her and any subcontractor performing work covered by this Contract from claims for damages or personal injury, including accidental death, as well as from claims for property damage which may arise from operation under this Contract, whether such operation be by himself/herself or by one directly or indirectly employed by either of them; and the amounts of such insurance shall be as follows:

Public Liability Insurance in an amount not less than One Hundred Thousand Dollars (\$100,000) for injuries, including accidental death, to any one person; and in an amount of not less than Two Hundred Thousand Dollars (\$200,000) on account of one accident.

Property Damage Insurance in an amount not less than One Hundred Thousand Dollars (\$100,000) for damages to any one item; and in an amount of not less than Two Hundred Thousand Dollars (\$200,000) on account of one accident.

Builder's Risk Insurance: It is further agreed that the Contractor, at his/her sole cost and expense, shall acquire and maintain fire and extended coverage insurance upon the entire structure on which the work on this Contract is to be done, to one hundred percent (100%) of the insurable value, on a form of policy approved by the Insurance Commissioner of the State of Florida or an agency duly delegated by him/her for insuring such a risk in the State of Florida. Loss, if any, is to be payable to the Owner having legal title to the property that is to be rehabilitated, except in such cases as may require payment of the proceeds of such insurance to a mortgagee as his/her interests may appear.

- 1.9 It is agreed that the County is hereby obligated to issue a written Notice to Proceed order to the Contractor following execution of this contract. It is further agreed that the Contractor will, after the receipt of such order, begin the work to be performed under this Contract. The Contractor hereby agrees to complete the same within sixty (60) calendar days from the date of the Notice to Proceed, time being of the essence. If the Contractor fails to complete the work within sixty (60) calendar days, liquidated damages may be assessed by the Owner and County against the Contractor at a rate of One Hundred Dollars (\$100) for each consecutive calendar day thereafter.

- 1.10 Contractor hereby guarantees the improvements herein provided for, for a period of one (1) year from the date of final acceptance of all work required by this Contract. It is further agreed that the Contractor will furnish the County with all manufacturers' and suppliers' written guarantees and warranties covering materials and equipment furnished under this Contract.
- 1.11 The Contractor shall at all times keep the premises free from accumulations of waste materials or rubbish caused by his/her employees at work; and at the completion of the work he/she shall remove all his/her rubbish from and about the building and all his/her tools, scaffolding and surplus materials and shall leave his/her work "broom clean" or its equivalent. It is further agreed that all materials and equipment that have been removed and replaced as a part of the work hereunder shall belong to the Contractor, unless otherwise provided for in the Notice to Proceed.
- 1.12 Final payment of the Contract amount will be made only after final inspection and acceptance of all work to be performed by the Contractor, and the Contractor provides to the County satisfactory releases of liens or claims for liens by the Contractor, subcontractors, laborers and material suppliers.
- 1.13 This instrument constitutes the entire agreement between the parties and no written or oral agreement of any kind exists to change the provisions hereof. No other work shall be done, nor additional monies paid, unless provided for in a previously written contract, signed by the parties hereto, and approved in writing by the County.
- 1.14 The Contractor shall maintain his/her reports, records and data for this project for a period of six (6) years from the date the County makes final approval and all other pending matters are closed. Such records shall be made available for inspection by the Owner, County, Florida Department of Economic Opportunity, U.S. Department of Housing and Urban Development or any of their authorized representatives during regular business hours.
- 1.15 Termination for Cause - In the event that any of the provisions of this Contract are violated by the Contractor, or by any of his/her subcontractors, the Owner may serve written notice upon the Contractor of its intention to terminate the Contract, such notices to contain the reasons for such intention to terminate the Contract, and unless within ten (10) days after the serving of such notice upon the Contractor, such violation or delay shall cease and satisfactory arrangements of correction be made, the Contract shall, upon the expiration of said ten (10) days, cease and terminate. If this Contract is terminated by the Owner, the Contractor will be paid for work satisfactorily completed up to the termination date.
- Termination for Convenience of the Owner - The Owner may terminate this Contract at any time by giving at least ten (10) days' notice in writing to the Contractor. If this Contract is terminated by the Owner, the Contractor will be paid for work satisfactorily completed up to the termination date.
- Termination by Contractor - The Contractor may terminate this Contract at any time because of circumstances beyond the control of the Contractor by giving at least ten (10) days' notice in writing to the Owner and County. If this Contract is terminated by the Contractor, the Contractor will be paid for work satisfactorily completed up to the termination date.
- 1.16 The County Project Superintendent shall give all orders and directions contemplated under this Contract relative to the execution of the work. The County Project Superintendent shall determine the amount, quality, acceptability, and fitness of the work, and materials which are to be paid for under this Contract and shall decide all questions which may arise in relation to said work and the construction thereof. The County Project Superintendent's estimates and decisions shall be final and conclusive, except as herein otherwise expressly provided. In case any question shall arise between the parties hereto relative to said Contract, the determination or decision of the County Project Superintendent shall be a condition precedent to the right of the Contractor to receive any money or payment for work under this Contract affected in any manner or to any extent by such question.

The County Project Superintendent shall decide the meaning and intent of any portion of the Work Write-up where the same may be found obscure or be in dispute.

The Contractor shall have the right to appeal any decision of the County Project Superintendent to the County Manager. The County Manager's decision concerning all such appeals shall be final.

- 1.17 The Owner agrees to vacate the property during the period the work is being performed under this Contract. The Owner further agrees to only visit the property once a week at a time mutually agreed upon by the Owner and the Contractor's Job Superintendent. All such visits by the Owner shall occur only in the presence of the Contractor's Job Superintendent and the County Building Official. During such visits, the Contractor's Job Superintendent shall be available to review work to date and answer questions that the Owner may have concerning work completed to date.
- 1.18 The Contractor hereby agrees that if after all work is completed and the dwelling unit fails to pass the lead based paint clearance test, the Contractor hereby further agrees that any and all costs associated with any and all retesting for lead-based paint clearance shall be borne solely by the Contractor. The Contractor hereby further agrees that any and all amounts remaining due from the Contractor after forty-five (45) days from the date of Acceptance of Work for any such additional lead-based paint clearance retesting may be deducted from the ten (10) percent retainage payment due to the Contractor
- 1.19 The Owner agrees to not perform or have performed any work on the structure during the period that the Community Development Block Grant work is being performed under this Contract.
- 1.20 AGE DISCRIMINATION ACT OF 1975
- Under 42 U.S.C. et seq. and 45 CFR 91, no person in the United States shall, on the basis of age, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance.
- 1.21 REHABILITATION ACT OF 1973 (SECTION 504)
- Under 29 U.S.C. 794 and 45 CFR 84, no otherwise qualified handicapped individual shall, solely by reason of his/her handicap, be denied the benefits of, be excluded from participation in, or be subjected to discrimination under any program or activity receiving Federal financial assistance.
- 1.22 ARCHITECTURAL BARRIERS ACT OF 1968
- Under the Architectural Barriers Act of 1968 all Federally funded construction shall be so designed as to be accessible to the physically handicapped. This Act shall be applicable to any building or facility, the intended use of which either will require that it (a) be accessible to the public or (b) result in the employment or residence therein of a physically handicapped person.
- 1.23 LEAD-BASED PAINT POISONING PREVENTION ACT
- Under Public Law 91-695 as amended by Public Law 93-151 and Public Law 94-317, no lead based paint shall be used in the course of rehabilitation work done to housing units rehabilitated under this Contract.
- 1.24 TITLE VIII OF THE CIVIL RIGHTS ACT OF 1968
- Under Public Law 90-284, as amended, there shall be no discrimination on the basis of race, color, religion, sex, ancestry, place of birth, handicap or familial status in the sale or rental of housing.
- 1.25 EXECUTIVE ORDER 11063, EQUAL OPPORTUNITY IN HOUSING
- Under Executive Order 11063, as amended by Executive Order 12259, no person shall be discriminated against because of race, color, religion, sex, ancestry, place of birth, handicap or familial status in housing owned or operated by the Federal government or provided with federal assistance.
- 1.26 PROTECTION OF WETLANDS AND FLOOD PLAIN MANAGEMENT
- Flood Disaster Protection Act of 1973: Not Applicable
National Flood Insurance Act of 1968: Not Applicable

1.27 CONFLICTS WITH OTHER CLAUSES

In the event there is any conflict between the provisions of this Contract and the provisions of the Specifications contained in Section F of the Contract Documents, the provisions of this Contract shall in all cases prevail.

1.28 REMEDIES AND VENUE

Unless otherwise provided in this Contract, all claims, counter-claims, disputes and other matters in question between the parties to this Contract, arising out of or relating to this Contract, or breach of it, will be decided by litigation and construed according to the laws of the State of Florida. Venue shall be exclusively in Columbia County, Florida for all litigation between the parties and all issues litigated between the parties shall be litigated exclusively in a court of competent jurisdiction of Columbia County, Florida.

1.29 ENERGY EFFICIENCY

The Contractor shall comply with mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Public Law 94-163).

IN WITNESS WHEREOF, the parties have duly executed this Contract on the day and year first above written.

Signed, Sealed and Delivered
in Our Presence

[CONTRACTOR]

Witness

Contractor's Signature

Witness

Print or Type Name and Title of Contractor

Witness

Property Owner's Signature

Witness

Print or Type Name of Property Owner

ATTEST:

BOARD OF COUNTY COMMISSIONERS
COLUMBIA COUNTY

P. DeWitt Cason, County Clerk

Jody DuPree, Chairman

CORPORATE CERTIFICATION (if applicable)

I, _____, hereby certify that I am the _____
of the corporation named as Contractor herein, that _____,
who signed this Contract on behalf of the Contractor, was then _____
of said corporation and that said Contract was and is within the scope of his/her corporate powers.

Corporate Seal

Print or Type Name and Title of Corporate Official

Corporate Official's Signature

2.0 CERTIFICATE OF COUNTY ATTORNEY

I, the undersigned, Marlin Feagle, the duly authorized and acting legal representative of the Board of County Commissioners of Columbia County, Florida do hereby certify, as follows:

I have examined the attached contract and the manner of execution hereof, and I am of the opinion the foregoing agreement constitutes valid and legally binding obligations upon the parties executing the same in accordance with terms, conditions, and provisions thereof.

Marlin Feagle, County Attorney

Date

SECTION D
INFORMATION FOR BIDDERS

1.0 INFORMATION FOR BIDDERS

1.1 GENERAL REQUIREMENTS

1. The Bidder must submit a copy of a current Contractor license, Certificate of Completion of Lead-Safe Work Practices Training, if applicable, and proof of workmen's compensation insurance and liability insurance in the amounts specified in the Contract for the work described herein with his/her bid.
2. The Contractor must obtain all required building permits prior to starting construction.
3. The Contractor must agree that he will conform to the local Housing Assistance Plan.

1.2 DOCUMENTS

One original with original signatures of the following documents must be submitted as part of the bid proposal package. No facsimile or electronic mail copies will be accepted.

Section F - 1.0	Bid Proposal Form
2.0	Non-Collusion Affidavit of Prime Bidder
3.0	Certification Regarding Debarment, Suspension, and Other Responsibility Matters Primary Covered Transactions
4.0	Bidder's Experience List
5.0	Subcontractors List
	Contractor's License
	Certificate of Completion of Lead-Safe Work Practices Training, if applicable
	Certificate of Insurance

1.3 INSTRUCTIONS

1. The Bidder must inspect the property and use the Work Write-up as the basic document in the preparation of the bid proposal. Please read these instructions carefully before preparing the bid proposal. Failure to adhere to these instructions could result in a bid proposal being rejected.
2. Submit proposal to:

Office of the County Manager
135 NE Hernando Street
Lake City, Florida 32055
or
P. O. Box 1529
Lake City, Florida 32056-1529

3. If a review of a bid proposal indicates that minor corrections for clarity or more detailed information is required, the Bidder will be requested to submit such information.
4. If a review of a bid proposal indicates the proposal requires major changes, it will not be accepted and returned to the Bidder with an appropriate explanation.
5. The successful Bidder is hereby notified that no work shall be undertaken until a Notice to Proceed has been issued by the County subsequent to the signing of a three party contract between the Contractor, Owner and County. The successful Bidder shall not request the homeowner to sign a contract, sales agreement or any other binding instrument.
6. The Contractor and all subcontractors shall comply with provisions of Section 3, the regulations set forth in 24 CFR Part 135, Executive Order 11246 and all applicable rules and regulations of the U.S. Department of Housing and Urban Development and the Florida Department of Economic Opportunity. Section 3 requires that to the greatest extent feasible, opportunities for training and employment be given lower income residents of the project area (the area located within the unincorporated area of the County) and contracts for work in connection with the project be awarded to business concerns which are located in, or owned in substantial part by persons residing in the County.
7. The County may make such investigations as it deems necessary to determine the ability of the Bidder to perform the work, and the Bidder shall furnish to the County all such information and data for this purpose as the County may request.
8. The County reserves the right to reject any bid if the evidence submitted by, or investigation of, such Bidder fails to satisfy the County that such Bidder is properly qualified to carry out the obligations of the Contract and to complete the work contemplated therein. Conditional bids will not be accepted.

**Columbia County, Florida
Purchasing Department
General Instructions to Bidders**

These instructions will bind bidders and conditions herein set forth, except as specifically qualified in special bid and contract terms issued with any individual bid.

1. The following criteria are used in determining low responsible bidder:
 - A. The ability, capacity and skill of bidder to perform required service.
 - B. Whether the bidder can perform service promptly or within specified time.
 - C. The character, integrity, reputation, judgment, experience and efficiency of bidder.
 - D. The performance of previous contracts with Columbia County.
 - E. The suitability of equipment or material for county use.
 - F. The ability of bidder to provide future maintenance.
2. Payment Terms are net (30) unless otherwise specified. Favorable terms, discounts, may be offered and will be considered in determining low bids if they are deemed by Purchasing Department to be advantageous to the County.
3. All bids should be tabulated, totaled and checked for accuracy. Unit price will prevail in case of errors.
4. All requested information shall be included in the envelope. All desired information must be included for your bid to receive full consideration.
5. If anything on the bid request is not clear, you should contact the Purchasing Director immediately.
6. A bidders list is available at the Purchasing Office.
7. Quote all prices F.O.B. our warehouse or as specified in bid documents.
8. Each proposal shall be clearly marked on the outside of the envelope including Fed Ex, UPS or other delivery service envelopes, as a sealed bid. The name of the item being bid shall be shown on the outside in full.
9. No responsibility shall attach to any County representative or employee for the premature opening of bids not properly addressed or identified.
10. If only one (1) bid is received, the bid may be rejected and re-advertised or excepted if determined to be in the counties best interest.
11. Bids received late will not be accepted, and the County will not be responsible for late mail delivery.
12. Telephone and facsimile bids will not be acceptable in formal bid openings (sealed bids). Should a bid be misplaced by the County and found later, it will be considered. Any bidder may request and shall receive a receipt showing the day and time any bid is delivered to the appropriate office of the County from the personnel thereof.

13. Bids requiring bid bonds will not be accepted if bond is not enclosed. Cash or certified check will be accepted in lieu of bond except on construction projects where cost exceeds \$40,000.
14. All bidders must be recognized dealers in the materials or equipment specified and is qualified to advise in their application or use. A bidder at any time requested must satisfy the Purchasing Office and the County Manager that he has the requisite organization, capital, plant, stock ability and experience to satisfactorily execute the contract in accordance with the provisions of the contract in which he is interested.
15. Any alterations, erasures, additions, or admissions of required information or any changes to specifications or bidding schedule are done at the risk of the bidder. Any bid will be rejected that has a substantial variation, that is; a variation that affects price, quantity, and quality or delivery date (when delivery is required by a specific time).
16. When requested, samples will be furnished to the County free of expense, properly marked for identification and accompanied by a list where there is more than one (1) sample. The County reserves the right to mutilate or destroy any sample submitted whenever it may be to the best interest of the County to do so for the purpose of testing.
17. The County will reject any material, supplies or equipment that did not meet the specifications, even though the bidder lists the trade names or names of such material on the bid or price quotation form.
18. The unauthorized use of patented articles is done entirely at the risk of the successful bidder.
19. The ESTIMATED QUANTITY given in the specifications or advertisements is for the purpose of bidding only. The County may purchase more or less than the estimated quantity and the vendor must not assume that such estimated quantity is part of the contract.
20. Only the latest model equipment as evidenced by the manufacture's current published literature will be considered. Obsolete models of equipment not in production will not be acceptable. The equipment shall be composed of new parts and materials. Any unit containing used parts or having seen any service other than the necessary tests will be rejected. In addition to the equipment specifically called for in the specification, all equipment catalogued by the manufacturer as standard or required by the State of Florida shall be furnished with the equipment. Where required by the State of Florida Motor Vehicle Code, vehicles shall be inspected and bear the latest inspection sticker of the Florida Department of Revenue.
21. The successful bidder on motor vehicle equipment shall be required to furnish with delivery of vehicle, certificate of origin and any other appropriate documentation as required by the Florida Motor Vehicle Department.
22. Prospective bidders are required to examine the location of the proposed work or delivery and determine, in their own way, the difficulties, which are likely to be encountered in the prosecution of the same.

23. All materials, equipment and supplies shall be subject to rigid inspection, under the immediate supervision of the Purchasing Department, its designee and /or the department to which they are delivered. If defective material, equipment, or supplies are discovered, the contractor, upon being instructed by the Purchasing Department or designee, shall remove, or make good such material, equipment, or supplies without extra compensation. It is expressly understood and agreed that the inspection of materials by the County will in no way lessen the responsibility of the Contractor release him from his obligation to perform and deliver to the County Sound and satisfactory materials, equipment, or supplies. The Contractor agrees to pay the costs of all tests upon defective material, equipment, or supplies or allow the costs to be deducted from any monies due him from the County.
24. Unless otherwise specified by the Purchasing Department all materials, supplies, or equipment quoted herein must be delivered within thirty (30) days from the day of notification or exceptions noted on bid sheets.
25. A contract will not be awarded to any corporation, firm, or individual who is, from any cause, in arrears to the County or who has failed in former contracts with the County to perform work satisfactorily, either to the character of the work, the fulfillment or guarantee, or the time consumed in completing the work.
26. Reasonable grounds for supposing that any bidder is interested in more than one proposal for the same item will be considered sufficient cause for rejection of all proposals in which he is interested.
27. Submitting a proposal when the bidder intends to sublet the contract may be a cause for rejection of bids or cancellation of the contract by the County Manager.
28. Unless otherwise specified the County reserves the right to award each items separately or on a lump sum basis whichever is in the best interest of the County.
29. The County reserves the right to reject any and/or all quotations, to waive any minor discrepancies in the bids for all bidders equally, quotations, or specifications, when deemed to be in the best interest of the County and also to purchase any part, all or none of the materials, supplies, or equipment specified.
30. Failure of the bidder to sign the bid or have the signature of an authorized representative or agent on the bid proposal in the space provided will be cause for rejection of the bid. Signature must be written in ink. Typewritten or printed signatures will not be acceptable.
31. Any bidder may withdraw his bid at any time before the time set for the opening of the bids. No bid may be withdrawn in the thirty- (30) day period after bids are opened.

32. It is mutually understood and agreed that if at any time the Purchasing Department or designee shall be of the opinion that the contract or any part thereof is unnecessarily delayed or that the rate of progress or delivery is unsatisfactory, or that the contractor is willfully violating any of the conditions or covenants of the agreement, or executing the same in bad faith, the Purchasing Department or his designee shall have the power to notify the aforesaid contractor of the nature of the complaint. Notification shall constitute delivery of notice, or letter to address given in the proposal. If after three (3) working days of notification the conditions are not corrected to the satisfaction of the Purchasing Director, he shall thereupon have the power to take whatever action he may deem necessary to complete the work or delivery herein described, or any part thereof, and the expense thereof, so charged, shall be deducted from any paid by the County out of such monies as may become due to the said contractor, under and by virtue of this agreement. In case such expense shall exceed the last said sum, then and in that event, the bondsman or the contractor, his executors, administrators, successors, or assigns, shall pay the amounts of such excess to the County on notice made by the Purchasing Department or his designee of the excess due.
33. If the bidder proposes to furnish any item of foreign make or product, he shall write "foreign" together with the name of the originating country opposite such item on a proposal.
34. Any complaint from bidders relative to the invitation to bid or attached specifications shall be made prior to the time of opening bids; other wise, the bidder waives any such complaint.
35. Contracts may be cancelled by the County with or without cause on thirty- (30) days advance written notice.
36. All contractors submitting bids for road projects in excess of \$150,000 must be pre-qualified with the Florida Department of Transportation and shall provide proof of such qualification upon request.
37. Any bidder affected adversely by an intended decision with respect to the award of any bid, shall file with the Purchasing Department for Columbia County, a written notice of intent to file a protest not later than seventy-two (72) hours (excluding Saturdays, Sundays and legal holidays), after the posting of the bid tabulation. Protest procedures may be obtained in the Purchasing Department.
38. A person or affiliate who has been placed on the convicted vendor's list following a conviction for a public entity crime may not submit a bid on a contract to provide any goods or services to Columbia County, may not submit a bid on a contract with Columbia County for the construction or repair of a public building or public work, may not submit bids on leases of real property to Columbia County, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with Columbia County, and may not transact business with Columbia County for a period of 36 months from the date of being placed on the convicted vendor list.
39. Vendor/Contractor shall utilize the U.S. Department of Homeland Security's E-Verify system, in accordance with the terms governing use of the system, to confirm the employment eligibility of;
- A. all persons employed by the Vendor/Contractor during the term of the Contract to perform employment duties within Florida; and
 - B. all persons, including subcontractors, assigned by the Vendor/Contractor to perform work pursuant to the contract with the County.

SECTION F
BID PROPOSAL FORM

1.0 BID PROPOSAL FORM

Columbia County
Fiscal Year 2009
Community Development Block Grant Program
DCA Contract No. 11DB-L4-03-22-01-H20

Submitted to: Office of the County Manager
135 NE Hernando Street
Lake City, Florida 32055
or
P. O. Box 1529
Lake City, Florida 32056-1529

Name of Bidder _____

Address _____

Home Phone _____

Work Phone _____

Facsimile Phone _____

Federal Employer Identification Number _____

Property Owner's Name _____

Address of Property _____

GUARANTEE OF PROPOSAL

The Bidder certifies that this offer will not be withdrawn or changed for a period of sixty (60) days after the date received by the County.

COMPLETION TIME

If awarded this work, the Bidder agrees to complete the entire project within for sixty (60) days of the ordered proceed date.

CONDITIONS OF BID

The Bidder warrants he/she has carefully examined the Work Write-up and the site where the work is to be performed. The Bidder is certain of the conditions at the site and has a clear understanding of the work to be completed.

The Bidder agrees that he/she shall execute a Contract among the Contractor, Owner and County, if this Bid Proposal is accepted by the Owner and County.

COLUMBIA COUNTY
FISCAL YEAR 2009
FLORIDA SMALL CITIES COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM
CONTRACT NO. 11DB-L4-03-22-01-H20

FORM OF BID PROPOSAL FOR NEW CONSTRUCTION SERVICES
OCTOBER 2011

BASE BID

1. Demolish one dwelling unit, including porch and steps, and remove and dispose of all debris in accordance with State and local regulations and prepare site for installation of mobile home, provide fill dirt as required to provide positive drainage away from the building site on the property located at 448 SW Legree Terrace, Ft. White, Florida.
2. Provide and install a double-wide mobile home unit including, at a minimum, the following rooms: 2 bedrooms with closets, living room, kitchen, bathroom and utility room. Provide the following appliances: stove and oven combination, hot water heater, furnace forced air heating system with air conditioning and refrigerator. Mobile home shall be constructed in accordance with the U. S. Department of Housing and Urban Development (HUD) standards for mobile homes as well as State and local regulations, including connection to existing on-site potable water well and septic system. Installation of the mobile home shall be by a mobile home installer licensed by the Florida Department of Highway Safety and Motor Vehicles and in accordance with Florida Administrative Code, Chapter 15C-1. See attached specifications for full description.

The bidder must submit a site elevation diagram showing positive drainage and a fully dimensioned site plan locating the structure on the lot, including lot lines and structure yard setbacks as part of the bid proposal. The bidder must submit a floor plan with measurements as part of the bid proposal.

Unit No. 09-4

Demolition \$ _____

Lola Pipkin

448 SW Legree Terrace, Ft. White, FL

1 Dwelling \$ _____

TOTAL BID \$ _____

Total Bid in Words: _____

(words)

Enter all prices and amounts in dollars and cents.

The contractor shall complete the installation of the dwelling unit within sixty (60) days from date of notice to proceed.

The Bidder hereby certifies that he/she has not entered into a collusive agreement with any person in respect to this Bid or any other Bid or the submitting of Bids for the work for which this Bid is submitted.

I hereby agree to the terms and conditions outlined above and certify that I am authorized to sign this bid for the Bidder.

Signature

Date

Name and Title of Signatory
(Type or Print)

Name of Individual or Firm
(Type or Print)

Mailing Address of Individual or Firm
(Type or Print)

Telephone / Facsimile Number of Individual or Firm
(Type or Print)

Federal Employer Identification Number

2.0 NONCOLLUSION AFFIDAVIT OF PRIME BIDDER

State of _____

County of _____

_____, being first duly sworn, deposes and says that;
(Name of Individual)

- (1) He/she is _____ of _____, the Bidder that has submitted the attached Bid;
(Title) (Company Name)
- (2) He/she is fully informed respecting the preparation and contents of the attached Bid and of all pertinent circumstances respecting such Bid;
- (3) Such Bid is genuine and is not a collusive or sham Bid;
- (4) Neither the said Bidder nor any of its officers, partners, owners, agents, representatives, employees, or parties in interest, including this affiant, has in any way colluded, conspired, connived, or agreed, directly or indirectly with any other Bidder, firm, or person to submit a collusive or sham Bid in connection with the Contract for which the attached Bid has been submitted or to refrain from bidding in connection with such Contract, or has in any manner, directly or indirectly, sought by agreement or collusion or communication or conference with any other Bidder, firm, or person to fix the prices in the attached Bid or of any other Bidder, or to fix any overhead, profit, or cost element of the Bid price or the Bid price of any other Bidder, or to secure through any collusion, conspiracy, connivance, or unlawful agreement any advantage against the County or any person interested in the proposed Contract; and
- (5) The price or prices quoted in the attached Bid are fair and proper and are not tainted by any collusion, conspiracy, connivance, or unlawful agreement on the part of the Bidder or any of his/her agents, representatives, owners, employees or parties in interest, including this affiant.

Business Name of Bidder

Authorized Signature of Bidder

Print or Type Name and Title of Bidder

Note: Authorized Signature must be Owner.
Authorized Signature must be Officer, if Incorporated.

STATE OF FLORIDA

COUNTY OF _____

I, an officer according to the laws of the State of Florida, duly qualified and acting, HEREBY CERTIFY that

_____ to me personally known, or

_____ having produced a valid driver's license or other form of personal identification,

this day acknowledged before me that he/she executed the foregoing document, and I FURTHER CERTIFY that I know the said person making said acknowledgment to be the individual described in and who executed the said document.

IN WITNESS WHEREOF, I hereunto set my hand and official seal at _____, State of Florida,
this _____ day _____ of A.D. _____.

Notary Public

My Commission expires: _____

3.0 CERTIFICATION REGARDING DEBARMENT, SUSPENSION
AND OTHER RESPONSIBILITY MATTERS

PRIMARY COVERED TRANSACTIONS

The prospective primary participant certifies to the best of its knowledge and belief, that its principals:

- (a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department of agency;
- (b) Have not within a three-year period preceding this proposal been convicted of or had a civil judgement rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
- (c) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and
- (d) Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default.

Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

Signature

Date

Print or Type Name and Title

Columbia County Fiscal Year 2009
Florida Small Cities
Community Development Block Grant
Housing Rehabilitation
Project Name

Print or Type Name of Contractor

11DB-L4-03-22-01-H20
Project Number

Address

City, State, Zip

24 CFR 24.510 & 24 CFR, Part 24, Appendix A

4.0 BIDDERS EXPERIENCE LIST

The following are Contracts similar in scope to this Project which the Contractor has performed within the past five (5) years.

1. _____
2. _____
3. _____
4. _____
5. _____

5.0 SUBCONTRACTOR'S LIST

The following are proposed Subcontractors which will perform work on this Project.

<u>Name and Address</u>	<u>Description of Work</u>
_____	<u>Electrical</u>

_____	<u>Mechanical</u>

_____	<u>Plumbing</u>

_____	<u>Other</u>

6.0 BIDDER'S CHECKLIST

One original with original signatures of the following documents must be completed and submitted as part of the bid proposal package. No facsimile or electronic mail copies will be accepted.

- _____ 1.0 Bid Proposal Form
- _____ 2.0 Non-Collusion Affidavit of Prime Bidder
- _____ 3.0 Certification Regarding Debarment, Suspension,
and Other Responsibility Matters Primary Covered Transactions
- _____ 4.0 Bidder's Experience List
- _____ 5.0 Subcontractors List
- _____ Contractor's License
- _____ Certificate of Completion of Lead-Safe Work Practices Training, if applicable
- _____ Certificate of Insurance

SECTION G
SPECIFICATIONS

LOLA PIPKIN
448 LEGREE TERRACE
FT. WHITE, FL

NEW CONSTRUCTION SERVICES SPECIFICATIONS

OCTOBER 13, 2011

General

1. Mobile home to meet Federal Housing and Urban Development Standards for mobile homes and shall bear a HUD label and be installed by a licensed Florida Department of Highway and Safety Motor Vehicles installer. Mobile home shall be manufactured in accordance with United States Department of Housing and Urban Development Manufactured Home Construction and Safety Standards, 24 Code of Federal Regulations 3280, with one year set-up contractors warranty and standard mobile home manufactures warranty, including taxes, delivery, setup in accordance with Florida Administrative Code, Chapter 15 C 1. and 2., and local regulations and all required surveys, plans and permits which meets or exceeds the following specifications.
2. Upon installation, mobile home wheels and axles may be removed, but the chassis must remain in place. Provide and install with tie-downs to code.
3. Home to be tagged and licensed by the Florida Department of Highway and Safety Motor Vehicles and registered to the homeowner with the Columbia County being listed as the primary lien holder. The County will hold title to the mobile home for a five-year period.

Exterior

4. Treat grounds for infestation by subterranean termites by a licensed, certified and bonded pest control company with a one year warranty.
5. Construct 6'0" x 6'0" landing, including guardrail and balusters, at front and rear entrances within 1/2" of the finished floor. Provide and install steps at all entrances as per code.
6. Exterior walls to include the following: 2" x 6" stud grade on 16" centers, include 7/16" oriented strand board wrap material as shear wall and siding must be vinyl lap siding with owner to select exterior color.
7. Shingle roof with 20 year manufacturer's warranty.
8. Rafter system shall be a 2" x 4" truss type roof system with 2" x 8" floor joists.
9. Minimum 3:12 roof pitch.
10. Exterior doors: must include 36" clear opening, door shall be 6 panel top steel or fiber glass door and must include storm doors and deadbolts at entrance.
11. Windows must be double glazed.
12. Mobile home skirting around entire mobile home.
13. Exterior light fixtures with glass globes at each entryway.

LOLA PIPKIN
448 LEGREE TERRACE
FT. WHITE, FL

NEW CONSTRUCTION SERVICES SPECIFICATIONS - CONTINUED

OCTOBER 13, 2011

Plumbing

14. 40-gallon electric water heater, including shut-off valve on water supply line at water heater as per plumbing code.
15. PVC drain, waste and vent system.
16. Vitreous white china handicapped toilet per plumbing code, including shut-off valve.
17. Vanity per plumbing code with 1 door panel and 3 drawers and all lavatories shall be made of porcelain material.
18. Fiberglass white bathtub and shower unit, as per code.
19. 16" x 20" bathroom medicine cabinet with mirror and shelves in bathroom.
20. Washer and dryer hookups to be included in utility room.
21. Stainless steel double bowl kitchen sink.
22. All bath accessories shall be chrome, note: all fixtures shall be metal with chrome finish, no plastic fixtures.
23. Tie new dwelling unit into well.
24. Connect dwelling unit to septic system. Septic tank shall be tested and certified. Any required additional work as a result of testing will be done by change order

Appliances

25. 30" electric range with four burners. Homeowner to select one color for all appliances
26. 18 cubic foot refrigerator, without ice maker.
27. Fan and non-vented range hood.

Electrical, Insulation and Heating

28. Provide and install electric service pole and connect electric service to mobile home.
29. Insulation shall be at a minimum R-19 in the walls and R-30 in ceiling.
30. Central electric heating unit, with air conditioning, including thermostat and overhead insulated duct work, capable of safely heating all habitable rooms and bathroom to a temperature of at least 68 degrees Fahrenheit, at a distance of 3 feet above floor level under minimum winter conditions.
31. 200 amp main electrical panel with breakers.

LOLA PIPKIN
448 LEGREE TERRACE
FT. WHITE, FL

NEW CONSTRUCTION SERVICES SPECIFICATIONS

OCTOBER 13, 2011

Electrical, Insulation and Heating (Continued)

- 32. All wiring shall be copper wiring.
- 33. Interior lighting fixtures with glass globes.
- 34. Hard wired electric smoke alarm detector with battery backup per Code.
- 35. Exhaust fan in bathroom.
- 36. Exterior GFCI outlet at front entrance door
- 37. Interior GFCI outlet in bathroom and outlets above kitchen counter top as per code.

Interior

- 38. Interior Walls shall be 2" x 4" construction on 24" center and all walls shall be finished gypsum wall panels.
- 39. All interior doors shall have 36" clear opening and three hinge construction and brass finish hardware.
- 40. 6'0" of wall, including 2'6" of wall cabinets 2'0" in height above range, 6'0" of base, excluding area under sink, including 6 feet of kitchen counter top. Minimum 2' x 3' x 8' pantry.
- 41. FHA approved carpet 1/2" rebond pad over entire floor area in living room, hall and bedroom(s), including closets. Homeowner shall select same style and color of carpet for all rooms.
- 42. 10-mil sheet vinyl floor covering, including base trim and quarter round molding and metal seam strip in door openings, in accordance with manufacturer's specifications over the entire floor area in kitchen, bathroom and utility room. Homeowner shall select same style and color of flooring for all rooms.

NOTE: All bid prices to include labor, materials and new equipment specified in this work write-up.

All work shall comply with Florida Administrative Code, Chapter 15C-1.

All work shall comply with the adopted Building Code of the State of Florida and local codes.

The contractor is responsible for all permits and sales tax. No permit fees will be waived.