
CONTRACTOR'S NAME

HOUSING REHABILITATION

POTABLE WATER CONNECTIONS

COLUMBIA COUNTY FY09

FLORIDA SMALL CITIES

COMMUNITY DEVELOPMENT

BLOCK GRANT

PROJECT NUMBER 11DB-L4-03-22-01-H20

PROPERTY OWNERS:

**UNIT NO. 09-49, RICHARD SCHWARZ
UNIT NO. 09-58, FREDDIE BROWNING
UNIT NO. 09-63, ODIS AND CANDY BROWNING**

FEBRUARY 2012

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SECTION A
ADVERTISEMENT FOR BIDS

ADVERTISEMENT FOR BIDS
POTABLE WATER CONNECTIONS

Project No. 11DB-L4-03-22-01-H20
2012-D, Water Connections

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

Sealed bids marked "Sealed Bid for Residential Potable Water Connections - 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 following Owners for residential potable water connections:

Unit No. 09-49, Richard Schwarz, 1539 SE October Road, Lake City;
Unit No. 09-58, Freddie E. Browning, 238 SE Pleasure Place, Lake City; and
Unit No. 09-63, Odis and Candy Browning, 204 SE Pleasure Place, Lake City.

The connections 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.

To obtain a copy of the Form of Bid Proposal or for more information please contact the Building and Zoning Department, located at 135 NE Hernando Street, Suite B-21, Lake City, Florida, 32055, between the hours of 9:00 a.m. and 4:30 p.m., Monday through Friday or call (386) 755-4100. The Owner reserves the right to waive any informalities or to reject any or all bids. The County reserves the right to reject any or all bids.

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

Bids shall be addressed to the Building and Zoning Department, located at 135 NE Hernando Street, Suite B-21, Lake City, Florida, 32055, not later than 10:00 a.m. Eastern Standard Time on March 12, 2012. Bids shall be designated as " Sealed Bid for Residential Potable Water Connections - Columbia County Small Cities Community Development Block Grant Project for Fiscal Year 2009, Housing Rehabilitation Grant." Facsimile or electronic mail bids will not be accepted. All bids must be submitted on the Form of Bid Proposal. Any bids received after the specified time and date will not be considered.

The sealed bids will be publicly opened and read aloud at 10:00 a.m. Eastern Standard Time on March 12, 2012 at the Building and Zoning Department, located at 135 NE Hernando Street, Suite B-21, Lake City, FL.

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 February 29, 2012

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 CONNECTION OF DWELLING UNIT TO POTABLE WATER

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 potable water connection of the single family dwelling unit located:

for the total sum of _____ Dollars and _____ Cents (\$ _____), all in accordance with the Bid Proposal and Specifications 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 potable water connection cost shall be made when one hundred percent (100%) of the work is satisfactorily completed.
2. The quantities stated on the bid form for the work to be completed pursuant to this Agreement are approximate only and are subject to either increase or decrease; and that should the quantities of any of the items of work be increased, the Contractor agrees to do the work at the unit prices set on the bid form; and should the quantities be decreased, the Contractor also agrees that payment will be made on the actual quantities completed at the unit prices set out herein, and will make no claim for anticipated profits for any decrease in the quantities.

- 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 Two Hundred Thousand Dollars (\$200,000) for injuries, including accidental death, to any one person; and in an amount of not less than Three Hundred Thousand Dollars (\$300,000) on account of one accident.

Property Damage Insurance in an amount not less than Two Hundred Thousand Dollars (\$200,000) for damages to any one item; and in an amount of not less than Three Hundred Thousand Dollars (\$300,000) 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 thirty (30) calendar days from the date of the Notice to Proceed, time being of the essence. If the Contractor fails to complete the work within thirty (30) 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.

1.20 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:
Columbia County
Building and Zoning Office
135 NE Hernando Street, Suite B-21
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 Code of Federal Regulations 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 incorporated 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 E
CONTRACTOR AND SUBCONTRACTOR
PRECONSTRUCTION CONFERENCE FORMS

1.0 CERTIFICATION OF BIDDER (CONTRACTOR) REGARDING
EQUAL EMPLOYMENT OPPORTUNITY

NAME OF BIDDER: _____

PROJECT NAME: Columbia County Fiscal Year 2009 Florida Small Cities
Community Development Block Grant

PROJECT NUMBER: 11DB-L4-03-22-01-H20

INSTRUCTIONS

This certification is required pursuant to Executive Order 11246 (30 C.F.R. 12319-25). The implementing rules and regulations provide that any Bidder or prospective Contractor, or any of their proposed Subcontractors, shall state as an initial part of the bid or negotiations of the contract whether it has participated in any previous contract or subcontract subject to the equal opportunity clause; and, if so, whether it has filed all compliance reports due under applicable instructions.

Where the certification indicates that the Bidder has not filed a compliance report due under applicable instructions, such Bidder shall be required to submit a compliance report within seven (7) calendar days after bid opening. No contract shall be awarded unless such report is submitted.

CERTIFICATION BY BIDDER

NAME AND ADDRESS OF BIDDER (include ZIP Code)

1. Bidder has participated in a previous contract or subcontract subject to the Equal Opportunity Clause.
Yes _____ No _____
2. Compliance reports were required to be filed in connection with such contract or subcontract.
Yes _____ No _____
3. Bidder has filed all compliance reports due under applicable instructions, including SF.100.
Yes _____ No _____ None required _____
4. Have you ever been or are you being considered for sanction due to violation of Executive Order 11246, as amended?
Yes _____ No _____

Signature

Date

Print or Type Name and Title

1.1 CERTIFICATION OF PROPOSED ELECTRICAL SUBCONTRACTOR REGARDING
EQUAL EMPLOYMENT OPPORTUNITY

NAME OF PROPOSED ELECTRICAL SUBCONTRACTOR: _____

PROJECT NAME: Columbia County Fiscal Year 2009 Florida Small Cities
Community Development Block Grant

PROJECT NUMBER: 11DB-L4-03-22-01-H20

INSTRUCTIONS

This certification is required pursuant to Executive Order 11246 (30 C.F.R. 12319-25). The implementing rules and regulations provide that any Bidder or prospective Contractor, or any of their proposed Subcontractors, shall state as an initial part of the bid or negotiations of the contract whether it has participated in any previous contract or subcontract subject to the equal opportunity clause; and, if so, whether it has filed all compliance reports due under applicable instructions.

Where the certification indicates that the Subcontractor has not filed a compliance report due under applicable instructions, such Subcontractor shall be required to submit a compliance report before the Owner approves the Subcontract or permits work to begin under the Subcontract.

SUBCONTRACTOR'S CERTIFICATION

NAME AND ADDRESS OF SUBCONTRACTOR (Include ZIP Code)

1. Subcontractor has participated in a previous contract or subcontract subject to the Equal Opportunity Clause.
Yes _____ No _____
2. Compliance reports were required to be filed in connection with such contract or subcontract.
Yes _____ No _____
3. Subcontractor has filed all compliance reports due under applicable instructions, including SF.100.
Yes _____ No _____
4. Have you ever been or are you being considered for sanction due to violation of Executive Order 11246, as amended?
Yes _____ No _____

Signature

Date

Print or Type Name and Title

1.2 CERTIFICATION OF PROPOSED MECHANICAL SUBCONTRACTOR REGARDING
EQUAL EMPLOYMENT OPPORTUNITY

NAME OF PROPOSED MECHANICAL SUBCONTRACTOR: _____

PROJECT NAME: Columbia County Fiscal Year 2009 Florida Small Cities
Community Development Block Grant

PROJECT NUMBER: 11DB-L4-03-22-01-H20

INSTRUCTIONS

This certification is required pursuant to Executive Order 11246 (30 C.F.R. 12319-25). The implementing rules and regulations provide that any Bidder or prospective Contractor, or any of their proposed Subcontractors, shall state as an initial part of the bid or negotiations of the contract whether it has participated in any previous contract or subcontract subject to the equal opportunity clause; and, if so, whether it has filed all compliance reports due under applicable instructions.

Where the certification indicates that the Subcontractor has not filed a compliance report due under applicable instructions, such Subcontractor shall be required to submit a compliance report before the Owner approves the Subcontract or permits work to begin under the Subcontract.

SUBCONTRACTOR'S CERTIFICATION

NAME AND ADDRESS OF SUBCONTRACTOR (Include ZIP Code)

1. Subcontractor has participated in a previous contract or subcontract subject to the Equal Opportunity Clause.
Yes _____ No _____
2. Compliance reports were required to be filed in connection with such contract or subcontract.
Yes _____ No _____
3. Subcontractor has filed all compliance reports due under applicable instructions, including SF.100.
Yes _____ No _____
4. Have you ever been or are you being considered for sanction due to violation of Executive Order 11246, as amended?
Yes _____ No _____

Signature

Date

Print or Type Name and Title

1.3 CERTIFICATION OF PROPOSED PLUMBING SUBCONTRACTOR REGARDING
EQUAL EMPLOYMENT OPPORTUNITY

NAME OF PROPOSED PLUMBING SUBCONTRACTOR: _____

PROJECT NAME: Columbia County Fiscal Year 2009 Florida Small Cities
Community Development Block Grant

PROJECT NUMBER: 11DB-L4-03-22-01-H20

INSTRUCTIONS

This certification is required pursuant to Executive Order 11246 (30 C.F.R. 12319-25). The implementing rules and regulations provide that any Bidder or prospective Contractor, or any of their proposed Subcontractors, shall state as an initial part of the bid or negotiations of the contract whether it has participated in any previous contract or subcontract subject to the equal opportunity clause; and, if so, whether it has filed all compliance reports due under applicable instructions.

Where the certification indicates that the Subcontractor has not filed a compliance report due under applicable instructions, such Subcontractor shall be required to submit a compliance report before the Owner approves the Subcontract or permits work to begin under the Subcontract.

SUBCONTRACTOR'S CERTIFICATION

NAME AND ADDRESS OF SUBCONTRACTOR (Include ZIP Code)

1. Subcontractor has participated in a previous contract or subcontract subject to the Equal Opportunity Clause.
Yes _____ No _____
2. Compliance reports were required to be filed in connection with such contract or subcontract.
Yes _____ No _____
3. Subcontractor has filed all compliance reports due under applicable instructions, including SF.100.
Yes _____ No _____
4. Have you ever been or are you being considered for sanction due to violation of Executive Order 11246, as amended?
Yes _____ No _____

Signature

Date

Print or Type Name and Title

2.0 CERTIFICATION OF BIDDER (CONTRACTOR) REGARDING SECTION 3 AND SEGREGATED FACILITIES

NAME OF BIDDER: _____

PROJECT NAME: Columbia County Fiscal Year 2009 Florida Small Cities
Community Development Block Grant

PROJECT NUMBER: 11DB-L4-03-22-01-H20

The undersigned hereby certifies that:

- (a) Section 3 provisions are included in the Contract;
- (b) A written Section 3 plan was prepared and submitted as part of the bid proceedings (if bid equals or exceeds \$10,000); and
- (c) No segregated facilities will be maintained as required by Title VI of the Civil Rights Act of 1964.

Signature

Date

Print or Type Name and Title

2.1 CERTIFICATION OF PROPOSED ELECTRICAL SUBCONTRACTOR REGARDING SECTION 3 AND SEGREGATED FACILITIES

NAME OF PROPOSED ELECTRICAL SUBCONTRACTOR: _____

PROJECT NAME: Columbia County Fiscal Year 2009 Florida Small Cities
Community Development Block Grant

PROJECT NUMBER: 11DB-L4-03-22-01-H20

The undersigned hereby certifies that:

- (a) Section 3 provisions are included in the Contract;
- (b) A written Section 3 plan was prepared and submitted as part of the bid proceedings (if bid equals or exceeds \$10,000); and
- (c) No segregated facilities will be maintained as required by Title VI of the Civil Rights Act of 1964.

Signature

Date

Print or Type Name and Title

2.2 CERTIFICATION OF PROPOSED MECHANICAL SUBCONTRACTOR REGARDING SECTION 3 AND SEGREGATED FACILITIES

NAME OF PROPOSED MECHANICAL SUBCONTRACTOR: _____

PROJECT NAME: Columbia County Fiscal Year 2009 Florida Small Cities
Community Development Block Grant

PROJECT NUMBER: 11DB-L4-03-22-01-H20

The undersigned hereby certifies that:

- (a) Section 3 provisions are included in the Contract;
- (b) A written Section 3 plan was prepared and submitted as part of the bid proceedings (if bid equals or exceeds \$10,000); and
- (c) No segregated facilities will be maintained as required by Title VI of the Civil Rights Act of 1964.

Signature

Date

Print or Type Name and Title

2.3 CERTIFICATION OF PROPOSED PLUMBING SUBCONTRACTOR REGARDING SECTION 3 AND SEGREGATED FACILITIES

NAME OF PROPOSED PLUMBING SUBCONTRACTOR: _____

PROJECT NAME: Columbia County Fiscal Year 2009 Florida Small Cities
Community Development Block Grant

PROJECT NUMBER: 11DB-L4-03-22-01-H20

The undersigned hereby certifies that:

- (a) Section 3 provisions are included in the Contract;
- (b) A written Section 3 plan was prepared and submitted as part of the bid proceedings (if bid equals or exceeds \$10,000); and
- (c) No segregated facilities will be maintained as required by Title VI of the Civil Rights Act of 1964.

Signature

Date

Print or Type Name and Title

3.0 CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION

LOWER TIER COVERED TRANSACTION

PROPOSED ELECTRICAL SUBCONTRACTOR

- 1) The prospective lower tier participant certifies, by submission of this document, that neither it nor its principals is presently debarred, suspected, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.
- 2) Where the prospective lower tier participant is unable to certify to the above statement, the prospective participant shall attach an explanation to this form.

Signature

Date

Print or Type Name and Title

Columbia County FY09
Florida Small Cities CDBG
Housing Rehabilitation
Project Name

Print or Type Name of Proposed Mechanical Subcontractor

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

Address

City, State, Zip Code

3.1 CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION

LOWER TIER COVERED TRANSACTION

PROPOSED MECHANICAL SUBCONTRACTOR

- 1) The prospective lower tier participant certifies, by submission of this document, that neither it nor its principals is presently debarred, suspected, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.
- 2) Where the prospective lower tier participant is unable to certify to the above statement, the prospective participant shall attach an explanation to this form.

Signature

Date

Print or Type Name and Title

Columbia County FY09
Florida Small Cities CDBG
Housing Rehabilitation
Project Name

Print or Type Name of Proposed Mechanical Subcontractor

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

Address

City, State, Zip Code

3.2 CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION

LOWER TIER COVERED TRANSACTION

PROPOSED PLUMBING SUBCONTRACTOR

- 1) The prospective lower tier participant certifies, by submission of this document, that neither it nor its principals is presently debarred, suspected, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.
- 2) Where the prospective lower tier participant is unable to certify to the above statement, the prospective participant shall attach an explanation to this form.

Signature

Date

Print or Type Name and Title

Columbia County FY09
Florida Small Cities CDBG
Housing Rehabilitation
Project Name

Print or Type Name of Proposed Mechanical Subcontractor

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

Address

City, State, Zip Code

4.0 CONTRACTOR SECTION 3 PLAN

A. OVERVIEW

Regulations implementing Section 3 require recipients of Community Development Block Grant funds and the contractors they employ to help ensure that the economic opportunities generated by Community Development Block Grant funds are provided to local low- and very low-income persons and the businesses that serve them. The purpose of Section 3 of the Housing and Urban Development Act of 1968 (24 CFR Part 135) is to:

“ensure that employment and other economic opportunities generated by certain U.S. Department of Housing and Urban Development financial assistance shall, to the greatest extent feasible, and consistent with existing federal, state and local laws and regulations, be directed to low- and very low-income persons, particularly those who are recipients of government assistance for housing and business concerns which provide economic opportunities to low- and very low-income persons.”

B. THRESHOLDS

Compliance with Section 3 is required for local governments with grant awards of over \$200,000 or contracts or subcontracts over \$100,000.

C. GOALS

The Contractor hereby establishes the following goals.

Hiring:

At least 10% of the aggregate number of new hires by the Contractor funded with Community Development Block Grant funds should be Section 3 residents.

Contracts:

1. At least 10% of the total dollar amount of all Community Development Block Grant funded contracts for building trades work should be awarded to Section 3 business concerns; and

4.0 CONTRACTOR SECTION 3 PLAN (Continued)

2. At least 3% of the total dollar amount of all other Community Development Block Grant funded contracts should be awarded to Section 3 business concerns.

Failure to meet these goals does not constitute noncompliance with Section 3 regulations and shall not result in sanctions against the Contractor. It means that the burden shifts to the Contractor to demonstrate why it was not possible to achieve the numerical goals. If challenged on the issue of compliance with Section 3 requirements, the Contractor will need to demonstrate that it strived, but was unable, to reach these levels.

D. SECTION 3 RESIDENT PREFERENCES

Among Section 3 eligible citizens, the following preferences shall be given:

1. Where the Section 3 project is assisted under the Stewart B. McKinney Homeless Assistance Act, homeless person(s) residing in the service area or neighborhood shall receive the highest priority;
2. Section 3 residents residing in the service area or neighborhood in which the project is located;
3. Participants in U.S. Department of Housing and Urban Development Youthbuild Programs; and
4. Other Section 3 residents.

E. COMPLIANCE

The Contractor has a responsibility to comply with Section 3 requirements in its own operations. If numerical goals of Section 3 compliance are not achieved, documentation of Contractor efforts to achieve those goals may be used to document compliance with Section 3 requirements:

This responsibility includes, but is not limited to, the actions listed below that can document efforts to comply with Section 3 requirements:

1. documenting actions taken to comply with the Section 3 requirements and the results of those actions;
2. notifying Section 3 residents and business concerns about economic opportunities connected with Community Development Block Grant funded projects;

4.0 CONTRACTOR SECTION 3 PLAN (Continued)

3. informing potential subcontractors for Section 3 covered projects of their obligations under Section 3, and incorporating Section 3 clauses in all solicitations and subcontracts which spells out the responsibilities and commitments of all parties involved;
4. facilitating activities to reach the Section 3 numerical goals for the training and employment of Section 3 residents and the award of contracts to Section 3 subcontractors; and
5. assisting and actively cooperating with the U.S. Department of Housing and Urban Development Assistant Secretary in obtaining the compliance of subcontractors with Section 3 requirements and refraining from entering into any subcontracts with a subcontractor who has been found in violation of the Section 3 requirements.

Section 3 requirements do not require the creation of economic opportunities for low- and very low-income persons, simply for the sake of creating jobs, but requires that when jobs are generated because a project or activity necessitates the employment of additional personnel, preference must be given to Section 3 qualified individuals. If, however, the Section 3 covered assistance is awarded and the Contractor has no need for additional employees or the Contractor has no need to subcontract for work, the Section 3 preference requirements do not apply.

There are four basic ways to obtain compliance with Section 3 requirements:

1. document that the project is not a Section 3 covered project;
2. document that no additional personnel or subcontract work was necessary to complete the assisted activity;
3. document the achievement of Section 3 numerical goals, in the absence of evidence to the contrary; or
4. document efforts undertaken to achieve Section 3 numerical goals and specific reasons why it was not feasible to meet those numerical goals.

A complaint process open to any Section 3 resident or subcontractor requires that complaints be submitted to the U.S. Department of Housing and Urban Development. Complaints will then be referred to the local government for an attempted resolution. Failure to comply with Section 3 requirements can result in suspension of the contract or debarment from participation in U.S. Department of Housing and Urban Development funded programs.

4.0 CONTRACTOR SECTION 3 PLAN (Continued)

F. SUMMARY

Section 3 is an essential component of the U.S. Department of Housing and Urban Development's comprehensive approach to "creating communities of opportunity." It can establish a sound foundation for long-term economic growth and recovery in distressed areas by increasing employment, developing a more skilled local workforce, and fostering community-based businesses. By directing economic opportunity to low- and very low-income persons, Section 3 requirements help more families move toward economic empowerment and self-sufficiency. It represents one positive step toward reversing the discrimination and disinvestment that has destabilized many low- and very low-income neighborhoods.

G. DEFINITIONS

1. Section 3 Covered Contract: is a contract or subcontract (including a professional service contract) awarded by a recipient or contractor for work generated by the expenditure within a Section 3 covered project.
2. Section 3 Covered Project: is the construction, re-construction, conversion or rehabilitation of housing (including lead based paint abatement), and other public construction which includes buildings or improvements (regardless of ownership) assisted with Housing or Community Development Assistance.
3. Section 3 Business Concern:
 - a. is a business that is 51% or more owned by Section 3 residents; or
 - b. is a business whose permanent, full-time employees include persons, at least 30% of whom are currently Section 3 residents, or within three (3) years of the date of first employment with the business concern were Section 3 residents; or
 - c. is a business that provides evidence of a commitment to subcontract in excess of 25% of the dollar award of all subcontracts to be awarded to business concerns that meet the preceding requirements.

4.0 CONTRACTOR SECTION 3 PLAN (Continued)

As an officer and representative of _____,
(Name of Contractor)

I, the undersigned, have read and fully agree to this Section 3 Plan, and become a party to the full implementation of this program.

Signature

Date

Print or Type Name and Title

Print or Type Name of Contractor

SECTION F
BID PROPOSAL FORM
AND
SPECIFICATIONS



Columbia County Board of Commissioners
 P. O. Box 1529
 Lake City, Florida 32056
 Phone: 386-755-4100
 Fax: 386-758-2160

Date: _____

BID FORM

Place Company name here:

Project: _____
 DCA Project #: 11DB-L4-03-22-01-H20
 CBC Project #: _____

Hand Delivered to:
 Columbia County Board of Commissioners
 Attn: Building and Zoning Department
 135 NE Hernando Avenue, Suite B-21
 Lake City, FL 32055

Mail to:
 Columbia County Board of Commissioners
 Attn: Building and Zoning Department
 P. O. Box 1529
 Lake City, FL 32056-1529

Proposes to furnish all labor, materials, equipment and services required to satisfactorily complete all of the work described below:

Provide Potable Water Connection for Residences . Any service to a water well shall be terminated.

The Trade Contractor listed above, hereby represents that he/she has received and carefully examined and acknowledged the Project Specifications and Scope of Work for the Columbia County Utilities Potable water Hookup installation as required for the Ellisville Community area.

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

Based on the foregoing, the Trade Contractor hereby proposes and offers to complete the work for the lump sum amount as outline below:

Price per Linear Foot of 1" PVC connection to residence: (\$ _____)/per linear foot

By submitting this quote, the Trade Contractor agrees to all terms and conditions included is this Specification and Scope of Work.

The Lump Sum Price above **INCLUDES** all applicable sales and/or use taxes; **INCLUDES** all insurance premiums required to meet insurance requirements.

A. The Trade Contractor agrees that if written notice of the acceptance of this bid is mailed or delivered to the undersigned within sixty (60) days after Proposed Due Date, or any time thereafter before it is withdrawn, the undersigned shall, within (10) calendar days, enter into a contract with the owner, with the Columbia County Board of Commissioners, serving as agent for the owner. The Owner reserves the right to reject any or all bids. Bid will be awarded to the lowest responsive, responsible qualified bidder.

B. The undersigned represents that these bids are made in good faith, without fraud, collusion or connection of any kind with any other trade contractor of the same work, that he is competing in his own interest and in his own behalf, without connection or obligation to any undisclosed person, that no other person has any interest in regard to all conditions pertaining to the work and in regard to the place where it is to be done, has made his own examination and estimates and from them makes this proposal.

Contractor: _____ (Legal Signature)

(Type/Print Name)

Company: _____

Address: _____

Business Phone: _____

Note: Proposal Forms are to be sealed in an envelope indicating "Water Connection Bid Enclosed" (no faxed or e-mailed bids) and

delivered to:

Columbia County Board of Commissioners
Attn: Building and Zoning Department
135 N.E. Hernando Avenue, Suite B-21
Lake City, FL 32055

or

via mail to:

Columbia County Board of Commissioners
Attn: Building and Zoning Department
P. O. Box 1529
Lake City, FL 32056-1529

**SPECIFICATIONS
POTABLE WATER CONNECTIONS
ELLISVILLE WATER SUPPLY**

PART 1 - GENERAL

The following specification and Scope of Work is intended for use for the design, selection of materials, and construction of potable water connections.

1.1 SCOPE

1.1.1 General

This specification provides the requirements for potable water connection from County Water Meters to residences.

1.1.2 Work Included

The Contractor shall, unless specified otherwise, furnish all labor, materials, equipment, tools, and all other associated appurtenances necessary to do the work required to include but not limited to unloading, hauling and distributing all pipe, fittings, valves and appurtenances. The Contractor shall excavate the trenches and pits to the required dimensions; sheet, brace, and support the adjoining ground or structures where necessary; handle all drainage or ground water; lay and test the pipe, fittings, valves, and appurtenances; backfill and consolidate the trenches and pits; maintain all surfaces over the trench until surface restoration is completed; restore the surfaces unless otherwise stipulated; remove surplus excavated material; and clean the site of the work on a daily basis.

The Contractor shall also furnish all labor, materials, equipment, tools, and all other associated appurtenances required to rearrange sewers, conduits, ducts, pipes or other structures encountered in the installation of the work.

If any inconsistencies within this document arise, the most stringent shall govern.

1.1.3 Location of the Work

The location of this work is in the Ellisville Community of Columbia County, FL. as required and directed by Columbia County Utilities (CCU).

1.1.4 Coordination of the Work

The Contractor shall be responsible for the satisfactory coordination of the construction of the potable water connection with other activities in the area. Delays in work resulting from lack of such harmony shall not in any way be a cause for extra compensation by any of the parties.

1.1.5 Safety

The Contractor is to comply with any regulations set forth by CCU and in accordance with OSHA regulations.

1.1.6 Working Hours

The work shall be carried out in accordance with local ordinance and not to cause any unreasonable nuisance to affected residents. After notice has been given to commence work, the contractor has five (5) working days to start. Once work has commenced, work shall continue with all hookups until completion without interruption except for conditions beyond the control of the successful contractor. Under emergency conditions, this limitation may be waived by the consent of Columbia County Utilities (CCU).

1.2 METHOD OF MEASUREMENT & PAYMENT

The work shall be measured and the compensation determined in the following manner:

1.2.1 Potable Water

Direct bury potable water pipe shall be paid for at the contract bid price per linear foot for each size specified which shall include the cost of furnishing all pipe, pipe bend sections, jointing material, and of delivering, handling, laying, dewatering, trenching, backfilling, testing, restoring the surface with seed and mulch, necessary permits, and all material or work necessary to install the pipe complete in place at the depth specified or as directed by CCU.

The length of pipe for direct bury installation for which payment is made shall be the actual overall length measured along the axis of the pipe without regard to tee sections or bend sections. All lengths shall be measured in a horizontal plane unless the grade of the pipe is more than fifteen percent (15%).

Unless otherwise noted, all work should include labor, material, equipment, supervision, insurance and taxes (including sales tax).

1.2.2 Service Connections

Service connections shall be paid for as outlined below and shall include all labor, equipment, materials, and all associated appurtenances to completely install service connections. CCU will provide and install all meters.

a. Service connection piping shall be paid for as per contract bid price per linear foot installed.

b. Meter boxes, will be furnished and installed by CCU.

1.2.3 Testing

All required testing shall be considered incidental to the project and no direct compensation will be made therefore.

1.2.4 Miscellaneous

All other items required for the completion of the project and not included as a specific bid item shall be considered incidental to the project and no direct compensation will be made therefore.

PART 2 PRODUCTS

2.1 MATERIALS

2.1.1 General

The materials used in this work shall be all new and conform to the requirements for class, kind, size and material as specified below:

All pipes furnished for potable water service connection installations shall be Polyvinyl Chloride (PVC) Pressure Pipe and Fittings.

PART 3 EXECUTION

3.1 CONSTRUCTION REQUIREMENTS

Direct Bury, and Moling: All direct bury, and moling potable water main pipe shall be installed to a minimum depth of twelve (12) inches to the top of the potable water piping or as approved by CCU. If additional fittings are required to maintain alignment around curves, the Contractor shall provide the required number and be compensated at the contract bid price as proposed on the bid form.

3.1.1 Locates

All locates will be the responsibility of the Contractor.

3.1.2 Layout

The Contractor will be responsible for all field engineering and layout.

3.1.3 Pressure Test

Pipe:

The contractor shall hydrostatically pressure test all PVC, in accordance with the latest revision of Florida Building Code (Plumbing) as applicable.

END OF SECTION