



City of St. Petersburg

Notice to Contractors

Procurement & Supply Management

IFB No.: 7250	Buyer: Michael Schlesinger, CPPB
Issue Date: Thursday, February 2, 2012	Phone: 727-893-7223
Submittal Date: Tuesday, February 28, 2012	Fax: 727-892-5325
Time Due: 3:00 p.m. ET	E-mail: michael.schlesinger@stpete.org

NOTICE IS HEREBY given that **sealed bids** will be received by the Procurement & Supply Management Director at his office located at the Municipal Services Center, One 4th Street North, 5th Floor, St. Petersburg, Florida for:

909-62 Construction, Residential, Maintenance and Repair
Project: at 2620 18th Street South
Bid No.: 7250
Mandatory Pre-Bid Conference: 10:00 a.m. ET, Wednesday, February 8, 2012
Mandatory Pre-Bid Location: 2620 18th Street South
St. Petersburg, FL 33712-3816
Submittal Deadline: 3:00 p.m. ET, Tuesday, February 28, 2012

The work consists of rehabilitation of an owner-occupied single family residence as described in the scope of work, including encapsulation or removal of lead based paint.

Submission of Bids – Bids must be submitted in a sealed envelope and properly identified with the mailing label provided identifying the bid number and bid submittal deadline. The sealed envelope must include one original bid, a duplicate hard copy, and one compact disc (“CD”) copy of the entire bid, including Proposal pricing pages in Excel format as provided in bid packet, delivered in person, by messenger, or by U.S. Mail.

Bids shall be addressed and delivered to:

**LOUIS MOORE, CPPO, DIRECTOR
PROCUREMENT & SUPPLY MANAGEMENT
MUNICIPAL SERVICES CENTER
ONE 4TH STREET NORTH, 5TH FLOOR
ST. PETERSBURG, FL 33701**

Plans and Specifications – Plans, specifications, contract documents and bid submittal forms are open to public inspection and available at the Procurement & Supply Management Department.

Contractor's License – All bidders shall be licensed under the provisions of Chapter 489 of the Florida Statutes to do the type of work contemplated in the project. The Successful Bidder shall possess a valid Contractor's License issued by the Construction Industry Licensing Board at the time the contract is awarded. The class of license shall be applicable to the work specified in the contract. Each bidder shall also have no less than three (3) years experience in the magnitude and character of the work bid.

Late Bids – Late bids will not be considered and will be returned to bidders unopened. It is the Bidders' responsibility to ensure that their bids have sufficient time to be received by the Procurement Department before the Submittal Deadline.

All bids shall be submitted on the forms designated by the city and shall be sealed and plainly marked with the label enclosed. Nonconformance with these instructions is grounds for rejection of bid. The City reserves the right to accept or reject any and all bids in whole or in part, and to waive minor technicalities, informalities and irregularities.

Questions, requests for interpretation, correction, or clarification must be submitted in writing to the buyer listed above, by e-mail and shall arrive no later than noon on Friday, February 17, 2012.

Louis Moore, CPPO
Director, Procurement &
Supply Management

LM:ms

Attachments

Part A
Bid Forms



City of St. Petersburg

Bid Notification

Procurement & Supply Management


Notice to Vendors: Log on to www.stpete.org/purchase/purchase.htm and select the link to Vendor Registration to register as a supplier.

SPECIFICATIONS & BID DOCUMENTS ATTACHED

Bid Number:	7250
Purchase Description:	909-62 Construction, Residential, Maintenance and Repair at 2620 18 th Street South
Procurement Analyst:	Michael Schlesinger, CPPB
E-mail:	michael.schlesinger@stpete.org
Telephone Number:	727-893-7223
Pre-Bid Meeting Location:	2620 18 th Street South St. Petersburg, FL 33712-3816
Pre-Bid Conference:	10:00 a.m. ET, Wednesday, February 8, 2012
Bid Opening:	3:00 p.m. ET, Tuesday, February 28, 2012

To view or download this IFB and or addendum go to:

www.stpete.org/purchase/solbidn.htm and click on The bid number referenced above on this document.



Bid Number: 7250
Bid Opening Date: Tuesday, February 28, 2012
Bidder: _____

Return Bid to:

**LOUIS MOORE, CPPO, DIRECTOR
PROCUREMENT & SUPPLY MANAGEMENT
MUNICIPAL SERVICES CENTER
ONE 4th STREET NORTH, 5TH FLOOR
ST. PETERSBURG, FL 33701**

NOTE: Always use the label to the left on all packages when returning bid responses.

City of St Petersburg
Contractor's Bid Form
 Procurement & Supply Management

IFB Number: 7250
Issue Date: Thursday, February 2, 2012
Date Due: Tuesday, February 28, 2012
Time Due: 3:00 p.m. ET

Buyer: Michael Schlesinger, CPPB
Phone: 727-893-7223
Fax: 727-892-5325
Email: michael.schlesinger@stpete.org

Purchase Description:
909-62 Construction, Residential, Maintenance and Repair at 2620 18 th Street South
Maximum Completion or Delivery Time: _____ (Days from receipt of order or notice to proceed)
Terms: Net 10 <input type="checkbox"/>
Does this bid include the use of sub-contractors? <input type="checkbox"/> Yes <input type="checkbox"/> No
Is the bidder registered with the City of St. Petersburg Permitting Department? <input type="checkbox"/> Yes <input type="checkbox"/> No
Is the bidder registered with the Florida Division of Corporations? <input type="checkbox"/> Yes <input type="checkbox"/> No State of Incorporation _____
Pinellas County Construction Licensing Board No. _____
Certified Small Business Enterprise (SBE) <input type="checkbox"/> Yes <input type="checkbox"/> No
City of St. Petersburg SBE Certification No. _____
Homeowner Relocation Required <input type="checkbox"/> Yes _____ (No. of Days) <input type="checkbox"/> No
Bidder acknowledges receipt of Addenda Number (s) _____ and _____
Term of Offer. It is understood and agreed that this bid may not be withdrawn for a period of ninety (90) days from the Bid Submittal Deadline.
The undersigned Bidder agrees to contract with the Homeowner to provide all necessary labor, supervision, machinery, tools, apparatus, and other means of construction to do all the work and furnish all the materials specified in the contract in the manner and time therein prescribed, and that they will take in full payment the amount set forth herein.

Legal Name of Bidder	Authorized Signature	Date
D/B/A (if applicable)	Print Name	Title
Mailing Address (PO Box or Street)	Phone No.	Facsimile No.
Address	Authorized Representative	Email
City/State/Zip	Type of Business	Federal ID No.

City of St. Petersburg
Bid Form
 Procurement and Supply Management

Item No.	Description	Qty.	UOM	Unit Price	Extended Price
2620 18th Street South					
In accordance with IFBC #7250					
Lead based paint abatement					
EXTERIOR -All pld wood window trim, all attic vents, and rear overhang.					
0.1		1	JOB	\$0.00	\$0.00
INTERIOR - Screened porch - Beams, walls C & D - Encapsulate.					
0.2		1	JOB	\$0.00	\$0.00
0.3 Screen porch - Floor (include floor in laundry room).					
0.3		1	JOB	\$0.00	\$0.00
0.4 Screen porch - Old wood windows/trim including areas that flow into laundry room aera.					
0.4		1	JOB	\$0.00	\$0.00
0.5 Screen porch - Door and frame leading to living room area.					
0.5		1	JOB	\$0.00	\$0.00
0.6 Laundry room - Ceiling and walls B & C. ENCAPSULATE					
0.6		1	JOB	\$0.00	\$0.00
0.7 CLEARANCE: Interior/exterior cleaning.					
0.7		1	JOB	\$0.00	\$0.00
Subtotal					\$0.00
1	Living Room				
1 Switch W/cover					
1		1	JOB	\$0.00	\$0.00
1.1 Receptacles / cover plates					
1.1		1	JOB	\$0.00	\$0.00
1.2 Windows					
1.2		1	JOB	\$0.00	\$0.00
1.3 Walls					
1.3		1	JOB	\$0.00	\$0.00
1.4 Flooring					
1.4		1	JOB	\$0.00	\$0.00
1.5 Paint					
1.5		1	JOB	\$0.00	\$0.00
Subtotal					\$0.00
2	Kitchen				
2 Light fixture and switch w/cover					
2		1	JOB	\$0.00	\$0.00
2.1 Receptacles/GFCI/cover plates					
2.1		1	JOB	\$0.00	\$0.00
2.2 Floor					
2.2		1	JOB	\$0.00	\$0.00
2.3 Semi-gloss paint					
2.3		1	JOB	\$0.00	\$0.00

City of St. Petersburg
Bid Form
 Procurement and Supply Management

2.4 Stove / Range	1	JOB	<u> \$0.00 </u>	<u> \$0.00 </u>
2.5 Sink / faucet / piping / shut-offs / ect	1	JOB	<u> \$0.00 </u>	<u> \$0.00 </u>
2.6 Countertop / backsplash	1	JOB	<u> \$0.00 </u>	<u> \$0.00 </u>
2.7 Cabinets	1	JOB	<u> \$0.00 </u>	<u> \$0.00 </u>
			Subtotal	<u> \$0.00 </u>
3 Hallway				
3 Light switch w/cover	1	JOB	<u> \$0.00 </u>	<u> \$0.00 </u>
3.1 Receptacles / cover plates	1	JOB	<u> \$0.00 </u>	<u> \$0.00 </u>
3.2 Floor	1	JOB	<u> \$0.00 </u>	<u> \$0.00 </u>
3.3 Paint	1	JOB	<u> \$0.00 </u>	<u> \$0.00 </u>
			Subtotal	<u> \$0.00 </u>
4 Bathroom #1				
4 Light Fixture and Switch w/cover	1	JOB	<u> \$0.00 </u>	<u> \$0.00 </u>
4.1 Receptacles / GFCI / w/covers	1	JOB	<u> \$0.00 </u>	<u> \$0.00 </u>
4.2 Floor	1	JOB	<u> \$0.00 </u>	<u> \$0.00 </u>
4.3 Semi-gloss paint	1	JOB	<u> \$0.00 </u>	<u> \$0.00 </u>
4.4 Toilet / seat / supply	1	JOB	<u> \$0.00 </u>	<u> \$0.00 </u>
4.5 Shower	1	JOB	<u> \$0.00 </u>	<u> \$0.00 </u>
4.6 Diverter valves	1	JOB	<u> \$0.00 </u>	<u> \$0.00 </u>
4.7 Bath assessories	1	JOB	<u> \$0.00 </u>	<u> \$0.00 </u>
4.8 Exhaust Fan / switches	1	JOB	<u> \$0.00 </u>	<u> \$0.00 </u>
4.9 Tub Alcove Tile	1	JOB	<u> \$0.00 </u>	<u> \$0.00 </u>
			Subtotal	<u> \$0.00 </u>

City of St. Petersburg
Bid Form
Procurement and Supply Management

5 **Bedroom #1**

5 Light switch w/cover	1	JOB	<u> \$0.00</u>	<u> \$0.00</u>
5.1 Receptacles w/covers	1	JOB	<u> \$0.00</u>	<u> \$0.00</u>
5.2 Ceiling	1	JOB	<u> \$0.00</u>	<u> \$0.00</u>
5.3 Walls	1	JOB	<u> \$0.00</u>	<u> \$0.00</u>
5.4 Floor	1	JOB	<u> \$0.00</u>	<u> \$0.00</u>
5.5 Paint	1	JOB	<u> \$0.00</u>	<u> \$0.00</u>
			Subtotal	<u> \$0.00</u>

6 **Bedroom #2**

6 Switch w/cover	1	JOB	<u> \$0.00</u>	<u> \$0.00</u>
6.1 Receptacles w/covers	1	JOB	<u> \$0.00</u>	<u> \$0.00</u>
6.2 Ceiling	1	JOB	<u> \$0.00</u>	<u> \$0.00</u>
6.3 Walls	1	JOB	<u> \$0.00</u>	<u> \$0.00</u>
6.4 Floor	1	JOB	<u> \$0.00</u>	<u> \$0.00</u>
6.5 Paint	1	JOB	<u> \$0.00</u>	<u> \$0.00</u>
			Subtotal	<u> \$0.00</u>

7 **Utility Room**

7.0 Receptacles w/covers	1	JOB	<u> \$0.00</u>	<u> \$0.00</u>
7.1 Windows	1	JOB	<u> \$0.00</u>	<u> \$0.00</u>
7.2 Walls	1	JOB	<u> \$0.00</u>	<u> \$0.00</u>
7.3 Paint	1	JOB	<u> \$0.00</u>	<u> \$0.00</u>
			Subtotal	<u> \$0.00</u>

8 **Heating, Plumbing, Electrical, and Insulation**

City of St. Petersburg
Bid Form
 Procurement and Supply Management

8.0 HVAC equipment	1	JOB	<u> \$0.00 </u>	<u> \$0.00 </u>
8.1 Insulation	1	JOB	<u> \$0.00 </u>	<u> \$0.00 </u>
8.2 Smoke dectector (AC/DC)	1	JOB	<u> \$0.00 </u>	<u> \$0.00 </u>
8.3 Breaker panel	1	JOB	<u> \$0.00 </u>	<u> \$0.00 </u>
			Subtotal	<u> \$0.00 </u>
9 Building Exterior / Termite				
9.0 Window frames / trim	1	JOB	<u> \$0.00 </u>	<u> \$0.00 </u>
9.1 Exterior paint	1	JOB	<u> \$0.00 </u>	<u> \$0.00 </u>
9.2 Front door	1	JOB	<u> \$0.00 </u>	<u> \$0.00 </u>
9.3 Gutters	1	JOB	<u> \$0.00 </u>	<u> \$0.00 </u>
9.4 Exterior Lights	1	JOB	<u> \$0.00 </u>	<u> \$0.00 </u>
9.5 Fence	1	JOB	<u> \$0.00 </u>	<u> \$0.00 </u>
9.7 WDO report	1	JOB	<u> \$0.00 </u>	<u> \$0.00 </u>
9.8 WDO treatment	1	JOB	<u> \$0.00 </u>	<u> \$0.00 </u>
			Subtotal	<u> \$0.00 </u>
10 Deposits, Fees Permits, Etc.				
10.0 Hauling	1	JOB	<u> \$0.00 </u>	<u> \$0.00 </u>
10.1 Permits	1	JOB	<u> \$0.00 </u>	<u> \$0.00 </u>
			Subtotal	<u> \$0.00 </u>
			Total Bid	<u> \$0.00 </u>

City of St. Petersburg
Contractor Questionnaire
 Procurement & Supply Management

This Contractor Questionnaire must be completely filled out and returned as part of your bid. Failure to do so may result in disqualification of your bid. Any false or incorrect statement made on this Questionnaire will result in your bid being disqualified. Evaluation of this Questionnaire may be a prime factor in the award of this Agreement. Use additional sheets to provide all information requested.

Company Name	Company Phone/Fax No.
D/B/A (if applicable)	Contact Name/Title 1/ Email
Company Address 1	Contact Name/Title 2/ Email
Company Address 2	Federal Id No.
City/State/Zip	Authorized Signature

1. Type of Organization

Please indicate business type below by placing a √ in the space provided.

<input type="checkbox"/> Corporation	Organization Date: _____
<input type="checkbox"/> Sole Proprietorship	State of Incorporation: _____
<input type="checkbox"/> Partnership	_____
<input type="checkbox"/> Other	_____

2. Personnel

a. Administrative

Principal Officers	Position and Function	Years With Company

b. Construction (Supervisory Field Personnel)

Name / Title	Years of Experience

3. Financial Information

- a. Present net worth \$ _____
- b. Annual dollar sales (each of the last three years)
200__ \$ _____ 200__ \$ _____ 200__ \$ _____
- c. Banking Reference:
Bank _____
Address _____
Telephone No. _____
Contact _____
- d. List Bankruptcy Proceedings:

4. Capabilities

- a. How long has your firm been in business? _____
- b. Classes of work you are qualified to perform with your own forces:
 - i. _____
 - ii. _____
 - iii. _____
 - iv. _____
 - v. _____
- c. Work normally subcontracted to others:
 - i. _____
 - ii. _____
 - iii. _____
 - iv. _____
 - v. _____
- d. How many employees do you currently employ?

Locally _____ Nationally _____

e. Largest contract completed to date: \$ _____ Yr. _____

f. Have you had a contract for similar services terminated prior to completion in the past five years? Yes No

If yes, identify the project, the owner, owner's representative and the reason for termination.

If yes, identify the project, the owner, owner's representative and the reason for termination.

g. List major material supply houses/credit references:

Name	Location	Contact/ Phone
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

5. **Equipment and Material**

Indicate the name of the manufacturer of the equipment proposed to be furnished under the Agreement resulting from this Bid.

Equipment or Material	Manufacturer	Supplier
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

9. Other

- a. Attach a copy of all your current insurance coverage(s).
- b. Attach copies of all licenses including Contractors, occupational, Section 3 certification.
- c. Attach a list of major equipment you own, indicating type, capacity, year of manufacturer.
- d. Include in any alleged, significant prior or ongoing contract failures, any civil or criminal litigation or investigation pending which involves the firm, its principals or in which the firm or its principals have been judged guilty or liable.
- e. Provide details along with supporting documentation of any products and services offered that meet the City's "Environmentally Preferable Purchasing (Green Purchasing)" program to include recycled content products, environmentally preferable products and services, bio-based products, energy and water-efficient products, alternate fuel vehicles, products using renewable resources and alternatives to hazardous or toxic chemicals.

City of St. Petersburg
Submittal Checklist
Procurement & Supply Management

IMPORTANT
BID DOCUMENTS TO BE RETURNED

The following forms must be completed and submitted on or before bid opening time.

- _____ **Bid Submission Label**
- _____ **Contractor's Bid Form**
- _____ **Bid Form with Line Item Pricing (Excel)**
- _____ **Contractor Questionnaire with attachments**
- _____ **Debarred Contractor Certification**
- _____ **E.O. 11246 Certification**
- _____ **Certification of Non-Segregated Facilities**
- _____ **Bid Addendum Acknowledgement forms**
- _____
- _____

Failures to complete, sign where required, and return the above bid documents with your bid may render it non-responsive.

Part B

Scope of Work

Scope of work
FLOWERS – 2620 18th Street South

LEAD - BASED PAINT ABATEMENT / INTERIM CONTROLS :

All abatement or interim controls are to be performed per the 1995 HUD Guidelines or the most current procedures accepted by HUD, EPA and OSHA.

ALL WORK MUST BE PERFORMED BY PROPERLY LICENSED EPA LEAD PROFESSIONALS

Item	Description	Work Specification	NOTES
0.1	EXTERIOR – All old wood window trim, all attic vents, and rear overhang.	Remove and replace with lead free materials.	
0.2	INTERIOR - Screened porch – Beams, walls C & D – encapsulate	Prepare surfaces by removing loose paint, dirt, and other foreign matter. Apply encapsulant (lead barrier compound) or other EPA approved product according to manufacturer’s printed directions.	
0.3	Screen porch – Floor (including floor in laundry).	Prepare surfaces by removing loose paint, dirt, and other foreign matter. Apply top quality floor paint (wood floor type) in two coats. After application of first coat apply non-skid additive to help make surface safe for traffic when wet.	
0.4	Screen porch – old wood windows/trim including areas that flow into laundry room area.	Remove and replace with lead free materials.	
0.5	Screen porch – Door and frame leading to living room area.	Remove and replace with lead free materials.	
0.6	Laundry room – Ceiling and walls B & C. ENCAPSULATE	Prepare surfaces by removing loose paint, dirt, and other foreign matter. Apply lead barrier compound encapsulant according to manufactures printed instructions.	
0.7	CLEARANCE: Interior/exterior cleaning.	Prepare property for clearance inspection. NOTE: Lead dust hazards indicated at walls, sills and floors shall be cleaned by HEPA vac/mop/HEPA vac method to ensure a lead safe jobsite at completion. Ensure that there are no paint chips at the perimeter of the residence.	

Initials: _____ & _____

1. LIVING ROOM			
Item #	Description	WORK SPECIFICATION	NOTES
1.0	Switch w/ Cover	Change out new.	
1.1	Receptacles/Cover Plates	Change out all new	
1.2	Windows	Remove front window and install new HH window.	
1.3	Walls	Drywall, frame, and repair at front window. Remove AC, frame hole, and drywall/finish wall inside and add siding to outside.	
1.4	Flooring	Remove old carpet install new carpet (Homeowner color choice).	
1.5	Paint	Patch, prep, and paint living room.	

2. KITCHEN			
Item #	Description	WORK SPECIFICATION	NOTES
2.0	Light fixture and Switch w/Cover	Replace ceiling fan with light. Add ceiling outlet towards dining table and install ceiling fan light combo. Add two switch outlet where existing is.	
2.1	Receptacles/GFI/Cover Plates	Replace all outlets / add GFCI where needed.	
2.2	Floor	Tile floor (homeowner color choice).	
2.3	Semi-gloss Paint	Patch, prep, and paint.	
2.4	Stove/Range	Replace with new.	
2.5	Sink/Faucet/Piping/Shut-offs/Etc.	Keep sink and faucet. Replace plumbing with new when reinstalled.	
2.6	C-Top/Backsplash	Replace with new top to match other side as close as possible.	
2.7	Cabinets	Replace sink side cabinets to match stove side as close as possible.	
2.8	Other		

Initials: _____ & _____

3. HALLWAY			
Item #	Description	WORK SPECIFICATION	NOTES
3.0	Switch w/Cover	Replace.	
3.1	Receptacles/Cover Plates	Replace all.	
3.2	Floor	Remove carpet and tile to match bathroom.	
3.3	Paint	Patch, prep, and paint.	
3.4	Other		

4. BATHROOM #1			
Item #	Description	WORK SPECIFICATION	NOTES
4.0	Light fixture and Switch w/Cover	Replace light and switch.	
4.1	Receptacle/GFI w/Cover	Replace with GFCI.	
4.2	Floor	Remove vinyl, repair floor at toilet, and tile to match hall floor.	
4.3	Semi-gloss Paint	Patch, prep, and paint.	
4.4	Toilet/Seat/Supply	Replace all with new.	
4.5	Shower	Remove tile and pan in shower. Replace pan and tile wall to 6 ft.	
4.6	Diverter Valves	Replace both shower and tub valves w/new.	
4.7	Bath Accessories	Replace all with new.	
4.8	Exhaust fan/Switches	Install new.	
4.9	Tub alcove ceramic tile	Tile wall around tub to 4 ft.	
4.10	Other		

Initials: _____ & _____

5. BEDROOM #1			
Item #	Description	WORK SPECIFICATION	NOTES
5.0	Switch w/cover	Replace	
5.1	Receptacles / Covers	Replace all	
5.2	Ceiling	Repair cracks.	
5.3	Wall	Repair cracks.	
5.4	Floor	Remove carpet and replace carpet (homeowners color choice).	
5.5	Paint	Patch, prep, and paint.	
5.6	Other		

6. BEDROOM #2			
Item #	Description	WORK SPECIFICATION	NOTES
6.0	Switch w/cover	Replace	
6.1	Receptacles / Covers	Replace all.	
6.2	Ceiling	Repair cracks.	
6.3	Wall	Repair cracks	
6.4	Floor	Remove carpet and replace carpet (homeowners color choice).	
6.5	Paint	Patch, prep, and paint.	
6.6	Other		

Initials: _____ & _____

7. UTILITY ROOM			
Item #	Description	WORK SPECIFICATION	NOTES
7.0	Receptacles/Cover Plates	Replace with GFCI w/cover	
7.1	Window	See living room.	
7.2	Wall	See living room.	
7.3	Paint	Patch, prep, and paint.	
7.4	Other		

8. HEATING, PLUMBING, ELECTRICAL, AND INSULATION			
Item #	Description	WORK SPECIFICATION	NOTES
8.0	HVAC Equipment	Install new with minimum 13 seer w/AH in attic.	
8.1	Insulation	Install to currant R-factor code.	
8.2	Smoke Detector (AC/DC)	Install new in bedrooms and common area (living room).	
8.3	Breaker panel	Upgrade electrical panel if needed.	

Initials: _____ & _____

9. BUILDING EXTERIOR/TERMITE			
Item #	Description	WORK SPECIFICATION	NOTES
9.0	Window Frames/Trim	See lead report.	
9.1	Exterior Paint	Paint wood that was replaced around windows.	
9.2	Front door	See lead report.	
9.3	Gutters	Add to rear of home and to the north side of home.	
9.4	Exterior Lights	Replace motion light at rear of home.	
9.5	Fence	Remove wood fence and posts south side. Replace with new PT stockade and posts.	
9.6	Other		
9.7	WDO Report	Provide WDO report (\$100 max.)	
9.8	WDO Treatment	Treat for WDO as needed (live infestation only)	

DEPOSITS, FEES, SEAL, ETC.			
Item #	Description	WORK SPECIFICATION	NOTES
10.0	Hauling	As needed	
10.1	Permits	As needed	
10.2	Other		

Initials: _____ & _____

NOTE TO CONTRACTOR: ALL WORK MUST MEET, OR EXCEED, CURRENT BUILDING CODE AND W.I.N. PROGRAM STANDARDS. IT IS YOUR RESPONSIBILITY TO ENSURE THAT BID INCLUDES ANY AND ALL APPLICABLE STANDARDS.

NOTE: ALL REPLACED WINDOWS, DOORS AND ALL SHUTTERS MUST BE IMPACT RATED, TAS 201/202/203 OR EQUIVALENT. IT IS THE CONTRACTOR'S RESPONSIBILITY TO PROVIDE ALL DOCUMENTATION VERIFYING IMPACT RATINGS.

NOTE: REPLACEMENT WINDOWS MUST BE VINYL, INSULATED WINDOWS. ALUMINUM WINDOWS WILL NOT BE ACCEPTED.

Contractor

Name _____ Title _____

Signature _____ Date _____

Homeowner

Accepted by _____ Date _____

Accepted by _____ Date _____

Part C

**Instructions to Bidders
for WIN Construction Projects**

Instructions to Bidders for WIN Construction Projects

General Information

1. The construction work called for within this bid package involves work on an owner occupied, single family residence. Firms submitting bids on this project ("Bidders") are cautioned to carefully follow the instructions of this section so as to help ensure that their bids are responsive to the requirements as presented herein.

Completeness of Bid Package

2. The physical makeup and content of the Bid Documents are designed to be complete for the preparation and submittal of Bids. However, the Bidder shall verify to its own satisfaction that all material issued him including Addenda, is complete. Should the Bidder discover that a page, sheet, or other item is missing, he shall so notify the City and the missing item(s) will be forwarded to the Bidder. After bids have been submitted, no claims of ignorance of the requirements of bidding or of construction, due to such missing material, including Addenda, will be recognized.

Bidder's Responsibility to the Project

3. The submission of a Bid will constitute an incontrovertible representation by the Bidder that he has or will comply with all provisions of the Bid Documents, and that the Bid Documents are sufficient in scope and detail to indicate and convey understanding of all terms and conditions for the performance of the Work, and that the Bidder has thoroughly reviewed the Plans and Specifications and has included all required labor and material in his bid.

Conflicts in the Documents

4. Should any particular requirement in the Plans and/or Specifications for the Project appear to a Bidder to be in disagreement with other requirements in the Bid Documents, or if a Bidder is unsure of the intent or meaning of any particular requirement of the Bid Documents, the Bidder shall immediately notify the City. If such notifications are received by the City seven (7) days prior to the Bid Opening, the City will, if deemed by the City to be warranted, issue a written clarification or an Addendum to all parties recorded by the City as having received the Bid Documents.

Agreement Completion Time

5. The City of St. Petersburg will require that work under this Agreement be completed within the time limit stipulated in the Agreement, and Bidders must give consideration to this requirement when submitting Bids. If a Bidder is of the opinion that more time should be allowed for accomplishing the Work, a request for such extra time may be made in writing to the City's Procurement Department. For consideration, said request must be in possession of the City's Procurement Department not later than seven (7) days prior to the date of Bid opening. If the Procurement Director deems it to be in the best interest of the City to revise the time requirement, an Addendum will be issued and furnished to all prospective Bidders.

Delivery of Bids

6. Each Bid shall be submitted in a sealed envelope with the Submission Label provided herewith affixed on the outermost surface as required in the "Invitation for Bids". Bids will be addressed to and received at the Office of the Procurement Director, City of St. Petersburg until the time and date specified in the Invitation for Bids. Bids received after the time and date specified will not be considered.

Bid Forms

7. Bids shall be made upon the forms supplied by the office of the Procurement Director, City of St. Petersburg, Florida. Each Bidder must state in their Bid the price for which they will perform the Work as required by the Plans and/or Specifications.

Signatures on Bids

8. Each Bidder shall sign their Bid with a full name and address at all locations as indicated. In cases where a firm or corporation submits a Bid, the Bid shall be signed with the full name of the officer or officers authorized by its by-laws.

Bases of Bid Prices

9. The Plans and these Specifications, together with any modifications of either or both, which are furnished to prospective Bidders during the advertising period, shall become the basis of the Agreement.

10. Unless otherwise provided in the Bid Documents, the Successful Bidder shall provide and pay for all labor, materials, equipment, tools, construction equipment and machinery, water, heat, utilities, transportation, and other facilities and services necessary for the proper execution and completion of the Work, whether temporary or permanent and whether or not incorporated or to be incorporated in the Work including the costs incurred by the Bidder in complying with all the provisions and requirements of these Bid Documents.

11. Each unit price will be deemed to include an amount considered by the Bidder to be adequate to cover the Bidder's overhead and profit for each separately identified item.

Bid Preparation

12. Bids shall be legibly written in ink or typed. All applicable pages of the Bid shall be completed.

13. All prices for lump sum or unit price work shall be given in numerals. For unit price items, Bidders shall fill in the unit price bid for each item, and shall also make an extension based on the estimated quantities. Bid prices shall be entered on the Bid for all items, unless directed otherwise on the Bid.

14. Failure to complete the bid price of the Bid will render the Bid non-responsive.

Addenda

15. If, in the judgment of the Procurement Director, an Addendum is required to modify, add to, or delete from the contents of the Plans and/or Specifications, a copy of such will be properly distributed to only those contractors attending the pre-bid conference. All Addenda shall become part of the Bid Documents. No other interpretations or clarifications issued prior to the Bid Opening shall have legal effect.

16. Acknowledgment of receipt of all Addenda shall be noted on the Contractor's Bid Form included in Part A and Acknowledgement of Addenda forms included with each Addendum.

17. The sole obligation of the Procurement Director with respect to distribution of Addenda is to ensure that a notice of each Addendum is sent to all contractors attending the pre-bid conference. Each Bidder shall bear the responsibility to satisfy themselves prior to submitting the Bid, and that the Bid is responsive to all Addenda issued. Failure to receive or acknowledge any Addenda shall not release the Bidder from all obligations contained in such Addendum.

Bid for Alternates

18. To be responsive, all Bids shall include Bids for all Alternates. Unless otherwise specified, any Bid which does not include the Base Bid plus each and every Alternate may be rejected as being non-responsive.

19. Alternate Bids provide for additional work (under Additive Alternates) or less work (under Deductive Alternates) than included in the Base Bid. Bidders shall complete and submit costs for every item of each Alternate unless otherwise specified. The City and Homeowner may select any combination or reject any or all Alternate Bids as best serves the interest of the City and Homeowner.

Period Bid Remains in Effect

20. Bids for the Work covered by this Agreement may be held by the City for a period of ninety (90) days after Bid Submittal Deadline. The Bids shall continue in full effect and not be subject to withdrawal during that period until an Agreement has been executed with the Successful Bidder. If no Agreement has been executed within the ninety (90) day period, any Bid may be withdrawn or nullified by the Bidder. Bids may be deemed to be confirmed and extended in time for as long as permitted by the Bidder thereof.

Familiarity with Site Conditions

21. At the pre-bid, it shall be the responsibility of the Bidder to examine the site of the proposed work. Before submitting a Bid, Bidders shall inform themselves fully of the conditions relating to the cost of construction materials and labor under which the Work will be prosecuted, and shall make whatever site investigations or site tests they deem necessary. Should this Bid be accepted, Bidder will be responsible for any and all errors in its Bid resulting from its failure to do so.

Extent and Locations of Subsurface Conditions

22. Bidders are expected to examine the Plans and/or Specifications, the location of the Work upon the ground, and consult various utility companies if deemed necessary, in order to judge

for themselves the potential circumstances affecting the cost of the Work or the time required for its completion.

Bid Opening

23. Bids received prior to the Submittal Deadline will be securely kept unopened until the specified time, at which time all Bids will be publicly opened and read aloud. The City cannot be held responsible for the premature opening of any Bid not properly marked as required in the Invitation for Bids.

Correction of Mathematical Errors

24. Where there is conflict between the unit bid price and the extension thereof made by the Bidder, the Procurement Director is authorized to use his discretion in determining whether the unit prices or the extended amounts were intended and to make the corrections in the Bid as necessary and to use such corrections in comparing Bids. Any such determination of the Procurement Director is final.

Acceptance or Rejection of the Bids

25. The City of St. Petersburg reserves the right to accept or reject any or all Bids on behalf of Homeowner. Any Bid which is incomplete, conditional, obscure, or contains irregularities of any kind, may, at the City's discretion be considered irregular and may be cause for rejection of the Bid. Acceptance of the Bid will not constitute acceptance or approval of equipment and/or materials, and their acceptance for use in the Project will be based upon Shop Drawings and other submittals. Failure to meet these requirements will render the Bid non-responsive.

Qualification of Bidders

26. A Bidder may be required, before the award of any Agreement, to show to the complete satisfaction of the City and/or Homeowner that they have the necessary facilities, equipment, ability, experience, financial resources and special qualifications to perform the Work in a satisfactory manner within the time specified. No Agreement will be awarded except to qualified responsible Bidders capable of performing the class of work contemplated. Bidders shall possess a City, County or State approved certification to perform the Work required by these documents. The Bidder and its Subcontractors may be requested to submit evidence of certification prior to bid award or during the period of the Agreement.

Disqualification of Bidders

27. Each Bidder, by submitting its Bid, states that neither it nor its agents, nor any other party for him, has paid or agreed to pay, directly or indirectly, to the Homeowner or any person, firm, corporation, or employee of the City, any money or valuable consideration for assistance in procuring or attempting to procure the Agreement herein referred to, and further agrees that no such money or reward will be hereafter paid.

28. A Bid will be rejected if: the Bidder's references do not confirm that the Bidder can perform the Work required; the Bidder does not have adequate resources; or the Bidder does not possess the required experience.

Any or all Bids will be rejected if there is any reason for believing that collusion exists among the

Bidders, and participants in such collusion will not be considered in future Bids for the City.

Mistakes in Bids

29. Bids may be modified or withdrawn by written notice prior to the time and date set for bid opening. Correction or withdrawal of bids after bid opening because of an inadvertent non-judgmental mistake in the bid requires careful consideration to protect the integrity of the competitive bidding system, and to assure fairness. If the mistake is attributable to an error in judgment, the bid may not be corrected. Bid corrections or withdrawals by reason of a non-judgmental mistake are permissible but only to the extent they are not contrary to the interest of the Homeowner, City or the fair treatment of other bidders.

Right to Waive Informalities

30. The City reserves the right to waive any and all informalities or irregularities, or to clarify Agreement terms with the qualified Bidder selected, and to disregard all nonconforming, non-responsive, or conditional Bids, if such a waiver is in the best interest of the Homeowner or City.

Award

31. An award will be made to the qualified Bidder selected by the Homeowner. The criteria to determine the qualified Bidder shall include:

- a. Price,
- b. Compliance with specifications,
- c. Financial ability to perform,
- d. Promptness - whether the project can be performed within the required time,
- e. Performance of previous satisfactory work, including the fulfillment of warranties,
- f. Availability of the necessary facilities and equipment to perform the work.

Prior Approval of Subcontractors

32. No part of the Agreement shall be sublet without the approval of the City and Homeowner. If the Successful Bidder should sublet any part of this Agreement, the Bidder shall be as fully responsible to the Homeowner for acts and omissions of its Subcontractor and of the persons either directly or indirectly employed by its Subcontractor, as Bidder is for the acts and omissions of persons directly employed by it.

33. The term "own work force" shall be construed to include only workmen employed and paid directly by the Bidder and equipment owned or rented by the Bidder with or without operators. Such term does not include employees or equipment of a Subcontractor, assignee, or agent of the Bidder. An assignment of Agreement work is considered synonymous with a subcontract to perform work.

34. All Subcontractors shall be responsible for performing in accordance with the Bid and shall be licensed or certified by the City, County, or to perform the Work assigned.

Data Collection

35. Pursuant to Florida Statute 119.071 Social Security Numbers collected from bidders are used for identification, verification and tax reporting purposes.

Public Records Requirements and Trade Secret Exemption

36. All bids submitted to the City are subject to public disclosure pursuant to Chapter 119, Florida Statutes. Statutory exemptions for “trade secrets” may be available.

37. If your bid contains information that constitutes a “trade secret,” all material that qualifies for exemption from Chapter 119 must be submitted in a separate envelope, clearly identified as “TRADE SECRETS EXEMPTION,” with your firm’s name and the bid number marked on the outside. The City will not accept bids when the entire bid is labeled as a trade secret or confidential.

38. All bids submitted to the City become public records subject to the requirements of Chapter 119, Florida Statutes, and may not be returned to the bidder.

39. “Trade secret” means the whole or any portion or phase of any formula, pattern, device, combination of devices, or compilation of information which is for use, or is used, in the operation of a business and which provides the business an advantage, or an opportunity to obtain an advantage, over those who do not know or use it. “Trade secret” includes scientific, technical, or commercial information, including any design, process, procedure, list of suppliers, list of customers, business code, or improvement thereof. Irrespective of novelty, invention, patentability, the state of prior art, and the level of skill in the business, art, or field to which the subject matter pertains, a trade secret is considered to be:

- a. Secret;
- b. Of value;
- c. For use or in use by the business; and
- d. Of advantage to the business, or providing an opportunity to obtain an advantage, over those who do not know or use it when the owner therefore takes measures to prevent it from becoming available to persons other than those selected by the owner to have address thereto for limited purposes.

Be aware that the designation of an item as a trade secret by you may be challenged in court by any person or entity. By your designation of material in your bid as a “trade secret” you agree to defend the City of St. Petersburg (and its employees, agents and elected and appointed officials) against all claims and actions (whether or not a lawsuit is commenced) related to your designation of material as a “trade secret” and to hold harmless the City of St. Petersburg (and its employees, agents and elected and appointed officials) for any award to a plaintiff for damages, costs and attorneys’ fees, and for costs and attorneys’ fees incurred by the City by reason of any claim or action related to your designation of material as a “trade secret.”

Public Entity Crimes

40. A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid on a Agreement to provide any goods or services to a public entity, may not submit a bid on a Agreement with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a Bidder, supplier, subcontractor, or consultant under an Agreement with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list.

Vendor Registration

41. Prior to award of an agreement resulting from this solicitation, successful bidder shall be registered with the Florida Division of Corporations <http://sunbiz.org/> to do business in the state of Florida and as a vendor with the City of St. Petersburg. Bidder must register online with the City of St. Petersburg on the City's website at <http://www.stpete.org/purchase/index.asp>.

Disputes and Complaints

42. All complaints or grievances should be first submitted orally or in writing to the Director of Procurement and Supply Management, who will take prompt remedial action. The Director of Procurement and Supply Management shall investigate the validity of the complaint and present the findings in writing to the Bidder. If the Bidder is dissatisfied with the Director of Procurement and Supply Management's remedies, the Bidder may then make an appeal to the Mayor, or designee.

Part D

**W.I.N. Program
Rehabilitation Assistance Program (RAP)
Bidding Policies**

City of St. Petersburg Housing and Community Development

W.I.N. Program

Rehabilitation Assistance Program (RAP) Bidding Policies

Failure to follow these instructions could result in your bid being disqualified.

1. Pre-Bid meetings will be announced by email to contractors registered with the City of St. Petersburg Housing and Community Development W.I.N. Program and Supplier Database.
2. Attendance at Pre-Bid meetings is MANDATORY for any contractor who submits a bid.
3. Failure to sign the attendance sheet and be present at the SCHEDULED DATE AND TIME of the mandatory Pre-Bid will result in your firm being deemed disqualified. Any bids submitted by building contractors or authorized representatives, who did not attend the Open House, shall be deemed “non-responsive” and will be disqualified for that bid.
4. This Pre-Bid is the ONLY AUTHORIZED DATE AND TIME for bidders to visit the home prior to the bid opening date. Only business cards may be provided to the homeowner. No flyers, brochures, references, or promotional material are to be given to the homeowner. ANY contact with the homeowner(s) and or actual unauthorized site visits by bidders before or after the scheduled Pre-Bid (up to the awarding of the bid) shall result in your bid being deemed disqualified.
5. Contractors will receive notice by email that a bid has been posted on the City of St. Petersburg Procurement Department website <http://www.stpete.org/purchase/>. The Bidder is expected to carefully examine the entire posted bid package, including but not limited to all provisions, terms and conditions of WIN Program Guidelines. Technical questions regarding this bid should be referred to the Procurement Analyst assigned to the project.
6. Bids are to be sealed and submitted to the City of St. Petersburg Procurement and Supply Management Department ONLY. Bids are not to be submitted to or discussed with the Homeowner.
7. Submit the original bid and any other requested forms or documents furnished by the City in the bid package. Documents must be executed by an original signature of an authorized representative of the contractor.
8. The Procurement and Supply Management Department will open all timely submitted bids and review them for completeness, accuracy and adherence to program guidelines. Any bid not received by the date and time specified will result in the contractor being non-responsive.

9. Any bid exceeding the program maximums will be disqualified
10. A QUALIFIED BID may not exceed (plus or minus) 10% of the estimated cost of project.
11. In the event no bid falls between the 10% range of the estimate, the estimate and bids will be reviewed for accuracy by the Rehabilitation Officer. Any errors discovered in the estimate will be corrected and the range will be adjusted. If no bids fall within the adjusted range the project will rebid.
12. ONLY the qualified bids will be presented to the Homeowner for consideration. The Homeowner will have the final decision on which contractor he or she wishes to choose.
13. Once the HOMEOWNER chooses the contractor, the Rehabilitation Officer will notify the contractor by email of their being selected. A pre construction meeting with the Rehabilitation Officer, Homeowner and contractor will be scheduled to review any questions pertaining to the bid.
14. Bid tabulations (results) will NOT be discussed or disclosed over the telephone. Once the bid opening is completed, a bid tabulation will be posted on the Procurement and Supply Management website.
15. A closing will be scheduled promptly with the Homeowner. Three business days following the closing with the homeowner, the Rehabilitation Officer will schedule a closing with the contractor. At that time the contractor may proceed with the project.

Part E

**General Conditions and
Minimum Quality Standards**

Housing and Community Development

W. I. N.

(Working to Improve our Neighborhoods)

HOUSING PROGRAMS

General Conditions

and

Minimum Quality Standards

City of St. Petersburg
Housing and Community Development (H&CD)
W.I.N Programs
(Working to Improve our Neighborhoods)

General Conditions

The general conditions establish requirements, policies and procedures that apply to all contractors who participate in the W.I.N. programs that are administered by the H&CD department. These include but are not limited to the following:

Action Loan Program (Action)
Home Buyer Assistance
Investor Sales Program
Police in Neighborhoods (PIN)

Emergency Repair Program
Barrier Free Program
Lead Paint Abatement Program
Rehabilitation Assistance Program

Each program addresses different property improvement needs and has different eligibility requirements.

Contractors Selection - In all programs, the property owner selects the contractor and proposal. The selection, however, is limited by the following:

- 1) The contractor must be properly licensed, and be able to obtain permits in the City of St. Petersburg.
- 2) All bids will be evaluated by the H&CD department to reflect valid industry costs.
- 3) The contractor must be in good standing with the City's programs, as follows:
 - (a) New contractors will be limited to performing no more than two rehabilitation jobs concurrently until a favorable performance record is established.
 - (b) Any contractor who has exceeded the deadline for completion of a project may not be considered for additional contracts until all projects are current or completed.
 - (c) Any contractor who has exhibited poor workmanship or neglect of warranty work, may not be considered for additional projects.
 - (e) Contractor must provide Bid Qualification Questionnaire with each bid.

Registration - All contractors must (prior to executing a rehabilitation contract funded through H&CD) register with the City of St. Petersburg Purchasing and Supply Management Department.

Utilities - The homeowner shall make application with the appropriate utility and pay all deposits, fees and charges necessary for permanent utilities. Temporary utilities shall be arranged for and paid by the contractor as needed. All receipts for said services will be provided to H&CD by the contractor.

The contractor shall be responsible for locating all underground utilities prior to any underground work.

Energy Rebates and Allowance - Any and all rebates or allowances that are acquired as a result of property improvements funded by H&CD programs, must be paid to H&CD and shall be credited to the homeowners loan.

Minimum Standards / Quality / Quantity - H&CD has adopted Minimum Quality Standards (Exhibit B) that prescribes the quality of materials and equipment that must be met or exceeded for any rehabilitation proposal. These standards will be updated periodically. **The contractor is responsible to keep up with current W.I.N. Standards.** In the Minimum Quality Standards, all materials, equipment and products described must be installed per codes, and in accordance with manufacturers' specifications and recommendations. Upon request by the homeowner or H&CD, contractors may be required to provide product data sheets in order to document that product(s) meets or exceed the Minimum Quality Standards. WIN Standards may be downloaded from the internet at <http://www.stpete.org/housing/index.htm>

New Materials / Equipment - The use of previously installed, used, or perceptibly old materials and equipment is **not permitted**.

Code Compliance - It is the contractor's responsibility to ensure that all codes are met or exceeded in the work specified in the proposal. The contractor must also ensure that any completed repair, replacement and / or installation performed also meets code.

Line Item Specifications - Line items and prices in the proposal should be numbered and arranged by the contractor to facilitate partial payment requests on contracts of \$5,000.00 or more. All line items and specifications are subject to revision by H&CD.

Pricing - Contractors proposals shall describe work by line item specifications.

Time for Performance- The contractor must include in their proposal, all details as to the time required to perform and whether the occupants will be required to relocate out of the house, either due to the extensive work or for termite treatment. **No bids will be accepted after the date due.**

Bid Delivery – Please refer to the current bid policies (sealed bid policy does not apply for stand alone emergency repairs). Contractors are **not** to give bids to homeowner. All bids are to be delivered to Housing and Community Development Department (WIN Program). **Bid deadlines are as follows or as noted on bid cover page:**

Rehabilitation Assistance Program (RAP)	15 Working Days
Barrier Free	15 Working Days
Emergency Repair	5 Working Days

Omissions / Ambiguity - Should any proposal omit any description of quantity or quality, including manufacturer's brands or models, the City's interpretation of quantity, quality, or any other ambiguity in the proposal shall prevail. **NOTE: Call the R.O. for any clarifications.**

General Terms and Conditions - The general terms and conditions for performance are detailed in the Contract for Rehabilitation Work. A sample contract has been provided as **Exhibit D**; however, each program requires a different contract. **Contractors are cautioned to review the particular scope of work for each program / project.**

Draw Schedules

Prior to release of funds:

- 1.) Contractor must submit a completed **Draw Request Form** signed by the owner and contractor;
- 2.) Contractor and/or subcontractors must submit a partial or final release of lien and certifications (as appropriate);
- 3.) Contractor must obtain building and specialty trade inspections;
- 4.) When computing partial draws for line items, the following policies will apply:
Plumbing - 50% rough-in may be paid provided a specialty rough-in inspection has been approved;
Electric - 50% rough-in may be paid provided a specialty rough-in inspection has been approved;
Mechanical-50% may be paid provided a specialty rough-in inspection has been approved but only if the complete system is in place (except the final "fuel" hook-up);
- 5.) The R.O. must inspect and approve the work for which payment is requested;
- 7.) Contracts \$5,000.00 or less will be paid in full only at completion of contract.
- 8.) Contracts are considered complete when all inspections are approved, punch lists are completed and required documents as described above have been submitted.
In addition to lien releases, H&CD will require the contractor to submit **photocopies (to H&CD)** of the following in order to process the related draw:
 - 1) Certificate of guarantee for pest extermination and Wood Destroying Organism (W.D.O.) report.
 - 2) Insulation certificate or letter from general contractor certifying the R-value.
 - 3) Roofing warranty, labor materials.

The contractor is required to deliver to the **owner** the following **original documents**:

- 1) Certificate of guarantee for pest extermination and Wood Destroying Organism (W.D.O.) report.
- 2) Insulation certificate (usually posted in attic) or letter from general contractor certifying the R-value.
- 3) HVAC manuals and manufacturer's warranty.
- 4) Water heater manual and manufacturer's warranty.
- 5) Any and all additional product manuals and warranties.
- 6) Roofing warranties, labor and materials.

Materials Selection - Prior to commencement of work, contractors are responsible for obtaining a materials selection sheet signed for by the property owner. Contractors are required to offer a reasonable variety of colors, styles, models, etc. Selection options must be provided to the owner for paint, floor covering, wall paneling, textures, doors, hardware, lighting, fixtures, molding, cabinets, vanities, and other items, as deemed appropriate for each project by H&CD. The owner may have preferences for location of cabinets, appliances, electric panels or fixtures, etc., which must be honored, provided the installation meets the scope of work.

SPECIAL NOTE: Within 10 days after contract signing, the contractor must submit to the owner and WIN Program, a list of subcontractors and material suppliers (Fl. Stat. 713.165).

Inspections - All permit inspections will be governed by the City of St. Petersburg's Building Department. Draw inspections must be scheduled with the project R.O. during normal business hours. When requesting a draw inspection, the contractor must submit all required paperwork at least 24 hours in advance. Non-compliance may result in the inspection being canceled.

Any damage such as, but not limited to, truck tire ruts, broken / torn greenery, cracked sidewalks & concrete, etc., will be repaired / replaced by the contractor at no additional charge to the customer. (Prior damage should be recorded and reported to the R.O. by the contractor)

All contractor information and forms may be downloaded from the internet at <http://www.stpete.org/housing/index.htm>

Rehabilitation Officers

Chrissy Crowley..... Office 893-7587 / Cell 214-8432
Kevin Cauler..... Office 892-5523 / Cell 219-3798

MAIN TELEPHONE NUMBER.....893-7247
FAX.....893-4100

Housing and Community Development

Minimum Quality Standards

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SECTION A - ROOFING

- 1) Trim all greenery away from roof structure a minimum of four (4') feet.
- 2) Remove existing roofing and roofing components to bare wood. Removal and replacement of up to 160 s.f. of decking (any type). MUST be included in roofing proposal. **NOTE:** Any wood replacement over 160 s.f. of any type MUST be verified by change order, R.O. and a material receipt. Any new wood which is exposed MUST be primed and painted.
- 3) Materials requirement:
 - a) Install new dry-in materials, secondary water barrier, fasteners, lead boots, pitch buckets, metal valley and flashing.
 - b) Install new drip edge which must be a minimum of 2 ½" face and 3" back onto roof.
 - c) Install 1" x 2" edging with pressure treated wood or redwood under drip edge. (exception: not required when using Aluminum, Vinyl or vinyl coated aluminum soffit and fascia).
 - d) When installing new Aluminum, Vinyl or vinyl coated aluminum soffit or fascia, the drip edge or gravel stop MUST match.
 - e) Install ridge vent where possible. No mechanized venting systems allowed.

4) ROOF SYSTEMS, comply with current Florida Building Code and WIN Program Minimum Requirements:

Class A Dimensional tab, self sealing, fungus resistant, fiberglass core shingle, UL listed, ASTM D 225 or ASTM D 3462.
Labor Warranty (minimum) - 5 years; material - 30 years.

Class A Hot mop fiberglass, 3-ply roofing material.
Labor Warranty (minimum) - 5 years; material - 5 years.

Class A Hot mop tar and gravel, 5-ply built up roof.
Labor Warranty (minimum) - 5 years; material - 5 years.

Modified Hot mop SBS or torch applied APP, smooth or granular Bitumen surface.
Labor Warranty (minimum) - 5 years; material 10 years.

SPECIAL NOTE: Any roof specified to meet Blue Print for Safety must meet all current FBC requirements as well as all Blue Print for Safety Standards.

SECTION B - GUTTERS / DOWNSPOUTS / SPLASH BLOCKS If specified, a complete system includes gutters, hangers, down spouts, straps, elbows, splash blocks, etc. Contractor must specify material to be installed.

SECTION C - VENTILATION

1. Foundation: Vents - use 8" x 16" aluminum units or pressure treated wood frame with 1/4" x 1/4" hardware cloth and attach with screws.
2. Access Panels: Use pressure treated wood frame, latched, with 1/4" x 1/4" hardware cloth.

3. Soffit Vents Use a minimum 18 x 16 aluminum or fiberglass mesh.

SECTION D - SIDING

<u>Aluminum</u>	Provide 30 year warranty
<u>Vinyl</u>	Provide 50 year warranty
<u>Stucco</u>	Use ½" substrate, vapor barrier and 3.4 galvanized metal lath with scratch and finish coats.
<u>Wood-lap Novelty</u>	Install over vapor barrier with galvanized nails. Seal per manufacturer's requirements.
<u>Composition Tile</u>	Install over vapor barrier with galvanized nails. Seal per manufacturer's requirements. Follow manufacturer's recommendations for cutting, scoring, etc.
<u>Composite Siding</u>	Install over vapor barrier with galvanized nails. Seal per manufacturer's requirements. Follow manufacturer's recommendations for cutting, scoring, etc.

Note: Install new head flashing at all window / door openings.

SECTION E - AWNINGS If specified, awning installation will include all hooks, hangers, supports, etc., to ensure a solid and stable product.

SECTION F - NUMBERS AND MAILBOXES 4" pre-formed metal, wood, or vinyl numbers are to be installed on the front, and if alley access, the rear of the home. Numbers colors must be in contrast to structure. (self-stick numbers are not allowed.) Mailboxes must be U.S.P.S. approved.

SECTION G - COLUMNS/HAND RAILS/ GUARD RAILS Completed installation shall be solid and firm with no movement in any direction.

SECTION H - WINDOWS AND SCREENS

1) Window Installation: Vinyl / Aluminum

- Use single-hung, single strength glass, positive locking devices, sealed per manufacturer's requirements.
- Screens shall be included with all windows. Repair of existing screens shall use fiberglass 18 x 16 mesh.
- Exterior sills shall be installed using pressure treated lumber.
- Interior sills shall be marble.
- Bathroom windows shall be installed with tempered and obscure glass.
- Burglar bars are prohibited.
- Windows shall be clean and free of lables, caulking, glue, etc.

2) Window Repair: Repair as necessary to ensure proper operation including, easy sash movement and locking.

3) Screening: Use fiberglass 18 x 16 fiberglass mesh.

4) Storm Shutters: Corrugated Steel / Aluminum

- Storm Shutter System hereinafter "System" shall consist of the following:
 - Corrugated panels (steel 24 gauge / Aluminum .050")
- System must be installed with new windows. Storm shutter system **must have FBC product code approval number (plywood is not permitted unless authorized by City Staff). Contractor will provide H&CD with material spec sheet prior to work.**

8) When Impact Windows are specified, all windows **must have FBC product code approval number. No storm shutters are required when impact windows are utilized.**

SECTION I - DOORS AND HARDWARE

1. Exterior Entrance: Use Metal or Fiberglass pre-hung insulated door. All other exterior doors must be approved by R.O.. Use key-in knob lockset with single cylinder deadbolt. All exterior doors are to be keyed alike. Provide metal or wood weather-stripping with vinyl edging, bumper or compression threshold, (3) 4" butt hinges, and bumper. Out swing doors will require tamper proof hinges.
2. Screen Doors: Pre-hung aluminum metal with full width grille, bottom kicker, air closer and bug sweep.
3. Garage Door: Use one piece steel or sectional door (no windows) with all required hardware and full bug sweep. **Garage doors must have FBC Approval – meeting, or exceeding local wind load requirements. Contractor will provide H&CD with material spec sheet prior to commencement of work.**
4. Interior: Use birch or lauan, varnish grade, 1 3/8" (pre-hung as required), hollow core, slab; use louvered when specified. If bi-fold louvered is used, specify wood or metal in bid. Use privacy lockset on bath and bedroom entries; passage sets on all closets. Provide door stops and (2) 3 1/2" butt hinges.

SECTION J - INSULATION Install roll, baton (faced / unfaced), blown (spun fiberglass / rockwool), polystyrene, alfoil, etc. as appropriate; provide a copy of the certificate of insulation.

<u>Area</u>	<u>Install</u>
Block Walls	R-5 or better
Frame Walls	R-11 or better
Ceilings	R-19 (R-30 with A/C) or better
Floors (New Construction)	R-19 or better with wire mesh
Duct Work	R-6 or better

The most current energy code will govern the final R values.

Note: Party walls and ceilings shall have R-19 unfaced insulation installed.

SECTION K - ELECTRIC

- 1) All lighting fixtures must be U.L. listed with in-the-wall switches, wiring and boxes

2) All bath exhaust fans must be U.L. listed with in the wall switch and vented to the outside. If no outside venting is possible, use a charcoal filter type.

3) All smoke detectors must be U.L. listed, hard-wired, 120V - AC with 9V battery backup, unless specified by R.O. Note: All sleeping rooms and the common area smoke detectors are to be wired in series to sound simultaneously.

4) Exposed conduit or wire mold may be used **ONLY** if pre-approved in writing by H&CD and the owner.

SECTION L - PLUMBING

Water Heaters (Electric, Natural or Propane Gas): Shall be energy efficient with the most current ASHRAE standard low or high-boy model, foam insulation, five year warranty, quick recovery. Two bedroom one bath homes will require minimum 30 Gallon unit. All homes larger than two bedroom one bath will require minimum 40 gallon unit. Installation shall include all new items for proper operation, such as (but not limited to): circuit, wiring, flue, flashing, collars, thimbles, galvanized gas piping, supply piping, stops, pan, drain, drip leg, T & P valve and piping, etc.

Washer Hook-up: Shall include an in wall box if new construction and or newly constructed walls. All drains, traps, vents, hot and cold supplies, bibs, and a 110V single purpose outlet (within two feet of washer location).

Exterior faucets: Shall be brass faucets and main shutoff valve will be a brass single lever ball valve (pressure valve)

If water line is specified for refrigerator, use copper tubing only – no exceptions.

NOTE: Latex caulk is prohibited for the embedding of all / any plumbing fixtures.

SECTION M - BATHROOMS

Install +/- 4" x 4" x 1/4" standard size and grade ceramic tile, set in mastic with a non sanded grout finish. Bull nose and cove trim shall be installed as necessary. Any installation or repair of tile will include repair or replacement of substrate to ensure a solid and sound base for the particular situation. An opaque mold and mildew resistant caulk shall be applied to all tub, floor, wall or tile junctures. Clear caulking is NOT acceptable.

Note: A concrete composite board must be used in all wet areas

Ceramic bath fixtures must match tile and include:

- 2 - 24" Towel Bars
- 1 - Paper Holder
- 1 - Soap dish over tub (NO handle / grab bar)

Metal bath fixtures, such as chrome or antique brass, may be installed in utilized areas and will include:

- 2 - 24" Towel Bars
- 1 - Paper Holder
- 1 - Soap dish over tub (NO handle / grab bar)

Bathtubs: Shall be porcelain on steel with non-skid bottom, and include the drain and pop-up assembly, low flow shower head, brass bodied, washer less faucet assembly, supply lines, stops, etc.

Note: Fiberglass or cast iron may be used **ONLY** if pre-approved in writing by H&CD and the owner.

Vanity Tops: Shall be a one-piece water resistant composite material and shall include pop-up drain, brass bodied washer less faucet assembly, supply pipes, stops, etc. Caulk underside with opaque silicone caulk.

Toilets: Shall be vitreous china, seat, supply, stop, escutcheon, wax ring, etc. Unit to be installed plumb & level and properly secured.

Toilet Repair: Install code approved parts only.

One-Piece Fiberglass Shower Stall: Shall include brass bodied washer less faucet assembly, low flow shower head, supply pipes, stops, drain, trap, etc.

Medicine cabinet : Shall be recessed, 16" x 22" with mirror door and shelves or surface mount. Other styles must be pre-approved by owner and H&CD.

SECTION N - FLOOR UNDERLAYMENT AND COVERING

Vinyl Composite Tile

Underlayment shall be 1/4" (minimum size) B-C plywood; secured by gluing and screwing all areas.

Install 12" x 12" composition tile (self-stick NOT acceptable). Finish the installation by installing base and / or quarter round molding. Transitions must secure vinyl where it meets any other flooring. (Sheet vinyl must be approved by R.O.)

Ceramic Tile

Install standard grade, grouted, ceramic floor tile. Install bull nose, cove and marble thresholds as required. Installations over various substrates must meet specified standards of applicable adhesives. Installations over any existing flooring product must be approved by R.O.

Carpet

Install carpet with a minimum weight of 24 ounce and a pad with a minimum of four pound density and 3/8" thickness. Install commercial carpet by direct glue-down method

with a minimum 20 oz. weight carpet.

Hard Wood

Use of new hard wood, re-finishing of existing hard wood or wood laminate will be allowed as specified in scope of work.

SECTION O - HEAT / AIR CONDITIONING

General: Install new heating system (central, wall, space) as specified. All installations will include new components and / or upgrade of existing components to ensure proper operation and compliance with current codes. All HVAC installations must meet or exceed applicable Minimum Energy Standards.

No unvented gas heaters will be accepted.

2) Heat: Gas central furnace must have spark ignition and separate circuit. (AFUE:78%) Gas wall furnace must have spark ignition, separate circuit and, when specified, optional duct kit. (AFUE:73%) Electric central furnace must have separate circuit.

NOTE: Seal flues with 100% RTV Silicone.

3) Air conditioning / Heat Pump: If specified by H&CD, install all components for a complete operational system. (SEER, C.O.P and HSPF will follow current code requirements).

NOTE: Install compressor on concrete slab or approved pre-formed composite slabs, 8 inches above grade. Unit to be anchored to slab per applicable code.

SECTION P - SHEDS Sheds must meet all code and setback requirements. All drawings or specifications must be submitted to H&CD **prior** to installation for site built sheds (ie: not prefab.).

SECTION Q - FENCES Any new fence installation, must be replacing an existing damaged or deteriorated fence. Include a new survey (as specified). Wood or metal fencing will include all components to ensure a stable product.

SECTION R - KITCHENS

1) **Cabinets:** All exteriors of upper and lower kitchen cabinets, doors, drawer fronts and all edges shall be covered with vertical grade high pressure laminate, (Formica type). All interiors shall be vinyl covered. Shelves shall be adjustable. Doors shall have a minimum of two hinges each with knobs or cut-in finger pulls. Base cabinets are to be installed on top of a **solid wood base**.

NOTE: No particle board is to be in direct contact with the floor. There must be a minimum of 3/4 inch space between the two.

- 2) Kitchen Sink: Shall be double bowl, stainless steel, 20-gauge, with metal baskets and strainers, drain and trap, full sound undercoating (**bottom and sides**), brass bodied washer less faucet, supply lines, stops,
- 3) Counter tops and backsplash shall be counter top grade MICA on 3/4" B-C PLYWOOD. Seal sink cut out. Square type design must have a 4" cut curve backsplash and be embedded in opaque- silicone caulk; blind screw from beneath counter top and install a solid wood mica covered backsplash.
- 4) Curv-a-top- post formed Backsplash may be installed but must have end caps, be solid wood, mica covered and scribed close to fit to the wall with all seams opaque-silicone caulked to match. All leading edges and cutouts of all MICA tops must be sealed against water infiltration.

SECTION S - PEST EXTERMINATION

- a) Bid pest extermination as specified. All structures on site will be treated.
- b) Provide to H&CD, in behalf of the owner, a written Wood Destroying Organism Report (W.D.O.) by a licensed, bonded and insured pest control company prior to treatment
- c) Provide treatment per the W.D.O. report to rid the structure(s) of all live infestation. The treatment will carry a minimum (1) one year warranty.
- d) If **NO** live infestation is observed, no treatment will be performed .A written change order will be issued deleting the unnecessary termite treatment line item except for the cost of the report - Maximum charge: **\$75.00**.
- e) Any damage to the structure, interior or exterior, shall be the responsibility of the contractor at no additional charge to the owner.

SECTION T - PAINT / CAULKING

- 1) Paint formulation: Shall meet or exceed the minimum requirements as established by the paint and waterproofing industry.
- 2) Semi-Gloss: At minimum the following surfaces shall be finished with semi-gloss paint;
 - a) All exterior and interior trim, including doors, sills, etc.;
 - b) All kitchen walls and ceilings;
 - c) All bath walls and ceilings;
 - d) Ceilings and walls in any room within the home with a high moisture content.
- 3) A complete paint job will include but not be limited to:
 - a. Protection of ALL areas not to be painted

- b. All bare wood must be primed and or sealed.
- c. All surfaces must be prepared to ensure for proper bond per paint specifications.
- d. All foreign materials shall be removed and all holes patched to match
- e. All surfaces will be painted with two coats or more for full and even coverage.
- f. Will include but not be limited to walls, ceilings, jambs, trim, doors, sash, sills, floors, soffit, fascia, railings, columns, sheds, garages, porches, decorative trim
- g. All greenery must be trimmed away from all surfaces to be painted.
- h. Foundations will be painted 2" below grade then back filled (raked) once paint has dried.
- i. Caulking materials must be paint able with ASTM testing certification.
- j. A non-skid additive will be added to all exterior walkways.

Remove curtain rods and telephone jacks only with owner's written approval.

4) Other requirements: Paint shall be a nationally known brand with a 10 year durability guarantee. Paint is to be delivered to job site in unopened containers. No unapproved paint containers (new or used) will be allowed on the job site. If found, complete paint job rejection may result. The contractor shall leave at least one gallon of exterior paint and one quart interior paint for each color and sheen selected by the owner.

DOORS: All NEW doors are to be sealed and finished on all 6 (six) sides per manufacturer's recommendation. NOTE: A smooth finish is required and roughness will be rejected. Painting of EXISTING doors, if specified, must be approved in writing by owner.

SECTION U - DRYWALL / PLASTER / TEXTURES / PANELING

Drywall: All drywall installations and related work will include restoration of existing electrical receptacles, switches, telephone jacks, T.V. / cable, etc. to operable condition. Use type "X" Fire-rated, blue board, moisture resistant, concrete backer board, etc. installed per manufacturer's requirements. Repair of plaster/drywall and textures :Ensure solid bond and match all surrounding areas and textures.

Note: A concrete composite board will be used in all wet areas.

Part F

**Notice of Requirement For Affirmative Action
To Ensure Equal Employment Opportunity
And
Certifications (3)**

NOTICE OF REQUIREMENT FOR AFFIRMATIVE ACTION
TO ENSURE EQUAL EMPLOYMENT OPPORTUNITY
(Executive Order 11246)

1. The Offeror's or Bidder's attention is called to the "Equal Opportunity Clause" and the "Standard Federal Equal Employment Specification" 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:

Timetables	Goals for minority participation for each trade	Goals for female participation in each trade
	18%	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 geographical area located outside of the covered area, it shall apply the goals established for such geographical 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 41CFR 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 41CFR 60-4.3(a), and its efforts to meet the goals. The hours of 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 41CFR 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 of the subcontractor; estimated dollar amount of the subcontract; and the geographical area in which the subcontract is to be performed.
4. As used in this Notice, and in the contract resulting from this solicitation, the "covered area" is St. Petersburg, Florida.

EQUAL OPPORTUNITY CLAUSE
(Published at 41CFR 60-1.4(a))

The Contractor hereby agrees that he/she will abide by and will incorporate or cause to be incorporated into any contract or subcontract over \$10,000 for construction work, or modification thereof, as defined in the regulations of the Secretary of Labor at 41CFR Chapter 60, which is paid in whole or in part with funds under this contract, the following:

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; rate 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 non-discrimination 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 for employment 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 has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers; representatives of the contractor's commitments 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 of 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, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

(6) In the event of the Contractor's non-compliance with the non-discrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be cancelled, terminated, or suspended in whole or in part and the Contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1956, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

(7) The Contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (7) in every sub-contract 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 sub-contractor or vendor. The Contractor will take such action with respect to any sub-contract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for non-compliance: provided, however, that, in the event a Contractor becomes involved in, or is threatened with, litigation with a sub-contractor or vendor as a result of such direction by the administering agency, the Contractor may request the United States to enter into such litigation to protect the interests of the United States.

The Applicant further agrees that it will be bound by the above equal opportunity clause with respect to its own employment practices when it participates in federally assisted construction work: provided that, if the Applicant so participating is a State or local government, the above equal opportunity clause is not applicable to any agency, instrumentality, or subdivision of such government which does not participate in work on or under the contract.

The Applicant agrees that it will assist and cooperate actively with the administering agency and the Secretary of Labor in obtaining the compliance of Contractors and Sub-contractors with the equal opportunity clause and the rules, regulations, and relevant orders of the Secretary of Labor, that it will furnish the administering agency and the Secretary of Labor such information as they may require for the supervision of such compliance, and that it will otherwise assist the administering agency in the discharge of the agency's primary responsibility for securing compliance.

The Applicant further agrees that it will refrain from entering into any contract or contract modification subject to Executive Order 11256 of September 24, 1965, with a Contractor debarred from, or who has not demonstrated eligibility for, Government contracts and federally assisted construction contracts pursuant to the Executive Order and will carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed upon Contractors and Sub-contractors by the administering agency or the Secretary of Labor pursuant to Part II, Subpart D of the Executive Order. In addition, the Applicant agrees that, if it fails or refuses to comply with these undertakings, the administering agency may take any or all of the following actions: cancel, terminate, or suspend in whole or in part this grant (contract, loan, insurance, guarantee); refrain from extending any further assistance to the Applicant under the program with respect to which the failure or refund occurred until satisfactory assurance of future compliance has been received from such Applicant; and refer the case to the Department of Justice for appropriate legal proceedings.

STANDARD FEDERAL EQUAL EMPLOYMENT
OPPORTUNITY CONSTRUCTION CONTRACT
SPECIFICATIONS (Executive Order 11246)
APPLICABLE TO ALL CONSTRUCTION CONTRACTS
AND SUB-CONTRACTS OVER \$10,000

1. 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, Office 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 Sub-continent, 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 identification).

2. Whenever the Contractor, or any Sub-contractor at any tier, sub-contracts a portion of the work involving any construction trade, it shall physically include in each sub-contract 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 41CFR 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 Sub-contractor 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 Sub-contractors toward a goal in an approved Plan does not excuse any covered Contractor's or Sub-contractor's failure to take good faith efforts to achieve the Plan goals and timetables.

4. The Contractor shall implement the specific affirmative action standards provided in paragraphs 7a through p of these specifications. 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 construction work 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 geographical area where the work 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 either minorities or women shall excuse the Contractor's obligations under these specifications, Executive Order 11246, or the regulations promulgated pursuant thereto.

6. In Order for the non-working 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 maintain such a working environment, with specific attention 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 and female off-the-street applicant, and minority or female referral from a union, a recruitment source, or community organization and of what action was taken with respect to each such individual. If such individual was sent to the union hiring hall for referral and was not referred back to the Contractor by 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 woman 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 Department of Labor. The Contractor shall provide notice of these programs to the sources complied under 7b above;

f. Disseminate the Contractor's EEO policy by providing notice of the policy to unions and training programs and requesting their cooperation in assisting the Contractor in meeting its EEO 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 by posting the company EEO policy on bulletin boards accessible to all employees at each location where construction work is performed;

g. Review, at least annually, the company's EEO 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 on-site 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 EEO 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 EEO policy with other Contractors and Sub-contractors 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 students and to 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 41CFR 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 classifications, work assignments, and other personnel practices, do not have a discriminatory effect by continually monitoring all personnel and employment related activities to ensure that the EEO policy and the Contractor's obligations under these specifications are being carried out;

n. Ensure that all facilities and company activities are non-segregated except that separate or single-use 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 sub-contracts 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 EEP policies and affirmative action obligations.

8. Contractors are encouraged to participate in voluntary associations which assist in fulfilling one or more of their affirmative action obligations (7a through p). 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 7a through p of these Specifications provided that the Contractor actively participates in the group, makes every effort to assure that the group has 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 to comply, however, is the Contractor's and failure of such a group to fulfill an obligation shall not be a defense for the Contractor's non-compliance.

9. A single goal for minorities and a 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 non-minority. Consequently, the Contractor may be in violation of the Executive Order if a particular group is employed in a substantially disparate manner (for example, even though the

Contractor has achieved its goals for women 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 sub-contract with any person or firm debarred from Government contracts 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 sub-contracts 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 specifications and Executive Order 11246, as amended.

13. The Contractor, in fulfilling its obligations under these specifications, shall implement specific affirmative action steps, at least as extensive as those standards prescribed in paragraph 7 of these specifications, so as to achieve maximum results from its efforts to ensure equal employment opportunity. If the Contractor fails to comply with the requirements of the Executive Order, the implementing regulations, or these specifications, the Director shall proceed in accordance with 41CFR 60-4.8.

14. The Contractor shall designate a responsible official to monitor all employment related activity to ensure that the company EEO 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 when 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 locations at which the work was 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).



DEBARRED CONTRACTOR CERTIFICATION

Project: _____

Please complete the following, and return this form with your bid. If subcontractors have been identified, please have each subcontractor complete a form to be returned with your bid. If subcontractors have not been identified at the time of bid submission, a certification will be required from each subcontractor prior to that subcontractor starting work on the job.

Contractor: _____ FID or EIN Number: _____
License Number: _____ Trade: _____
Address: _____ Zip Code: _____

I, _____, as representative of _____,

certify that this firm has not and will not award a subcontract, in connection with any contract awarded to it as a result of this bid, to any firm that has been debarred for noncompliance with the Federal Labor Standards, Title VI of the Civil Rights Act, Executive Order 11246, as amended, or any other Federal law.

Name (typed) Title

Signature Date

Telephone Number () _____ Fax Number () _____



E.O. 11246 CERTIFICATION

Project: _____

This certification is required pursuant to Executive Order 11246 and regulations at 41 CFR Part 60-1.7(b). Each bidder or prospective prime contractor and any proposed subcontractor shall state as a part of the bid or negotiation of a contract whether it has participated in any previous contract or subcontract subject to the Equal Opportunity Clause; whether it has developed and has on file an affirmative action program pursuant to 41 CFR Part 60-2; and whether it has filed all reports due under the applicable filing requirements of E.O. 11246.

Please complete the following, **indicating your past participation by striking out the appropriate word(s) found in the brackets []**, and return this form with your bid. If subcontractors have been identified, please have each subcontractor complete a form to be returned with your bid. If subcontractors have not been identified at the time of bid submission, a certification will be required from each subcontractor prior to that subcontractor starting work on the job.

Contractor: _____ FID or EIN Number: _____

Address: _____ Zip Code: _____

I, _____, as representative of _____,

certify that this firm [**has/has not**] participated in a previous contract or subcontract which was subject to E.O. 11246. I further certify that this firm [**has/has not**] developed an affirmative action program pursuant to 41 CFR Part 60-2 and [**has/has not**] submitted all reports due under the applicable filing requirements of E.O. 11246.

Name (typed)

Title

Signature

Date



CERTIFICATION OF NONSEGREGATED FACILITIES

Project: _____

In order to comply with obligations under the Equal Opportunity Clause, a prime contractor and all subcontractors must insure that facilities provided for employees are provided in such a manner that segregation on the basis of race, color, religion or national origin can not result.

Please complete the following and return this form with your bid. If subcontractors have been identified, please have each subcontractor complete a form to be returned with your bid. If subcontractors have not been identified at the time of bid submission, a certification will be required from each subcontractor prior to that subcontractor starting work on the job.

=====

Contractor: _____ FID or EIN Number: _____

Address: _____ Zip Code: _____

I, _____, as representative of _____,

certify that this firm does not and will not provide or maintain any facilities for its employees at any of its establishments which are segregated by race, color, religion or national origin and does not and will not permit its employees to perform their services at any location, under its control, where segregated facilities are maintained. I agree that a breach of this certification will be a violation of the Equal Opportunity Clause of this contract. I agree as a representative of this firm that the term "segregated facilities," as used herein, means waiting rooms, work areas, restaurants and other eating areas, locker rooms and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing facilities provided for employees which are segregated by explicit directive or because of habit, local custom or otherwise. I further agree as a representative of this firm that this firm will obtain a Certification of Nonsegregated Facilities from all subcontractors working on this job prior to said subcontractors beginning work on the job.

Name (typed)

Title

Signature

Date