

Advertise Date: Monday, July 08, 2024

COMMUNITY ASSISTED AND SUPPORTED LIVING, Inc.
DIVISION OF PROCUREMENT MANAGEMENT

Invitation to Bid (B)
Construction

Solicitation No.: 3825-39BRD-2DUP 2024
Solicitation Name: Broadway Duplex CASL
Open Date/Time: Thursday, August 08, 2024 Time: 12:00 pm
Location: 2229 Unity Avenue, Suite 1, Ft. Myers, Fl. 33901
Procurement Contact: J. Scott Eller Title CEO/Procurement Analyst
Phone: (941) 928-1814 Email: scott.eller@caslinc.org

Requesting Dept. Administration

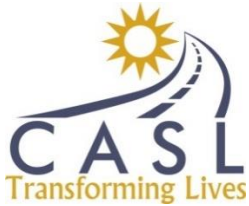
Pre-Bid Conference:
Type: NON-Mandatory
Date/Time: Friday, July 19, 2024/10:30 AM
Location: 2229 Unity Avenue, Fort Myers, Fl. 33901

All solicitation documents are available for download at: caslinc.org

FUNDED IN PART OR IN WHOLE BY:

**U. S. Department of Housing and Urban Development (HUD)
HOME Investment Partnership Program Funds and
HOME Investment Partnerships American Rescue Plan Program Funds
Awarded by Owner**

Vendors are required to comply in accordance with Federal Grant Requirements, 2 CFR part 200, terms, conditions, and specifications.



Advertise Date: Monday, July 08, 2024

Notice to Bidder

Invitation to Bid Construction

Community Assisted and Supported Living, herein referred to as OWNER, is requesting bids from qualified individuals/firms for

The construction of two duplexes located at 3825 and 3839 Broadway Avenue, Ft. Myers, Fl. Then and there to be publicly opened and read aloud for the purpose of selecting a vendor to furnish all necessary labor, services, materials, equipment, tools, consumables, transportation, skills and incidentals required for Community Assisted and Supported Living, in conformance with solicitation documents, which include technical specifications and/or a scope of work.

Those individuals/firms interested in being considered for this solicitation are instructed to submit, in accordance with specifications, their Bids, pertinent to this project prior to

12:00 PM/August 8, 2024

to the office of the 2229 Unity Avenue, Suite 1, Ft. Myers, Fl. 33901. The Invitation to Bid shall be received in a sealed envelope, prior to the time scheduled to receive Bid(s), and shall be clearly marked with the solicitation name, solicitation number, bidder name, and contact information as identified in these solicitation documents.

The Scope of Work/Specifications for this solicitation is available from caslinc.org at the bid solicitation tab. Bidders who obtain Scope of Work/Specifications from sources other than caslinc.org are cautioned that the solicitation package may be incomplete. The official bidders list, addendum(s) and information must be obtained from caslinc.org. It is the bidder's responsibility to check for posted information. OWNER may not accept incomplete Bids.

A Non-Mandatory Pre-Bid Conference has been scheduled for the following time and location:

10:30 AM July 19, 2024 at 2229 Unity Avenue, Suite 1, Ft. Myers, Fl. 33901

for the purpose of discussing the proposed project. Prospective bidders are encouraged to attend. All prospective bidders are encouraged to obtain and review plans, specifications, and scope of work for this bid before the pre-bid conference so that they may be prepared to discuss any question or concerns they have regarding this project. A site visit may follow the pre-bid conference. Questions regarding this solicitation are to be directed, in writing, to the individual listed below using the email address listed below or faxed to 941-366-0033 during normal working hours.

Email: scott.eller@caslinc.org

Attention of Bidders is called particularly to the requirements for conditions of employment to be observed and minimum wage rates to be paid under the Contract, Section 3, Section 109, Section 504, E.O. 11246, Title VI and other Federal and State requirements.

Sincerely,

J. Scott Eller
CEO/CASL

Terms and Conditions
INVITATION TO BID (B)
CONSTRUCTION

1 DEFINITIONS

- 1.1 **Addendum/Addenda:** A written change, addition, alteration, correction or revision to a bid, proposal or contract Agreement/Contract. Addendum/Addenda may be issued following a pre-bid/pre-proposal conference or as a result of a specification or work scope change to the solicitation.
- 1.2 **Approved Alternate:** Solicitation documents may make reference of specific manufacturer(s) or product(s). These references serve only as a recommendation and a guide to minimum quality and performance. The references are not intended to exclude approved alternatives of other manufacturer(s) or product(s).
- 1.3 **Bid/Proposal Package:** A bid/proposal is a document submitted by a vendor in response to some type of solicitation to be used as a basis for negotiations or for entering into a contract.
- 1.4 **Bidder/Responder/Proposer:** One who submits a response to a solicitation.
- 1.5 **County:** Refers to Owner Board of County Commissioners.
- 1.6 **Due Date and Time/Opening:** Is defined as the date and time upon which a bid or proposal shall be submitted to the requester. Only bids or proposals received prior to the established date and time will be considered.
- 1.7 **Liquidated Damages:** Damages paid usually in the form of monetary payment, agreed by the parties to a contract which are due and payable as damages by the party who breaches all or part of the contract. May be applied on a daily basis for as long as the breach is in effect.
- 1.8 **Procurement Management:** shall mean the Director of CASL or designee.
- 1.9 **Responsible:** A vendor, business entity or individual who is fully capable to meet all of the requirements of the bid/proposal solicitation documents and subsequent contract. Must possess the full capability including financial and technical, to perform as contractually required. Must be able to fully document the ability to provide good faith performance.
- 1.10 **Responsive:** A vendor, business entity or individual who has submitted a bid or request for proposal that fully conforms in all material respects to the bid/proposal solicitation documents and all of its requirements, including all form and substance.
- 1.11 **Solicitation:** An invitation to bid, a request for proposal, invitation to negotiate or any document used to obtain bids or proposals for the purpose of entering into a contract.

2 ORDER OF PRECEDENCE

- 2.1 In resolving conflicts, errors, and discrepancies, among the provisions of the Contract Documents, the order of precedence shall be as follows. In general, in the case of a conflict between regulations, the more restrictive requirement applies.
 - 2.1.1 Florida State Law as applicable.
 - 2.1.2 Federal Procurement Standards 2 CFR 200.318 - 200.327
 - 2.1.3 OWNER'S Procurement Policy
 - 2.1.4 Change Order
 - 2.1.5 Agreement
 - 2.1.6 Addenda
 - 2.1.7 Special Conditions
 - 2.1.8 General Conditions, if any
 - 2.1.9 Specifications
 - 2.1.10 Supplemental Information
 - 2.1.11 Drawings/Plans, if any
 - 2.1.12 Figure Dimensions, if any
 - 2.1.13 Scale Dimensions (Large Scale Drawings supersede Small Scale Drawings)
 - 2.1.14 Terms and Conditions

3 RULES, REGULATIONS, LAWS, ORDINANCES AND LICENSES

- 3.1 It shall be the responsibility of the bidder to assure compliance with all other federal, state, or county codes, rules, regulations, or other requirements, as each may apply. Any involvement with the OWNER shall be in accordance with but not limited to:
 - 3.1.1 Federal Procurement Standards 2 CFR 200.318 - 200.327

- 3.1.2 OWNER'S Procurement Policy
 - 3.1.3 Pursuant to FL § Section 119.071, Public Records, General exemptions from inspection or copying of public records. Sealed bids, proposals or replies received by the agency pursuant to a solicitation are exempt from public records request (s. 119.07(1) and s. 24(a), Art. I, of the State Constitution until such time as the agency provides notice of an intended decision or until 30 days after opening the bids, proposals, or final replies, whichever is earlier.
 - 3.1.4 FL § 215 regarding scrutinized companies and business operations.
 - 3.1.5 FL § 218 Public Bid Disclosure Act.
 - 3.1.6 Florida State Law as applied to Municipal Purchasing in accordance with Title XIX, "Public Business", Chapter 287 "Procurement of Personal Property and Services."
 - 3.1.7 FL § 337.168 Confidentiality of official estimates, identities of potential bidders, and bid analysis and monitoring system.
 - 3.1.8 FL § Section 607.1501(1) states: A foreign corporation may not transact business in the State of Florida until it obtains a certificate of authority from the Department of State.
 - 3.2 **Local Business Tax Account:** As applicable, anyone providing merchandise or services to the public within the jurisdiction of Owner must obtain a Owner business tax account to operate unless specifically exempted.
 - 3.3 **License(s):** Bidder should provide, at the time of the opening of the bid, licenses required for this product and/or service.
- 4 BID – PREPARATION OF SUBMITTAL
- 4.1 **Sealed Bid:** Submission must be in a sealed envelope/box, and the outside of the submission must be marked with the following information (Sealed Bid Label Form is attached for your use):
 - 4.1.1 Marked with the words "Sealed Bid"
 - 4.1.2 Bid Number
 - 4.1.3 Bid Title
 - 4.1.4 Bid Due Date
 - 4.1.5 Name of the firm submitting the bid
 - 4.1.6 Contact e-mail and telephone number
 - 4.2 **Bid submission shall include:**
 - 4.2.1 Provide two (2) hard copies. Mark each: one "Original", one "Copy"
 - 4.2.2 Provide one (1) electronic flash drive set of the entire submission documents.
 - 4.2.3 Electronic submission document is to be one single Adobe PDF file in the same order as the original hard copy.
 - 4.2.4 Limit the color and number of images to avoid unmanageable file sizes.
 - 4.3 **Submission Format:**
 - 4.3.1 Required Forms: complete and return **all** required forms. If the form is not applicable, please return with "Not Applicable" or "N/A" in large letters across the form.
 - 4.3.2 Failure to submit required or requested information may result in the bidder being found non-responsive.
 - 4.3.3 Execution of Bid: All documents must be properly signed by corporate authorized representative, witnessed, and where applicable corporate and/or notary seals affixed. All Bids shall be typed or printed in ink. The bidder may not use erasable ink. All corrections made to the bids shall be initialed.
 - 4.3.4 If a cost/bid schedule was provided in Microsoft Excel format, the returned completed schedule should be included as a Microsoft Excel File on the Flash drive.
 - 4.3.5 The submission should not contain links to other web pages.
 - 4.3.6 Include any information requested to analyze your bid, i.e., required submittals, literature, technical data, financial statements.
 - 4.3.7 Bid Security/Bond(s), as applicable (Construction projects)
 - 4.4 **Preparation Cost:** The Bidder is solely responsible for any and all costs associated with responding to this solicitation. No reimbursement will be made for any costs associated with the preparation and submittal of any bid, or for any travel and per diem costs that are incurred by any Bidder.
- 5 RESPONSES RECEIVED LATE
- 5.1 It shall be the Bidder's sole responsibility to deliver the bid submission to the OWNER prior to or on the time and date stated. All references to date and time herein reference Owner, FL local time.

- 5.2 Any bids received after the stated time and date will not be considered. The bid shall not be opened at the public opening. Arrangements may be made for the unopened bid to be returned at the bidder's request and expense.
- 5.3 OWNER shall not be responsible for delays caused by the method of delivery such as, but not limited to; internet, United States Postal Service, overnight express mail service(s), or delays caused by any other occurrence.
- 6 BIDDER REQUIREMENTS (unless otherwise noted)
- 6.1 **Responsive and Responsible:** Only bids received from responsive and responsible bidders will be considered. OWNER reserves the right before recommending any award to inspect the facilities and organization; or to take any other necessary action, such as background checks, to determine ability to perform is satisfactory, and reserves the right to reject submission packages where evidence submitted, or investigation and evaluation indicates an inability for the bidder to perform.
- 6.1.1 Additional sources may be utilized to determine credit worthiness and ability to perform.
- 6.1.2 Any bidder or sub-contractor that will have access to secure facilities or property may be required to be screened to a level that may include, but is not limited to fingerprints, statewide criminal. There may be fees associated with these procedures. These costs are the responsibility of the bidder or sub-contractor.
- 6.1.3 Bidders are responsible for ensuring that any required background screening are conducted in accordance with Chapter 435. Bidders shall be aware, understand, and ensure compliance with the statutory requirements regarding background checks. FL Statutes Chapter 435 governs required background screenings for any employees, contractors, subcontractors, or agents of the Bidder who will have contact with any vulnerable person, as defined by statute, or who otherwise are required to undergo a Level 1 or Level 2 background screening in accordance with Florida law. Such requirements shall flow down to sub-contractors/consultants of the prime Bidder and prime Bidder shall ensure compliance with Chapter 435 of such parties.
- 6.1.3.1 Documentation of such completed background screenings must be maintained for a period of no less than five (5) years and are subject to audit by OWNER at any time during such five (5) year period.
- 6.2 **BID--Past Performance:** Bidders past performance and prior dealings with OWNER (i.e., failure to meet specifications, poor workmanship, late delivery, etc.) may be reviewed. Poor or unacceptable past performance may result in bidder disqualification.
- 6.3 Submission packages, unless otherwise noted, will be considered only from bidders normally engaged in the provision of the services specified here in. The bidder shall have adequate organization, facilities, equipment, and personnel to ensure prompt and efficient service to OWNER. OWNER reserves the right before recommending any award to inspect the facilities and organization; or to take any other action necessary to determine ability to perform satisfactorily and reserves the right to reject submission packages where evidence submitted, or investigation and evaluation indicated an inability of the bidder to perform.
- 6.4 **Prohibition Against Considering Social, Political Or Ideological Interests in Government Contracting – F.S. 287.05701:** Bidders are hereby notified of the provisions of section 287.05701, Florida Statutes, as amended, that OWNER will not request documentation of or consider a Bidder's social, political, or ideological interests when determining if the Bidder is a responsible Bidder. Bidders are further notified that the OWNER'S governing body may not give preference to a Bidder based on the Bidder's social, political, or ideological interests.
- 7 PRE-BID CONFERENCE
- 7.1 A pre-bid conference will be held in the location, date, and time specified on the cover of this solicitation. The cover will also note if the pre-bid conference is Non-Mandatory or Mandatory. All questions and answers are considered informal. All prospective bidders are encouraged to obtain and review the solicitation documents prior to the pre-bid conference so they may be prepared to discuss any questions or concerns they have concerning this project. All questions must be submitted formally in writing to the procurement staff noted on the first page of the bid document. A formal response will be provided in the form of an addendum (see "County Interpretation/Addendums" for additional information.) A site visit may follow the pre-bid conference, as applicable.

- 7.2 **Non-Mandatory:** Pre-bid conferences are generally non-mandatory, but it is highly recommended that prospective bidders participate.
- 7.3 **Mandatory:** Failure to attend a mandatory pre-bid conference will result in the bid being considered **non-responsive**.
- 8 INTERPRETATION/ADDENDUMS
- 8.1 Each Bidder shall examine the solicitation documents and shall judge all matters relating to the adequacy and accuracy of such documents. Any inquiries, suggestions or requests concerning interpretation, clarification or additional information pertaining to the solicitation shall be **submitted in writing prior to 5:00 PM at least eight (8) calendar days prior to the date when the submission is due**.
- 8.2 Response(s) will be in the form of an Addendum posted on caslinc.org. It is solely the bidder's responsibility to check the caslinc.org for information. No notifications will be sent by OWNER.
- 8.3 All Addenda shall become part of the Contract Documents.
- 8.4 OWNER shall not be responsible for oral interpretations given by any <Organization> employee, representative, or others. Interpretation of the meaning of the plans, specifications, or any other contract document, or for correction of any apparent ambiguity, inconsistency, or error there in, shall be in writing. Issuance of a written addendum by OWNER is the only official method whereby interpretation, clarification or additional information can be given.
- 9 QUALITY GUARANTEE/WARRANTY (as applicable)
- 9.1 Bidder will guarantee their work without disclaimers, unless otherwise specifically approved by OWNER, for a minimum of twelve (12) months from the date of final completion.
- 9.2 Unless otherwise specifically provided in the specifications, all equipment and materials and articles incorporated in the work covered by this contract shall be new, unused and of the most suitable grade for the purpose intended. Refurbished parts or equipment are not acceptable unless otherwise specified in the specifications. All warranties will begin from the date of final completion.
- 9.3 Unless otherwise specifically provided in the specifications, the equipment must be warranted for twelve (12) months, shipping, parts, and labor. Should the equipment be taken out of service for more than forty-eight (48) hours to have warranty work performed, a loaner machine of equal capability or better shall be provided for use until the repaired equipment is returned to service at no additional charge to OWNER.
- 9.4 If any product does not meet performance representation or other quality assurance representations as published by manufacturers, producers or distributors of such products or the specifications listed, the vendor shall pick up the product from OWNER at no expense to OWNER. OWNER reserves the right to reject any or all materials, if in its judgment the item reflects unsatisfactory workmanship or manufacturing or shipping damage. The vendor shall refund, to OWNER, any money which has been paid for same.
- 10 SUBSTITUTION(S)/APPROVED ALTERNATE(S)
- 10.1 Unless otherwise specifically provided in the specifications, reference to any equipment, material, article or patented process, by trade name, brand name, make or catalog number, shall be regarded as establishing a standard of quality and shall not be construed as limiting competition. If a bidder wishes to make a substitution in the specifications, the bidder shall furnish to OWNER, **no later than ten (10) business days prior to the bid opening date**, the name of the manufacturer, the model number, and other identifying data and information necessary to aid OWNER in evaluating the substitution. Such information is submitted through the OWNER. Any such substitution shall be subject to OWNER approval through the issuance of a written addendum by OWNER's Procurement Management Division. Substitutions shall be approved only if determined by OWNER to be an **Approved Alternate** to the prescribed specifications.
- 10.2 A bid containing a substitution is subject to disqualification if the substitution is not approved by OWNER. Items bid must be identified by brand name, number, manufacturer, and model, and shall include full descriptive information, brochures, and appropriate attachments. Brand names are used for descriptive purposes only. An **Approved Alternate** product or service may be used.
- 11 NEGOTIATED ITEMS
- 11.1 Any item not outlined in the Scope of Work/Specifications may be subject to negotiations between OWNER and the successful bidder.

- 11.2 After award of this bid OWNER reserves the right to add or delete items/services at prices to be negotiated at the time of addition or deletion.
- 11.3 At contract renewal time(s) or in the event of significant industry wide market changes, OWNER may negotiate justified adjustments such as price, terms, etc., if in its sole judgment, OWNER considers such adjustments to be in their best interest.
- 12 ERRORS, OMISSIONS, CALCULATION ERRORS (as applicable)
- 12.1 **Calculation Errors:** In the event of multiplication/addition error(s), the unit price shall prevail. Written prices shall prevail over figures where applicable. All bids will be reviewed mathematically and corrected, if necessary, using these standards, prior to further evaluation.
- 13 CONFIDENTIALITY
- 13.1 Bidders should be aware that all submissions provided are subject to public disclosure and will **not** be afforded confidentiality, unless provided by Chapter 119 FL §.
- 13.2 If information is submitted with a bid that is deemed “Confidential” the bidder must stamp those pages of the submission that are considered confidential. The bidder must provide documentation as to validate why these documents should be declared confidential in accordance with Chapter 119, “Public Records,” exemptions.
- 13.3 OWNER **will not reveal engineering estimates or budget amounts for a project** unless required by grant funding or unless it is in the best interest of the OWNER. According to FL § 337.168: A document or electronic file revealing the official cost estimate of the department of a project is confidential and exempt from the provisions of s. 119.07(1) until the contract for the project has been executed or until the project is no longer under active consideration.
- 14 BID -- CONFLICT OF INTEREST
- 14.1 **Business Relationship Disclosure Requirement:** The award hereunder is subject to the provisions of Chapter 112, Public Officers and Employees: General Provisions, Florida Statutes. All bidders must disclose with their submission the name of any officer, director or agent who is also an employee of the OWNER or any of its agencies. Further, all bidders must disclose the name of any OWNER or County employee who owns directly or indirectly, an interest of five percent (5%) or more in the bidder’s firm or any of its branches.
- 15 ANTI-LOBBYING CLAUSE (Cone of Silence)
- 15.1 Following FL § Section 287.057(23), Upon the issuance of the solicitation, prospective proposers/bidders or any agent, representative or person acting at the request of such proposer/bidder shall not have any contact, communicate with or discuss any matter relating in any way to the solicitation with any Evaluation Review Committee, agent or employee of the OWNER other than the OWNER’s designated procurement point of contact. This prohibition begins with the issuance of any solicitation and ends upon execution of the final contract or when the solicitation has been cancelled. **If it is determined that improper communications were conducted, the Bidder/Proposer may be declared non-responsible.**
- 16 ANTITRUST VIOLATION
- 16.1 A person or an affiliate who has been placed on the antitrust violator vendor list, available at [Antitrust Violator Vendor List / Vendor Registration and Vendor Lists / State Agency Resources / State Purchasing / Business Operations / Florida Department of Management Services - DMS \(myflorida.com\)](#), following a conviction or being held civilly liable for an antitrust violation may not submit a bid, proposal, or reply for any new contract to provide any goods or services to OWNER; may not submit a bid, proposal, or reply for a new contract with OWNER for the construction or repair of a public building or public work; may not submit a bid, proposal, or reply on new leases of real property OWNER; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a new contract with OWNER; and may not transact new business with OWNER.
- 17 DRUG FREE WORKPLACE
- 17.1 OWNER encourages Drug Free Workplace programs.

18 **FLORIDA CERTIFIED ENTERPRISES**

- 18.1 OWNER encourages the use of Florida Certified Enterprises such as such as Disadvantaged, Minority, Women, Veterans Business Enterprise (DBE, MBE, WBE, VBE) firms.
- 18.2 Bidder/Proposer is requested to indicate whether the Firm and/or any proposed sub-consultants are a Florida Certified Enterprise. OWNER encourages the utilization and participation of DBE, MBE, WBE, VBE or similar in procurements, and evaluation proceedings will be conducted within the established guidelines regarding equal employment opportunity and nondiscriminatory action based upon the grounds of race, color, sex, or national origin. Interested Florida Certified Enterprises such as Disadvantaged, Minority, Women, Veterans Business Enterprise (DBE, MBE, WBE, VBE) firms and similar are encouraged to submit.

19 **ANTI-DISCRIMINATION/EQUAL EMPLOYMENT OPPORTUNITY**

- 19.1 The bidder agrees to comply, in accordance with FL § 287.134, 504 of the Rehabilitation Act of 1973 as amended, the Americans with Disabilities Act of 1990 (ADA), the ADA Amendments Act of 2008 (ADAAA) that furnishing goods or services to OWNER hereunder, no person on the grounds of race, religion, color, age, sex, national origin, disability or marital status shall be excluded from participation in, denied the benefits of, or otherwise be subjected to discrimination.
- 19.2 The bidder will not discriminate against any employee or applicant for employment because of race, religion, color, age, sex, national origin, disability, or marital status. The bidder will make affirmative efforts to ensure that applicants are employed and that employees are treated during employment without regard to their race, religion, color, age, sex, national origin, disability, or marital status.
- 19.3 The bidder will include the provisions of this section in every sub-contract under this contract to ensure its provisions will be binding upon each sub-contractor. The bidder will take such actions in respect to any sub-contractor, as the contracting agency may direct, as a means of enforcing such provisions, including sanctions for non-compliance.
- 19.4 An entity or affiliate who has been placed on the State of Florida's Discriminatory Vendor List (This list may be viewed by going to the Department of Management Services [caslinc.org](http://www.dms.myflorida.com) at <http://www.dms.myflorida.com>) may not submit a bid on a contract to provide goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not award or perform work as a vendor, supplier, sub-contractor, or consultant under contract with any public entity, and may not transact business with any public entity.

20 **SECTION 3 OF THE HOUSING AND URBAN DEVELOPMENT ACT OF 1968**

- 20.1 The work to be performed under this contract is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u (section 3). The purpose of section 3 is to ensure that employment and other economic opportunities generated by HUD assistance or HUD-assisted projects covered by Section 3, shall, to the greatest extent feasible, be directed to low- and very low-income persons, particularly persons who are recipients of HUD assistance for housing.
- 20.2 The bidder agrees to comply with the requirements of Section 3 and to the greatest extent feasible seek to meet the safe harbor benchmarks of 25% of the total number of labor hours works by all workers are Section 3 workers and that 5% of the total number of labor hours worked by all workers are Targeted Section 3 workers, as defined at 24 CFR 75.21.
- 20.3 The bidder agrees to submit required Section 3 certifications and a Section 3 Plan with the bid.
- 20.4 The bidder agrees to comply with Section 3 reporting requirements established by the OWNER.

21 **LABOR STANDARDS AND RELATED ACTS**

- 21.1 The bidder agrees to comply the Federal Labor Standards Provisions including the Contract Work Hours and Safety Standards Act (CWHSSA) that requires time and one-half pay for overtime hours, the Copeland Act (Anti-Kickback Act), and the Fair Labor Standards Act (FLSA) that governs federal minimum wage rates and overtime.

22 **SUB-CONTRACTOR**

- 22.1 The use of sub-contractors under this solicitation requires prior written authorization from the OWNER representative.
- 23 **BID - PROJECT GUIDELINES** (as applicable)
- 23.1 OWNER has established the following Guidelines, Criteria, Goals, Objectives, Constraints, Schedule, Budget and or Requirements which shall service as a guide to the bidder(s) in conforming to the provision of goods and/or services to be provided pursuant to this Agreement/Contract:
- 23.1.1 No amount of work is guaranteed upon the execution of an Agreement/Contract.
- 23.1.2 Rates and all other negotiated expenses will remain in effect throughout the duration of the Agreement/Contract period.
- 23.1.3 This contract does not entitle any bidder to exclusive rights to OWNER Agreement/Contracts. OWNER reserves the right to perform any and all available required work in-house or by any other means it so desires.
- 23.1.4 In reference to vehicle travel, mileage and man-hours spent in travel time, is considered incidental to the work and not an extra compensable expense.
- 23.1.5 OWNER reserves the right to add or delete, at any time, and or all material, tasks or services associated with this Agreement/Contract.
- 23.1.6 Any Single Large Project: OWNER, in its sole discretion, reserves the right to separately solicit any project that is outside the scope of this solicitation, whether through size, complexity or the dollar value.
- 24 **BID – TIEBREAKER**
- 24.1 Whenever two or more bids, which are equal with respect to price, quality and service, are received for procurement of commodities or contractual services, from responsive and responsible bidders, the Contract Award, of first opportunity to negotiate, as applicable, shall be determined by the flip of a coin.
- 24.2 When the tie has been broken pursuant to the above procedures, the Contract, Award, or the first opportunity to negotiate, as applicable, shall be furnished to the prevailing Bidder.
- 24.3 If an Award or negotiation, is unsuccessful with the initial Bidder, Award or negotiations may commence with the next highest Bidder, utilizing the tiebreaker step above to make the determination of next lowest Bidder, if necessary.
- 25 **WITHDRAWAL OF BID**
- 25.1 No bid may be withdrawn for a period of **180 calendar days** after the scheduled time for receiving submissions. A bid may be withdrawn prior to the solicitation opening date and time. Withdrawal requests must be made in writing to OWNER, who will approve or disapprove the request.
- 25.2 A bidder may withdraw a submission any time prior to the opening of the solicitation.
- 25.3 After submissions are opened, but prior to award of the contract, OWNER may allow the withdrawal of a bid because of the mistake of the bidder in the preparation of the submission document. In such circumstance, the decision of the OWNER to allow the submission withdrawal, although discretionary, shall be based upon a finding that the bidder, by clear and convincing evidence, has met each of the following four tests:
- 25.3.1 The bidder acted in good faith in submitting the bid,
- 25.3.2 The mistake in bid preparation that was of such magnitude that to enforce compliance by the bidder would cause a severe hardship on the bidder,
- 25.3.3 The mistake was not the result of gross negligence or willful inattention by the bidder; and
- 25.3.4 The mistake was discovered and was communicated to OWNER prior to OWNER having formally awarded the Agreement/Contract.
- 26 **PROTEST RIGHTS**
- 26.1 Any Bidder that has submitted a formal Response to OWNER, and who is adversely affected by an intended decision with respect to the Award, has the right to protest an intended decision posted by OWNER as part of the Solicitation process.
- 26.2 Notice of Intended Decision is posted on the OWNER’s caslinc.org. Bidders are solely responsible to check for information regarding the Solicitation.

- 26.3 Refer to the “Procurement Protest” section of the Procurement Manual for a complete description of the protest process and associated requirements. The ordinance is posted on the OWNER’s caslinc.org or may be obtained by contacting the OWNER.
- 26.4 In order to preserve the right to protest, a written “*Notice of Intent to File a Protest*” **must be filed with the OWNER within seventy-two (72) hours of Posting of the Notice of Intended Decision.**
- 26.4.1 The notice shall clearly indicate all grounds being claimed for the protest.
- 26.4.2 The notice must be physically received by the OWNER within the required time frame described above. No additional time will be granted for mailing.
- 26.5 Following receipt of the Notice of Intent to File a Protest, a “**Protest Bond**” and “**Formal Written Protest**” must be filed **within ten (10) business days** of Posting of the Notice of Intended Decision.
- 26.6 **Failure to follow the protest procedures requirement within the time frames as prescribed herein and in the OWNER’S Procurement Policy shall constitute a waiver of the right to protest and shall bar any resulting claims.**
- 27 **AUTHORITY TO UTILIZE BY OTHER GOVERNMENT ENTITIES**
- 27.1 This opportunity is also made available to any government entity. Pursuant to their own governing laws, and subject to the Agreement/Contract of the vendor, other entities may be permitted to make purchases at the terms and conditions contained herein. OWNER will not be financially responsible for the purchases of other entities from this solicitation.
- 28 **CONTRACT ADMINISTRATION**
- 28.1 **Designated Contact:**
- 28.1.1 The awarded bidder shall appoint a person(s) to act as a primary contact for OWNER. This person or back-up shall be readily available during normal working hours by phone or in person, and shall be knowledgeable of the terms and procedures involved.
- 28.1.2 OWNER requires the awarded bidder to provide the name of a contact person(s) and phone number(s) which will afford OWNER access 24 hours per day, 365 days per year, of this service in the event of major breakdowns or natural disasters.
- 28.2 **BID – Term:** (unless otherwise stated in the Scope of Work or Detailed Specifications)
As stated in the Notice to Proceed and/or stated in this solicitation.
- 28.2.1 OWNER reserves the right to renew this Agreement/Contract (or any portion thereof) and to negotiate pricing as a condition for each.
- 28.2.2 OWNER’s performance and obligation to pay under this contract, and any applicable renewal options, is contingent upon annual appropriation of funds.
- 28.3 **BID – Basis of Award:**
- 28.3.1 The bid is awarded under a system of sealed, competitive bidding to the lowest responsive and responsible bidder.
- 28.3.2 In the event the lowest responsible and responsive bid for a project exceeds the available funds OWNER may negotiate an adjustment of the bid price with the lowest responsible and responsive bidder, in order to bring the total cost of the project within the amount of available funds.
- 28.3.3 OWNER reserves the right to make award(s) by individual item, group of items, all or none, or a combination thereof. OWNER reserves the right to reject any and all bids or to waive any minor irregularity or technicality in the bids received. Award will be made to the lowest responsible and responsive bidder(s) within the category chosen for basis of award.
- 28.3.4 OWNER reserves the right to award to one or multiple bidders at the discretion of the requesting authority and approval of the OWNER .
- 28.4 **Agreement/Contracts:**
- 28.4.1 The awarded bidder will be required to execute an Agreement/Contract as a condition of award. A sample of this document may be viewed on-line at <http://www.leegov.com/procurement/forms>.
- 28.5 **Records:**
- 28.5.1 **Retention:** The bidder shall maintain such financial records and other records as may be prescribed by applicable federal and state laws, rules, and regulations. Unless otherwise stated in the specifications, the bidder shall retain these records for a period of five years after final payment, or until they are audited by OWNER, whichever event occurs first.

- 28.5.1.1 Right to Audit/Disclosure: These records shall be made available during the term of the contract as well as the retention period. These records shall be made readily available to OWNER personnel with reasonable notice and other persons in accordance with the Florida General Records Schedule. Awarded Bidder/Proposer(s) are hereby informed of their requirement to comply with FL §119 specifically to:
 - 28.5.1.2 Keep and maintain public records required by OWNER to perform the service.
 - 28.5.1.3 Upon request from the OWNER's custodian of public records, provide OWNER with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided or as otherwise provided by law.
 - 28.5.1.4 Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if the CONTRACTOR does not transfer the records to OWNER.
 - 28.5.1.5 Upon completion of the contract, transfer, at no cost, to OWNER all public records in possession of the CONTRACTOR or keep and maintain public records required by OWNER to perform the service. If the CONTRACTOR transfers all public records to OWNER upon completion of the contract, the CONTRACTOR shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the CONTRACTOR keeps and maintains public records upon completion of the contract, the CONTRACTOR shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to OWNER, upon request from OWNER's custodian of public records, in a format that is compatible with the information technology systems of OWNER.

28.5.2 Public Record: **IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE VENDOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THE CONTRACT, CONTACT THE OWNER.**

28.5.3 Ownership: It is understood and agreed that all documents, including detailed reports, plans, original tracings, specifications, and all data prepared or obtained by the successful bidder in connection with its services hereunder, include any documents bearing the professional seal of the successful bidder, and shall be delivered to and become the property of OWNER, prior to final payment to the successful bidder or the termination of the Agreement/Contract. This includes any electronic versions, such as CAD or other computer aided drafting programs.

28.6 Termination:

28.6.1 **MATERIAL BREACH** A CONTRACTOR may be Terminated for Cause by OWNER, at the sole discretion of the Procurement Management Director, for failing to perform a contractual requirement or for a material breach of any term or condition. A material breach of a term or condition of the Agreement may include but is not limited to: 1. CONTRACTOR failure to perform services or deliver materials, supplies, or equipment by the date required or by an alternate date as mutually agreed in a written amendment to the Agreement; 2. CONTRACTOR failure to carry out any warranty or fails to perform or comply with any mandatory provision of the Agreement; 3. CONTRACTOR becomes insolvent or in an unsound financial condition so as to endanger performance hereunder; 4. CONTRACTOR becomes the subject of any proceeding under any law relating to bankruptcy, insolvency or reorganization, or relief from creditors and/or debtors that endangers the CONTRACTOR's proper performance hereunder; 5. Appointment of any receiver, trustee, or similar official for CONTRACTOR or any of the CONTRACTOR's property and such appointment endangers the CONTRACTOR's proper performance hereunder; 6. A determination that the CONTRACTOR is in violation of federal, state, or local laws or regulations and that such determination renders the CONTRACTOR unable to perform any aspect of the Agreement.

28.6.2 **OPPORTUNITY TO CURE** In the event that CONTRACTOR fails to perform a contractual requirement or materially breaches any term or condition, OWNER may issue a written cure notice. The CONTRACTOR may have a period of time in which to cure. OWNER is not required to allow

the CONTRACTOR to cure defects if the opportunity for cure is not feasible as, determined solely within the discretion of OWNER. Time allowed for cure shall not diminish or eliminate CONTRACTOR's liability for damages, or otherwise affect any other remedies available against CONTRACTOR under the Agreement or by law. If the breach remains after CONTRACTOR has been provided the opportunity to cure, OWNER may do any one or more of the following: 1. Exercise any remedy provided by law; 2. Terminate this Agreement and any related contracts or portions thereof; 3. Procure replacements and impose damages as set forth elsewhere in this Agreement, if applicable; 4. Impose actual or liquidated damages; 5. Suspend or bar CONTRACTOR from receiving future solicitations or other opportunities; 6. Require CONTRACTOR to reimburse OWNER for any loss or additional expense incurred as a result of default or failure to satisfactorily perform the terms of the Agreement.

- 28.6.3 **TERMINATION FOR CAUSE** In the event the Procurement Management Director, in his/her sole discretion, determines that the CONTRACTOR has failed to comply with the conditions of this Agreement in a timely manner or is in material breach, the Procurement Management Director has the right to terminate this Agreement, in part or in whole. The Procurement Management Director shall notify the CONTRACTOR in writing of the need to take corrective action. If corrective action is not taken within thirty (30) calendar days or as otherwise specified by the Procurement Management Director, or if such corrective action is deemed by OWNER to be insufficient, the Agreement may be terminated. OWNER reserves the right to withhold further payments or prohibit the CONTRACTOR from incurring additional obligations of funds during investigation of the alleged breach and pending corrective action by the CONTRACTOR or a decision by OWNER to terminate the Agreement. In the event of termination, OWNER shall have the right to procure any replacement materials, supplies, services and/or equipment that are the subject of this Agreement on the open market. In addition, the CONTRACTOR shall be liable for damages as authorized by law including, but not limited to, any price difference between the original Agreement and the replacement or cover contract and all administrative costs directly related to the replacement contract, e.g., cost of the competitive bidding, mailing, advertising and staff time. If it is determined that: (1) the CONTRACTOR was not in material breach; or (2) failure to perform was outside of CONTRACTOR's or its subcontractor's control, fault or negligence, the termination shall be deemed to be a "Termination for Convenience." The rights and remedies of OWNER provided in this Agreement are not exclusive and are in addition to any other rights and remedies provided by law.
- 28.6.4 **TERMINATION FOR CONVENIENCE** Except as otherwise provided in this Agreement, OWNER, at the sole discretion of the Procurement Management Director, may terminate this Agreement, in whole or in part by giving thirty (30) calendar days written notice beginning on the second day after mailing to the CONTRACTOR. If this Agreement is so terminated, OWNER shall be liable only for payment required under this Agreement for properly authorized services rendered, or materials, supplies and/or equipment delivered to and accepted by OWNER prior to the effective date of Agreement termination. OWNER shall have no other obligation whatsoever to the CONTRACTOR for such termination.
- 28.6.5 The Procurement Management Director may immediately terminate any Agreement/Contract as a result of this solicitation for emergency purposes, as **defined by the OWNER'S Procurement Policy**.
- 28.6.6 Any bidder who has voluntarily withdrawn from a solicitation without OWNER's mutual consent during the contract period shall be barred from further OWNER procurement for a **period of 180 days**. The vendor may apply to the Board for a waiver of this debarment. Such application for waiver of debarment must be coordinated with and processed by the Procurement Management Department.
- 28.6.7 OWNER reserves the right to terminate award or contract following any of the below for goods or services over \$1,000,000:
- 28.6.7.1 CONTRACTOR is found to have submitted a false certification as provided under FL § 287.135 (5);
 - 28.6.7.2 CONTRACTOR has been placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List (FL §215.473);
 - 28.6.7.3 CONTRACTOR has engaged in business operations in Cuba or Syria (FL § 215.471);
 - 28.6.7.4 CONTRACTOR has been placed on the Scrutinized Companies that Boycott Israel List or is engaged in a boycott of Israel. (FL § 215.4725);

28.6.7.5 OWNER reserves the right to review, on a case-by-case basis, and waive this stipulation if it is deemed to advantageous to OWNER.

29 WAIVER OF CLAIMS

29.1 Once this contract expires, or final payment has been requested and made, the awarded bidder shall have waived any claims against OWNER concerning this contract. After that period, OWNER will consider the bidder to have waived any right to claims against OWNER concerning this Agreement/Contract.

30 PAYMENT PROCEDURES

30.1 Unless otherwise noted, all vendors are requested to mail an original invoice to:
Community Assisted and Supported Living
2911 Fruitville Road
Sarasota, Fl. 34237

30.2 All invoices will be paid as directed by the OWNER'S payment procedure unless otherwise stated in the detailed specifications for this project.

30.3 OWNER will not be liable for requests for payment deriving from aid, assistance, or help by any individual, vendor, proposer, or bidder for the preparation of these specifications.

30.4 OWNER is generally a tax-exempt entity subject to the provisions of the 1987 legislation regarding sales tax on services. OWNER will pay those taxes for which it is obligated, or it will provide a Certificate of Exemption furnished by the Department of Revenue. All bidders should include in their bids, all sales or use taxes, which they will pay when making purchases of material or sub-contractor's services.

31 SAFETY DATA SHEETS (SDS) (as applicable)

31.1 In accordance with Chapter 443 of the FL §, it is the vendor's responsibility to provide OWNER with Safety Data Sheets on bid materials, as may apply to this procurement.

32 DEBRIS DISPOSAL (as applicable)

32.1 Unless otherwise stated, the bidder shall be fully responsible for the lawful removal and disposal of any materials, debris, garbage, vehicles, or other such items which would interfere with the undertaking and completion of the project. There shall not be an increase in time or price associated with such removal.

33 SHIPPING (as applicable)

33.1 Cost of all shipping to the site, including any inside delivery charges and all unusual storage requirements shall be borne by the bidder unless otherwise agreed upon in writing prior to service. It shall be the bidder's responsibility to make appropriate arrangements, and to coordinate with authorized personnel at the site, for proper acceptance, handling, protection, and storage (if available) of equipment and material delivered. All pricing to be F.O.B. destination.

33.2 The materials and/or services delivered under the bid shall remain the property of the seller until a physical inspection and actual usage of these materials and/or services is accepted by OWNER and is deemed to be in compliance with the terms herein, fully in accord with the specifications and of the highest quality.

34 BOND/SURETY (CONSTRUCTION)

34.1 Bonding/Surety is required in accordance with OWNER procurement policy and 2 CFR 200.

34.2 Bid Bond/Security: OWNER shall determine if a Bid Bond shall be required for any Competitive Procurement. Each Bidder shall submit not less than five percent (5%) of the proposed dollar amount (including applicable Alternates) as Bid Bond/Security. One ORIGINAL Bid Bond/Security shall be submitted to OWNER with each Bid submission. The Bid Bond/Security of the Bidder will be retained until the Bidder and OWNER have entered into the Contract, whereupon the Bid Bond/Security may be returned. The Bid Bond/Security of a Bidder whom OWNER believes to have a reasonable chance of receiving the Award may be retained by OWNER until the effective date of the Contract, whereupon any Bid Bonds/Securities furnished by a Bidder may be returned. The following types of Bid Security shall be accepted:

34.2.1 **A Certified Check or a Cashier's Check** in the stated dollar amount of not less than 5% of proposed dollar amount. Any Certified Check or Cashier Check submitted in lieu of a Bid Bond Shall be drawn

- on a solvent bank or trust company, made payable to OWNER and shall have all necessary documentary revenue stamps attached (if required by law); or
- 34.2.2 **A Bid Bond** may be submitted on an OWNER approved paper Bid Bond Form. Must be signed by all required parties, of not less than 5% of proposed dollar amount (including Alternate(s) as applicable) shall accompany each submission. The Bid Bond shall be issued by a duly authorized surety authorized to do business and in good standing with the Florida Department of state.
- 34.3 **Payment and Performance Bond:** In accordance with F.S. 255.05 and 2 CFR 200, a Public Payment and Performance Bond is to be issued in a sum equal to one hundred (100%) percent of the total awarded contract amount by a surety company considered satisfactory by OWNER and otherwise authorized to transact business in the State of Florida shall be required from the successful bidder/vendor. This shall insure the faithful performance of the obligations imposed by the resulting contract and protect OWNER from lawsuits for non-payment of debts incurred during the successful bidder/vendor performance under such Contract.
- 34.3.1 A public Payment and Performance bond must be properly executed, by the Surety Company and successful bidder/vendor, and recorded with the Owner Clerk of Court, within **seven calendar days** after notification by OWNER of the approval to award the Contract.
- 34.3.2 A **Clean Irrevocable Letter of Credit or Cash Bond** may be accepted by OWNER in lieu of the Public Payment and Performance Bond.
- 34.4 Only OWNER authorized form(s) may be accepted. Forms are available at caslinc.org.
- 34.5 **Personal Checks are not acceptable to OWNER as a Bid Security.**
- 34.6 **Surety:** In order to be acceptable to OWNER, a Surety Company issuing Evidence of Bond ability, Bid Guaranty Bonds or 100% Public Payment and Performance Bonds or Letters of Credit called for herein shall meet and comply with the minimum standards set forth in as part of the Contract Documents.

The surety company shall be authorized to do business and in good standing with the Florida Department of State. All such bonds shall be issued or countersigned by an agent with satisfactory evidence of its authority to execute the bond being submitted.

35 LOCAL VENDOR PREFERENCE

- 35.1 The OWNER will adhere to Procurement Policy as may be amended from time to time (OWNER'S "Local Vendor Preference"). It shall be at the discretion of the OWNER whether to apply Local Vendor Preference to any particular Solicitation.
- 35.2 OWNER'S Local Vendor Preference, as it relates to Bidding preferences for local CONTRACTOR'S, is not applicable to Solicitations or Contracts when Commodities and/or Services may be provided in the event of an Emergency.
- 35.3 OWNER'S Local Vendor Preference shall not apply in any procurement for Commodities or Services if the use of the Local Vendor Preference is prohibited by the terms of a grant or funding agreement or other prevailing law or policy.

36 INSURANCE (AS APPLICABLE)

- 36.1 Insurance shall be provided by the awarded bidder/vendor. Prior to execution of the Agreement/Contract a certificate of insurance (COI) complying with the bid documents shall be provided by the bidder/vendor.
- 36.2 Insurance carriers providing coverage required herein shall be licensed to conduct business in the State of Florida and shall possess a current A.M. Best's Financial Strength Rating of "B or better."

End of Terms and Conditions Section

INSURANCE GUIDE

Insurance Requirements Solicitation No: 3825-39BRD-2DUP 2024

Building Loss Coverage – Replacement Value per estimate	
Commercial General Liability -	\$1,000,000 per occurrence
Damage to Rented Premises	\$ 100,000
Med Expense	\$ 5,000
Personal and Adverse Injury	\$1,000,000
General Aggregate	\$2,000,000
Products – Comp/Op Aggregate	\$1,000,000
Umbrella Liability	\$2,000,000

Additional Insured:
Community Assisted and Supported Living, Inc.
2911 Fruitville Road
Sarasota, Fl 34237

Owner, A Political Subdivision
And Charter County of The State of Florida
P.O. Box 398
Fort Myers, Fl. 33902

End of Insurance Guide Section

SPECIAL CONDITIONS

These are conditions that are in relation to this solicitation only and have not been included in the OWNER'S standard Terms and Conditions or the Scope of Work.

TERM

Single Project: From the Notice to Proceed or the Purchase Order date, whichever applies: 120 calendar days to substantial completion, 30 calendar days from substantial completion to final completion (150 days)

LIQUIDATED DAMAGES (CONSTRUCTION)

In accordance with the terms set forth in the Agreement, for each consecutive calendar day of delay in achieving Substantial Completion as set forth herein, the CONTRACTOR shall be liable to OWNER for liquidated damages in the amount of \$1,000 per calendar day.

BASIS OF AWARD

The basis of award shall be determined by the lowest *Project Total* of the most responsive, responsible, and qualified CONTRACTOR meeting all bid specifications.

PROJECT FUNDING NOTICE

As notice to all CONTRACTORS, this project may be funded in whole or in part with the HOME Investment Partnership Program Funds and the HOME Investment Partnerships American Rescue Plan Program Funds provided by the U.S. Department of Housing and Urban Development (HUD) and awarded to the OWNER by the GRANT AGENCY. The CONTRACTOR agrees to abide by and comply with all Federal terms, conditions, provisions, certifications, affidavits, or otherwise as applicable and stated within this solicitation package and further agrees to incorporate all such clauses, provisions, and regulations into any sub-contracted agreements or relationships CONTRACTOR creates to support CONTRACTOR'S services to OWNER under this Agreement.

LOCAL VENDOR PREFERENCE EXCLUSION

OWNER Local Vendor Preference Ordinance has been waived for this solicitation and all references contained herein and non-applicable to this solicitation and subsequent Agreement and/or Purchase Order(s).

HUD REIMBURSEMENT

Work completed under this Agreement may be reimbursed HUD. The CONTRACTOR agrees to abide by and comply with all Federal terms, conditions, provisions, certifications, affidavits, or otherwise as applicable and stated within this solicitation package. CONTRACTORS are required to comply in accordance with Federal Grant Requirements, 2 CFR part 200, terms, conditions, and specifications.

CONDUCT

CONTRACTOR agrees that all of its officers, employees and representatives shall conduct themselves in a professional manner and shall communicate with CONTRACTOR employees and members of the public in a civil manner whenever conducting CONTRACTOR business. All aspects of CONTRACTOR'S performance, including complaints received from the public, may impact the OWNER'S decision to renew or terminate this Agreement in accordance with the provision contained here. Vendor shall remove or suspend, or further investigate, their employees for any act of violence, sexual harassment, substance abuse, or act of bigotry/prejudice.

End of Special Conditions Section

**SUPPLEMENTAL CONDITIONS AND CONTRACT PROVISIONS FOR NON-FEDERAL ENTITY
CONTRACTS UNDER FEDERAL AWARDS
REQUIRED FOR ALL HOME / HOME ARP FUNDED PROJECTS**

1. FEDERAL FUNDING

- 1.1 When property or services are procured using funds derived from a Federal grant or Agreement whether direct to OWNER or “pass-through” from another entity, OWNER is required to and will follow the Federal procurement standards in the “Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards”, 2 C.F.R. Part 200, Sections 200.317 through 200.327.
- 1.2 CONTRACTOR, further referred to as CONSULTANT/CONTRACTOR/VENDOR within this section, shall work with OWNER under this Agreement to assure that it will comply with the following statutes and regulations to the extent applicable:
- (1) 2 CFR, Part 200 – Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards;
 - (2) The Robert T. Stafford Disaster Relief and Emergency Assistance Act, Public Law 93-288, as amended, 42 U.S.C. 5121 et seq., and Related Authorities

Contract Cost and Price: OWNER shall perform a cost or price analysis in connection with every procurement subject to Federal procurement guidelines, which shall include an independent estimate of cost prior to issuing bids or proposals. For proposals where price is not considered in the award, profit shall be negotiated as a separate element of the price. In determining whether profit is fair and reasonable, OWNER shall consider the complexity of work, the risk to be borne by the contractor, the contractor’s investment, the amount of subcontracting necessary, the quality of the contractor’s record and past performance, and industry profit rates for the surrounding geographical area. “Cost Plus Percentage” methods for determining profit may not be used.

2. EQUAL EMPLOYMENT OPPORTUNITY

2.1. Executive Order 11246, as Amended, Section 202 Equal Opportunity Clause. (Applicable to contracts/subcontracts above \$10,000)

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

- 2.1.1. The CONSULTANT/CONTRACTOR/VENDOR will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The CONSULTANT/CONTRACTOR/VENDOR 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, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer, recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The CONSULTANT/CONTRACTOR/VENDOR agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of this nondiscrimination clause.
- 2.1.2. The CONSULTANT/CONTRACTOR/VENDOR will, in all solicitations or advertisements for employees placed by or on behalf of the CONSULTANT/CONTRACTOR/VENDOR, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.
- 2.1.3. The CONSULTANT/CONTRACTOR/VENDOR will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential

job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the CONSULTANT/CONTRACTOR/VENDOR's legal duty to furnish information.

- 2.1.4. The CONSULTANT/CONTRACTOR/VENDOR will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, a notice to be provided by the agency contracting officer, advising the labor union or workers' representative of the CONSULTANT/CONTRACTOR/VENDOR's commitments under section 202 of Executive Order 11246 of September 24, 1965, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- 2.1.5. The CONSULTANT/CONTRACTOR/VENDOR 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.
- 2.1.6. The CONSULTANT/CONTRACTOR/VENDOR will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the contracting agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
- 2.1.7. In the event of the CONSULTANT/CONTRACTOR/VENDOR's non-compliance with the nondiscrimination clauses of this contract or with any of such rules, regulations, or orders, this contract may be canceled or terminated in whole or in part and the CONSULTANT/CONTRACTOR/VENDOR may be declared ineligible for further Government 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, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
- 2.1.8. The CONSULTANT/CONTRACTOR/VENDOR will include the provisions of paragraphs (a) through (h) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each sub-CONSULTANT/CONTRACTOR/VENDOR. The CONSULTANT/CONTRACTOR/VENDOR will take such action with respect to any subcontract or purchase order as may be directed by the Secretary of Labor as a means of enforcing such provisions including sanctions for noncompliance: Provided, however, that in the event the CONSULTANT/CONTRACTOR/VENDOR becomes involved in, or is threatened with, litigation with a sub-CONSULTANT/CONTRACTOR/VENDOR as a result of such direction, the CONSULTANT/CONTRACTOR/VENDOR may request the United States to enter into such litigation to protect the interests of the United States.

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

- 2.2.1. The Offeror's or Bidder's attention is called to the "Equal Opportunity Clause" and the "Standard Federal Equal Employment Opportunity Construction Contract Specifications" set forth herein.
- 2.2.2. 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:

Statewide Female participation: 6.9%

Owner Minority participation: 15.3%

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

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

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

2.3 41 CFR 60-4.3. Equal Opportunity Clauses

- 2.3.1 The equal opportunity clause published at 41 CFR 60-1.4(a) of this chapter is required to be included in, and is part of, all nonexempt Federal contracts and subcontracts, including construction contracts and subcontracts. The equal opportunity clause published at 41 CFR 60-1.4(b) is required to be included in, and is a part of, all nonexempt federally assisted construction contracts and subcontracts. In addition to the clauses described above, all Federal contracting officers, all applicants and all nonconstruction contractors, as applicable, shall include the specifications set forth in this section in all Federal and federally assisted construction contracts in excess of \$10,000 to be performed in geographical areas designated by the Director pursuant to § 60-4.6 of this part and in construction subcontracts in excess of \$10,000 necessary in whole or in part to the performance of nonconstruction Federal contracts and subcontracts covered under the Executive order.

Standard Federal Equal Employment Opportunity Construction Contract Specifications (Executive Order 11246).

2.3.1.1 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 Subcontinent, or the Pacific Island); 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).

2.3.1.2 Whenever the CONTRACTOR, or any subcontractor at any tier, subcontracts a portion of the work involving any construction trade, it shall physically include in each subcontract in excess of \$10,000 the provisions of these specifications and the notice which contains the applicable goals for minority and female participation and which is set forth in the solicitations from which this contract resulted.

2.3.1.3 If the CONTRACTOR is participating (pursuant to 41 CFR 60-4.5) in a Hometown Plan approved by the U. S. Department of Labor in the covered area either individually or through an association, its affirmative action obligations on all work in the Plan area (including goals and timetables) shall be in accordance with that Plan for those trades which have unions participating in the Plan. Contractors must be able to demonstrate their participation in and compliance with the provisions of any such Hometown Plan. Each CONTRACTOR or subcontractor participating in an approved Plan is individually required to comply with its obligations under the EEO clause, and to make a good faith effort to achieve each goal under the Plan in each trade in which it has employees. The overall good faith performance by other contractors or subcontractors toward a goal in an approved Plan does not excuse any covered CONTRACTOR'S or subcontractor's failure to take good faith efforts to achieve the Plan goals and timetables.

2.3.1.4 The CONTRACTOR shall implement the specific affirmative action standards provided in paragraphs 2.3.1.7.A. 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 geographic area where the contract is being performed. Goals are published periodically in the Federal Register in notice form and such notices may be obtained from any Office of Federal Contract Compliance Programs office or from Federal procurement contracting officers. The Contractor is expected to make substantially uniform progress in meeting its goals in each craft during the period specified.

2.3.1.5 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.

2.3.1.6 In order for the nonworking training hours of apprentices and trainees to be counted in meeting the goals, such apprentices and trainees must be employed by the CONTRACTOR during the training period, and the CONTRACTOR must have made a commitment to employ the apprentices and trainees at the completion of their training, subject to the availability of employment opportunities. Trainees must be trained pursuant to training programs approved by the U. S. Department of Labor.

2.3.1.7 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 therefor, 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 areas 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 compiled under 7.(b) 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 subcontractors with whom the CONTRACTOR does or anticipates doing business.

(i) Direct its recruitment efforts, both oral and written, to minority, female and community organizations, to schools with minority and female recruitment 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 41 CFR 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 nonsegregated except that separate or single-user toilet and necessary changing facilities shall be provided to assure privacy between the sexes.

(o) Document and maintain a record of all solicitations of offers for subcontracts from minority and female construction contractors and suppliers, including circulation of solicitations to minority and female contractor associations and other business associations.

(p) Conduct a review, at least annually, of all supervisors' adherence to and performance under the contractor's EEO policies and affirmative action obligations.

2.3.1.8 Contractors are encouraged to participate in voluntary associations which assist in fulfilling one or more of their affirmative action obligations 2.3.1.7.(a) 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 2.3.1.7.(a) 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 noncompliance.

- 2.3.1.9 A single goal for minorities and separate single goal for women have been established. The CONTRACTOR, however, is required to provide equal employment opportunity and to take affirmative action for all minority groups, both male and female, and all women, both minority and 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).
- 2.3.1.10 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.
- 2.3.1.11 The CONTRACTOR shall not enter into any subcontract with any person or firm debarred from government contracts pursuant to Executive Order 11246.
- 2.3.1.12 The CONTRACTOR shall carry out sections and penalties for violation of these specifications and of the Equal Opportunity Clause, including suspension, termination and cancellation of existing subcontracts as may be imposed or ordered pursuant to Executive Order 11246, as amended, and its implementing regulations, by the Office of Federal Contract Compliance Programs. Any CONTRACTOR who fails to carry out such sanctions and penalties shall be in violation of these specifications and Executive Order 11246, as amended.
- 2.3.1.13 The CONTRACTOR, in fulfilling its obligations under these specifications, shall implement specific affirmative action steps, at least as extensively as those standards prescribed in paragraph 7 of these specifications, so as to achieve maximum results from its effort 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 41 CFR 60-4.8.
- 2.3.1.14 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.
- 2.3.1.15 Nothing herein provided shall be construed as a limitation upon the application of other laws which establish different standards of compliance and 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).

3. MAINTENANCE OF RECORDS/ACCESS TO RECORDS

- 3.1.** The CONSULTANT/CONTRACTOR/VENDOR will keep and maintain adequate records and supporting documentation applicable to all of the services, work, information, expense, costs, invoices and materials provided and performed pursuant to the requirements of this agreement. Said records and documentation will be retained by the CONSULTANT/CONTRACTOR/VENDOR for a minimum of five (5) years from the date of termination of this agreement, or for such period is required by law.

- 3.2. CONSULTANT/CONTRACTOR/VENDOR shall provide, when requested, access by OWNER, the U.S. Department of Housing and Urban Development, the Comptroller General of the United States, the Chief Financial Officer of the State of Florida, the Auditor General of the State of Florida, the Florida Office of Program Policy Analysis and Government Accountability, and any of their duly authorized representatives, to any books, documents, papers, and records of the CONTRACTOR which are directly pertinent to this contract for the purpose of making audit, examination, excerpts, and transcriptions.
- 3.3. CONSULTANT/CONTRACTOR/VENDOR agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.
- 3.4. CONSULTANT/CONTRACTOR/VENDOR agrees to provide the GRANT AGENCY Administrator or his authorized representatives' access to construction or other work sites pertaining to the work being completed under the contract.
- 3.5. CONSULTANT/CONTRACTOR/VENDOR shall retain all records associated with this solicitation and any agreements that are created in response to the solicitation for a period of no less than five (5) years after final payments and all other pending matters are closed.
- 3.6. OWNER and its authorized agents shall, with reasonable prior notice, have the right to audit, inspect and copy all such records and documentation as often as OWNER deems necessary during the period of this agreement, and during the period as set forth in the paragraphs above; provided, however, such activities shall be conducted only during normal business hours of the CONSULTANT/CONTRACTOR/VENDOR and at the expense of OWNER.
4. **DHS SEAL, LOGO, AND FLAGS**
 - 4.1. The CONSULTANT/CONTRACTOR/VENDOR shall not use the DHS seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials without specific GRANT AGENCY pre-approval.
5. **LOCAL VENDOR PREFERENCE EXCLUSION:**
 - 5.1. Local Vendor Preference Ordinance has been waived for this service/purchase request and any and all references contained herein are non-applicable to this request and subsequent contract and/or purchase order(s).
6. **COMPLIANCE WITH FEDERAL LAW, REGULATIONS, and EXECUTIVE ORDERS**
 - 6.1. This is an acknowledgment that GRANT AGENCY financial assistance will be used only to fund the services requested. The CONSULTANT/CONTRACTOR/VENDOR will comply with all applicable federal law, regulations, executive orders, and GRANT AGENCY policies, procedures, and directives.
7. **NO OBLIGATION BY THE FEDERAL GOVERNMENT**
 - 7.1. The Federal Government is not a party to this solicitation and is not subject to any obligations or liabilities to the non-Federal entity, CONSULTANT/CONTRACTOR/VENDOR, or any other party pertaining to any matter resulting from the Solicitation.
8. **FRAUD and FALSE OR FRAUDULENT OR RELATED ACTS**
 - 8.1. The CONSULTANT/CONTRACTOR/VENDOR acknowledges that 31 U.S.C. Chapter 38 (Administrative Remedies for False Claims and Statements) applies to the CONSULTANT/CONTRACTOR/VENDORS actions pertaining to this solicitation.
9. **SUBCONTRACTS**

- 9.1. The selected firm must require compliance with all federal requirements of all subcontractors performing work for Prime CONSULTANT/CONTRACTOR/VENDOR under this Agreement, by including these federal requirements in all contracts with subcontractors.

10. CONFLICT OF INTEREST

- 10.1. No employee, officer, or agent may participate in the selection, award, or administration of a contract supported by a Federal award if he or she has a real or apparent conflict of interest. Such a conflict of interest would arise when the employee, officers, or agent, any member of his or her immediate family, his or her partner, or an organization which employs or is about to employ any of the parties indicated herein, has a financial or other interest in or a tangible personal benefit from a firm considered for a contract. The officers, employees, and agents of the non-Federal entity must neither solicit nor accept gratuities, favors, or anything of monetary value from CONSULTANT/CONTRACTOR/VENDORS or parties to subcontracts.

11. EMPLOYMENT ELIGIBILITY VERIFICATION SYSTEM (E-VERIFY)

- 11.1. Statutes and Executive Orders require employers to abide by the Immigration laws of the United States and to employ only individuals who are eligible to work in the United States. The Employment Eligibility Verification System (E-Verify) operated by the U.S. Department of Homeland Security (DHS) in partnership with the Social Security Administration (SSA) provides an internet-based means of verifying employment eligibility of workers in the United States; it is not a substitute for any other employment eligibility verification requirements.
- 11.2. Subcontractor requirement: CONSULTANT/CONTRACTOR/VENDOR shall require all subcontracted vendors to flow down the requirement to use E-Verify to subcontractors.
- 11.3. It shall be the CONSULTANT/CONTRACTOR/VENDOR'S responsibility to familiarize themselves with all rules and regulations governing this program.
- 11.4. For additional information regarding the Employment Eligibility Verification System (E-Verify) program visit the following caslinc.org: <http://www.dhs.gov/E-Verify>.

12. ENERGY POLICY AND CONSERVATION ACT

- 12.1. CONSULTANT/CONTRACTOR/VENDOR must follow any mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (42 U.S.C. 6201).

13. SMALL AND MINORITY BUSINESS, WOMEN'S BUSINESS ENTERPRISES, AND LABOR SURPLUS AREA FIRMS

- 13.1. CONSULTANT/CONTRACTOR/VENDOR must take all necessary steps identified in 2 C.F.R. 321(b)(1)-(5) to ensure that small and minority businesses, women's business enterprises, and labor surplus area firms are used when possible.
 - 13.1.1 Place qualified small and minority businesses and women's business enterprises on solicitation lists.
 - 13.1.2 Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources.
 - 13.1.3 Using the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce.
 - 13.1.4 Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises.
 - 13.1.5 Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises.

13.1.6 Requiring the prime CONSULTANT/CONTRACTOR/VENDOR, if subcontracts are to be let, to take the five previous affirmative steps.

14. EMPLOYMENT, TRAINING, AND CONTRACTING OPPORTUNITIES FOR LOW-INCOME PERSONS, SECTION 3 OF THE HOUSING AND URBAN DEVELOPMENT ACT OF 1968

- 14.1.** The work to be performed under this contract is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u (section 3). The purpose of section 3 is to ensure that employment and other economic opportunities generated by HUD assistance or HUD-assisted projects covered by Section 3, shall, to the greatest extent feasible, be directed to low- and very low-income persons, particularly persons who are recipients of HUD assistance for housing.
- 14.2.** The parties to this contract agree to comply with HUD's regulations in 24 CFR Part 75, which implements Section 3. As evidenced by their execution of this contract, the parties to this contract certify that they are under no contractual or other impediment that would prevent them from complying with the Part 75 regulations.
- 14.3.** The CONTRACTOR agrees to send to each labor organization or representative of workers with which the CONTRACTOR has a collective bargaining agreement or other understanding, if any, a notice advising the labor organization or workers' representative of the CONTRACTOR'S commitments under this section 3 clause and will post copies of the notice in conspicuous places at the work site where both employees and applicants for training and employment positions can see the notice. The notice shall describe the Section 3 prioritization requirements and shall state the minimum percentages of labor hour requirements established in the Benchmark Notice (FR-6085-N-04).
- 14.4.** The CONTRACTOR agrees to include this section 3 clause in every subcontract subject to compliance with regulations in 24 CFR Part 75, and agrees to take appropriate action, as provided in an applicable provision of the subcontract or in this section 3 clause, upon a finding that the subcontractor is in violation of the regulations in 24 CFR Part 75. The CONTRACTOR will not subcontract with any subcontractor where the CONTRACTOR has notice or knowledge that the subcontractor has been found in violation of the regulations in 24 CFR Part 75.
- 14.5.** Noncompliance with HUD's regulations in 24 CFR Part 75 may result in sanctions, termination of this contract for default, and debarment or suspension from future HUD assisted contracts.
- 14.6.** Contracts, subcontracts, grants, or subgrants subject to Section 7(b) of the Indian Self-Determination and Education Assistance Act (25 U.S.C. 5307(b)) or subject to tribal preference requirements as authorized under 101(k) of the Native American Housing Assistance and Self-Determination Act (25 U.S.C. 4111(k)) must provide preferences in employment, training, and business opportunities to Indians and Indian organizations, and are therefore not subject to the requirements of 24 CFR Part 75.

15. CERTIFICATION OF NON-SEGREGATED FACILITIES

- 15.1.** The CONTRACTOR certifies that it does not maintain or provide for its employees any segregated facilities at any of its establishments and does not permit its employees to perform their services at any location, under its control, where segregated facilities are maintained. The CONTRACTOR certifies further that it will not maintain or provide for its employees any segregated facilities at any of its establishments, and that it will not permit its employees to perform their services at any location, under its control, where segregated facilities are maintained. The CONTRACTOR agrees that a breach of this certification is a violation of the Equal Opportunity Clause in this contract.
- 15.2.** As used in this certification, "segregated facilities" mean any waiting rooms, work areas, rest rooms and wash rooms, restaurants, and other eating areas, time clocks, locker rooms and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing facilities which are segregated by explicit directive or are in fact segregated on the basis of race, creed, color, or national origin,

because of habit, local custom, or otherwise.

15.3. The CONTRACTOR further agrees that (except where it has obtained identical certifications from proposed subcontractors for specific time periods) it will obtain identical certifications from proposed subcontractors prior to the award of subcontracts exceeding \$10,000 which are not exempt from the provisions of the Equal Opportunity Clause; that it will retain such certifications in its files; and that it will forward the following notice to such proposed subcontractors (except where the proposed subcontractors have submitted identical certifications for specific time periods).

16. DOMESTIC PREFERENCES FOR PROCUREMENT (2 C.F.R. § 200.322)

16.1. As appropriate and to the greatest extent consistent with law, state and non-state entities should, to the greatest extent practicable under its GRANT AGENCY award, provide a preference for the purchase of goods, products or materials produced in the United States (including but not limited to iron, aluminum, steel, cement and other manufactured products). The requirements of this section must be included in all subawards including all contracts and purchase orders for work or products under this award. 2 C.F.R. § 200.322 also provides specific definitions for “Produced in the United States” and “manufactured products” that states should review.

17. PROHIBITION ON CONTRACTING FOR COVERED TELECOMMUNICATIONS OR SERVICES (2 C.F.R. § 200.216)

17.1. 2 C.F.R. § 200.216 prohibits state and non-state entities from obligating or expending loan or grant funds to procure or obtain, extend or renew a contract to procure or obtain, or enter into a contract (or extend or renew a contract) to procure or obtain, equipment, services, or systems that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as a critical technology as part of any system as identified in Section 889 of the John S. McCain National Defense Authorization Act for Fiscal Year 2019 (FY 2019 NDAA), Pub. L. No. 115-232 (2018) and 2 C.F.R. §§ 200.216, 200.327, 200.471, and Appendix II to 2 C.F.R. Part 200. See Prohibitions on Expending GRANT AGENCY Award Funds for Covered Telecommunications Equipment or Services- Interim Policy for additional information.

18. TERMINATION

18.1. MATERIAL BREACH A CONTRACTOR may be Terminated for Cause by OWNER , at the sole discretion of the Procurement Management Director, for failing to perform a contractual requirement or for a material breach of any term or condition. A material breach of a term or condition of the Agreement may include but is not limited to: 1. CONTRACTOR failure to perform services or deliver materials, supplies, or equipment by the date required or by an alternate date as mutually agreed in a written amendment to the Agreement; 2. CONTRACTOR failure to carry out any warranty or fails to perform or comply with any mandatory provision of the Agreement; 3. CONTRACTOR becomes insolvent or in an unsound financial condition so as to endanger performance hereunder; 4. CONTRACTOR becomes the subject of any proceeding under any law relating to bankruptcy, insolvency or reorganization, or relief from creditors and/or debtors that endangers the CONTRACTOR's proper performance hereunder; 5. Appointment of any receiver, trustee, or similar official for CONTRACTOR or any of the CONTRACTOR's property and such appointment endangers the CONTRACTOR's proper performance hereunder; 6. A determination that the CONTRACTOR is in violation of federal, state, or local laws or regulations and that such determination renders the CONTRACTOR unable to perform any aspect of the Agreement.

18.2. OPPORTUNITY TO CURE In the event that CONTRACTOR fails to perform a contractual requirement or materially breaches any term or condition, OWNER may issue a written cure notice. The CONTRACTOR may have a period of time in which to cure. OWNER is not required to allow the CONTRACTOR to cure defects if the opportunity for cure is not feasible as, determined solely within the discretion of OWNER . Time allowed for cure shall not diminish or eliminate CONTRACTOR's liability for damages, or otherwise affect any other remedies available against CONTRACTOR under the Agreement or by law. If the breach remains after CONTRACTOR has been provided the opportunity to cure, OWNER may do any one or more of the

following: 1. Exercise any remedy provided by law; 2. Terminate this Agreement and any related contracts or portions thereof; 3. Procure replacements and impose damages as set forth elsewhere in this Agreement, if applicable; 4. Impose actual or liquidated damages; 5. Suspend or bar CONTRACTOR from receiving future solicitations or other opportunities; 6. Require CONTRACTOR to reimburse OWNER for any loss or additional expense incurred as a result of default or failure to satisfactorily perform the terms of the Agreement.

18.3. TERMINATION FOR CAUSE In the event the Procurement Management Director, in his/her sole discretion, determines that the CONTRACTOR has failed to comply with the conditions of this Agreement in a timely manner or is in material breach, the Procurement Management Director has the right to terminate this Agreement, in part or in whole. The Procurement Management Director shall notify the CONTRACTOR in writing of the need to take corrective action. If corrective action is not taken within thirty (30) calendar days or as otherwise specified by the Procurement Management Director, or if such corrective action is deemed by OWNER to be insufficient, the Agreement may be terminated. OWNER reserves the right to withhold further payments or prohibit the CONTRACTOR from incurring additional obligations of funds during investigation of the alleged breach and pending corrective action by the CONTRACTOR or a decision by OWNER to terminate the Agreement. In the event of termination, OWNER shall have the right to procure any replacement materials, supplies, services and/or equipment that are the subject of this Agreement on the open market. In addition, the CONTRACTOR shall be liable for damages as authorized by law including, but not limited to, any price difference between the original Agreement and the replacement or cover contract and all administrative costs directly related to the replacement contract, e.g., cost of the competitive bidding, mailing, advertising and staff time. If it is determined that: (1) the CONTRACTOR was not in material breach; or (2) failure to perform was outside of CONTRACTOR's or its subcontractor's control, fault or negligence, the termination shall be deemed to be a "Termination for Convenience." The rights and remedies of OWNER provided in this Agreement are not exclusive and are in addition to any other rights and remedies provided by law.

18.4. TERMINATION FOR CONVENIENCE Except as otherwise provided in this Agreement, OWNER, at the sole discretion of the Procurement Management Director, may terminate this Agreement, in whole or in part by giving thirty (30) calendar days written notice beginning on the second day after mailing to the CONTRACTOR. If this Agreement is so terminated, OWNER shall be liable only for payment required under this Agreement for properly authorized services rendered, or materials, supplies and/or equipment delivered to and accepted by OWNER prior to the effective date of Agreement termination. OWNER shall have no other obligation whatsoever to the CONTRACTOR for such termination.

19. SUSPENSION AND DEBARMENT

19.1. This contract is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such the CONSULTANT/CONTRACTOR/VENDOR is required to verify that none of the CONSULTANT/CONTRACTOR/VENDOR, its principals (defined at 2 C.F.R. § 180.995), or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. §180.935).

19.2. The CONSULTANT/CONTRACTOR/VENDOR must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.

19.3. This certification is a material representation of fact relied upon by the awarded CONSULTANT/CONTRACTOR/VENDOR. If it is later determined that the CONSULTANT/CONTRACTOR/VENDOR did not comply with 2 C.F.R. pt.180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to OWNER, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.

19.4. The CONSULTANT/CONTRACTOR/VENDOR agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C while this offer is valid and throughout the period of any contract

that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

20. RECOVERED MATERIALS

20.1. In the performance of this contract, the CONSULTANT/CONTRACTOR/VENDOR shall make maximum use of products containing recovered material that are EPA-designated items unless the product cannot be acquired:

- Competitively within a timeframe providing for compliance with the contract performance schedule;
- Meeting contract performance requirements; or
- At a reasonable price.

20.2. Information about this requirement is available EPA'S Comprehensive Procurement Guidelines web site, <http://www.epa.gov/cpg/> The list of EPA- designate items is available at <http://www.epa.gov/cpg/products/htm>

21. OTHER REMEDIES AND RIGHTS

21.1. Pursuing any of the above remedies will not keep OWNER from pursuing any other rights or remedies, which may be otherwise available under law or in equity. If OWNER waives any right or remedy in this Agreement or fails to insist on strict performance by the CONSULTANT/CONTRACTOR/VENDOR, it will not affect, extend or waive any other right or remedy of OWNER, or affect the later exercise of the same right or remedy by OWNER for any other default by the CONSULTANT/CONTRACTOR/VENDOR.

21.2. Unless otherwise provided by the Contract, all claims, counterclaims, disputes and other matters in question between OWNER and the CONSULTANT/CONTRACTOR/VENDOR arising out of or relating to the Agreement between the parties, or the breach of it, that cannot be resolved by and between the parties after conferring in good faith, will be decided by a court of competent jurisdiction pursuant to Florida law. If such dispute is in state court, venue shall be in the Twentieth Judicial Circuit Court in and for Owner, Florida. If in federal court, venue shall be in the U.S. District Court for the Middle District of Florida, Ft. Myers Division.

22. SPECIAL CONDITIONS PERTAINING TO HAZARDS, SAFETY STANDARDS AND ACCIDENT PREVENTION

22.1. Lead-Based Paint Hazards

The construction or rehabilitation of residential structures is subject to the HUD Lead-Based Paint regulations, 24 CFR Part 35. The Contractor and subcontractors shall comply with the provisions for the elimination of lead-based paint hazards under Subpart B of said regulations. The Owner will be responsible for the inspections and certifications required under Section 35.14 (f) thereof.

22.2. Use of Explosives

When the use of explosives is necessary for the prosecution of the work, the Contractor shall observe all local, state and federal laws in purchasing and handling explosives. The Contractor shall take all necessary precaution to protect completed work, neighboring property, water lines, or other underground structures. Where there is danger to structures or property from blasting, the charges shall be reduced and the material shall be covered with suitable timber, steel or rope mats.

The Contractor shall notify all owners of public utility property of intention to use explosives at least 8 hours before blasting is done close to such property. Any supervision or direction of use of explosives by the engineer does not in any way reduce the responsibility of the Contractor or his Surety for damages that may be caused by such use.

22.3. Danger Signals and Safety Devices

The Contractor shall make all necessary precautions to guard against damages to property and injury to persons. He shall put up and maintain in good condition, sufficient red or warning lights at night, suitable barricades and other devices necessary to protect the public. In case the Contractor fails or neglects to take such

precautions, the Owner may have such lights and barricades installed and charge the cost of this work to the Contractor. Such action by the Owner does not relieve the Contractor of any liability incurred under these specifications or contract.

23. CONTRACT WORK HOURS & SAFETY STANDARDS (40 U.S.C. 3701-3708)

- 23.1.** Overtime requirements. No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.
- 23.2.** Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph (1) of this section the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (1) of this section, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (1) of this section.
- 23.3.** Withholding for unpaid wages and liquidated damages. The State of Florida Division of Emergency Management shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (2) of this section.
- 23.4.** Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (1) through (4) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (1) through (4) of this section.

24. CLEAN AIR ACT

- 24.1.** The contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 et seq.
- 24.2.** The contractor agrees to report each violation to the GRANT AGENCY and the Regional Office of the Environmental Protection Agency and understands and agrees that the GRANT AGENCY and the Regional Office of the Environmental Protection Agency will, in turn, report each violation as required to assure notification to OWNER, Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.
- 24.3.** The CONTRACTOR agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by GRANT AGENCY.

25. FEDERAL WATER POLLUTION CONTROL ACT

- 25.1.** The CONTRACTOR agrees to comply with all applicable standards, orders or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq.

- 25.2. The CONTRACTOR agrees to report each violation to the GRANT AGENCY and the Regional Office of the Environmental Protection Agency and understands and agrees that the GRANT AGENCY and the Regional Office of the Environmental Protection Agency will, in turn, report each violation as required to assure notification to OWNER, Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.
- 25.3. The CONTRACTOR agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by GRANT AGENCY.

26. BYRD ANTI-LOBBYING AMENDMENT

- 26.1. CONSULTANT/CONTRACTOR/VENDORS who apply or bid for an award of \$100,000 or more shall file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Each tier shall also disclose any lobbying with nonfederal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the recipient.

27. CIVIL RIGHTS ACT OF 1964

- 27.1. CONTRACTORS agree that Under Title VI of the Civil Rights Act of 1964, no person shall, on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance.

28. SECTION 109 OF THE HOUSING AND COMMUNITY DEVELOPMENT ACT OF 1974

- 28.1. CONTRACTOR agrees that no person in the United States shall on the grounds of race, color, national origin or sex be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity funded in whole or in part with funds made available under the program.

29. SECTION 503 OF THE REHABILITATION ACT OF 1973

- 29.1. The CONTRACTOR will not discriminate against any employee or applicant for employment because of physical or mental disability in regard to any position for which the employee or applicant for employment is qualified. The CONTRACTOR agrees to take affirmative action to employ and advance in employment individuals with disabilities, and to treat qualified individuals without discrimination on the basis of their physical or mental disability in all employment practices, including the following:

- 29.1.1. Recruitment, advertising, and job application procedures;
- 29.1.2. Hiring, upgrading, promotion, award of tenure, demotion, transfer, layoff, termination, right of return from layoff and rehiring;
- 29.1.3. Rates of pay or any other form of compensation and changes in compensation;
- 29.1.4. Job assignments, job classifications, organizational structures, position descriptions, lines of progression, and seniority lists;
- 29.1.5. Leaves of absence, sick leave, or any other leave;
- 27.1.5. Fringe benefits available by virtue of employment, whether or not administered by the CONTRACTOR;
- 27.1.6. Selection and financial support for training, including apprenticeship, professional meetings,

conferences, and other related activities, and selection for leaves of absence to pursue training;

27.1.7. Activities sponsored by the Contractor including social or recreational programs;

27.1.8. Any other term, condition, or privilege of employment.

29.2. The Contractor agrees to comply with the rules, regulations, and relevant orders of the Secretary of Labor issued pursuant to the Act.

29.3. In the event of the Contractor's noncompliance with the requirements of this clause, actions for noncompliance may be taken in accordance with the rules, regulations, and relevant orders of the Secretary of Labor issued pursuant to the Act.

29.4. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices in a form to be prescribed by the Director, Office of Federal Contract Compliance Programs, provided by or through the contracting officer. Such notices shall state the rights of applicants and employees as well as the Contractor's obligation under the law to take affirmative action to employ and advance in employment qualified employees and applicants with disabilities. The CONTRACTOR must ensure that applicants or employees with disabilities are provided the notice in a form that is accessible and understandable to the individual applicant or employee (e.g., providing Braille or large print versions of the notice, or posting a copy of the notice at a lower height for easy viewing by a person using a wheelchair). With respect to employees who do not work at a physical location of the CONTRACTOR, a CONTRACTOR will satisfy its posting obligations by posting such notices in an electronic format, provided that the CONTRACTOR provides computers, or access to computers, that can access the electronic posting to such employees, or the CONTRACTOR has actual knowledge that such employees otherwise are able to access the electronically posted notices. Electronic notices for employees must be posted in a conspicuous location and format on the company's intranet or sent by electronic mail to employees. An electronic posting must be used by the CONTRACTOR to notify job applicants of their rights if the CONTRACTOR utilizes an electronic application process. Such electronic applicant notice must be conspicuously stored with, or as part of, the electronic application.

29.5. The Contractor will notify each labor organization or representative of workers with which it has a collective bargaining agreement or other contract understanding, that the Contractor is bound by the terms of Section 503 of the Rehabilitation Act of 1973, and is committed to take affirmative action to employ and advance in employment, and shall not discriminate against, individuals with physical or mental disabilities.

29.6. The Contractor will include the provisions of this clause in every subcontract or purchase order of \$10,000 or more unless exempted by rules, regulations, or orders of the Secretary issued pursuant to Section 503 of the Act, so that such provisions will be binding upon each subcontractor or vendor. The Contractor will take such action with respect to any subcontract or purchase order as the Director of the Office of Federal Contract Compliance Programs may direct to enforce such provisions, including action for noncompliance.

29.7. The CONTRACTOR must, 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 and will not be discriminated against on the basis of disability.

30. SECTION 504 OF THE REHABILITATION ACT OF 1973

30.1. CONTRACTORS agree that no otherwise qualified individual with disabilities shall, solely by reason of his disability, be denied the benefits, or be subjected to discrimination including discrimination in employment, any program or activity that receives the benefits from the Assistance.

31. AGE DISCRIMINATION ACT OF 1975

31.1. The Contractor shall comply with the provisions of the Age Discrimination Act of 1975. No person in the

United States shall, on the basis of age, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under, any program or activity receiving federal financial assistance.

32. VIETNAM ERA VETERANS' READJUSTMENT ACT OF 1974, SECTION 402

32.1. The Contractor shall comply with the provisions of the Vietnam Era Veterans' Readjustment Assistance Act of 1974, Section 402, as amended. Section 402 prohibits job discrimination and requires affirmative action to employ and advance in employment qualified Vietnam Era Veterans and qualified special disabled veterans.

33. CHANGES

33.1. Modifications to alter the method, price, or schedule of the work for any reason shall be completed following the terms and provisions of the associated contract documents. No changes to the contract documents or the performance provided shall be made unless the same are in writing and signed by both the CONSULTANT/CONTRACTOR/VENDOR and OWNER.

34. COPYRIGHT AND DATA RIGHTS

34.1. CONSULTANT/CONTRACTOR/VENDOR grant to OWNER, a paid-up, royalty-free, nonexclusive, irrevocable, worldwide license in data first produced in the performance of this contract to reproduce, publish, or otherwise use, including prepare derivative works, distribute copies to the public, and perform publicly and display publicly such data. For data required by the contract but not first produced in the performance of this contract, the CONSULTANT/CONTRACTOR/VENDOR will identify such data and grant to OWNER or acquires on its behalf a license of the same scope as for data first produced in the performance of this contract. Data, as used herein, shall include any work subject to copyright under 17 U.S.C. 102, for example, any written reports or literary works, software and/or source code, music, choreography, pictures or images, graphics, sculptures, videos, motion pictures or other audiovisual works, sound and/or video recordings, and architectural works. Upon or before the completion of this contract, the CONSULTANT/CONTRACTOR/VENDOR will deliver to OWNER data first produced in the performance of this contract and data required by the contract but not first produced in the performance of this contract in formats acceptable by OWNER.

35. FEDERAL LABOR STANDARDS

35.1. Applicability

i. Minimum wages and fringe benefits

All laborers and mechanics employed or working upon the site of the Work (or under the United States Housing Act of 1937 or under the Housing Act of 1949 in the construction or development of the project), will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act (29 C.F.R. part 3)), the full amount of wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the CONTRACTOR and such laborers and mechanics. Contributions made or costs reasonably anticipated for bona fide fringe benefits under section 1(b)(2) of the Davis - Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of paragraph (1)(iv) of this section; also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period. Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification of work actually performed, without regard to skill, except as provided in 29 C.F.R. Part 5.5(a)(4). Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein; provided, that the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The

wage determination (including any additional classifications and wage rates conformed under paragraph (a)(ii) of this section) and the Davis-Bacon poster (WH-1321) shall be Posted at all times by the CONTRACTOR and its sub- CONTRACTORS at the site of the work in a prominent and accessible place where it can be easily seen by the workers.

ii. Frequently recurring classifications

(A) In addition to wage and fringe benefit rates that have been determined to be prevailing under the procedures set forth in 29 CFR part 1, a wage determination may contain, pursuant to § 1.3(f), wage and fringe benefit rates for classifications of laborers and mechanics for which conformance requests are regularly submitted pursuant to 29 CFR 5.5(a)(1)(iii), provided that:

1. The work performed by the classification is not performed by a classification in the wage determination for which a prevailing wage rate has been determined;
2. The classification is used in the area by the construction industry; and
3. The wage rate for the classification bears a reasonable relationship to the prevailing wage rates contained in the wage determination.

(B) The Administrator will establish wage rates for such classifications in accordance with 29 CFR 5.5(a)(1)(iii)(A)(3). Work performed in such a classification must be paid at no less than the wage and fringe benefit rate listed on the wage determination for such classification.

iii. Conformance

(A) The Contracting Officer shall require that any class of laborers or mechanics, including helpers, which is not listed in the wage determination and which is to be employed under the Contract shall be classified in conformance with the wage determination. The Contracting Officer shall approve an additional classification and wage rate and fringe benefits therefore only when the following criteria have been met:

1. The work to be performed by the classification requested is not performed by a classification in the wage determination; and
2. The classification is utilized in the area by the construction industry; and
3. The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination; and

(B) The conformance process may not be used to split, subdivide, or otherwise avoid application of classifications listed in the wage determination.

(C) If the CONTRACTOR and the laborers and mechanics to be employed in the classification (if known), or their representatives, and the Contracting Officer agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken shall be sent by the Contracting Officer by email to DBAconformance@dol.gov. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise the Contracting Officer or will notify the Contracting Officer within the 30-day period that additional time is necessary.

(D) In the event the CONTRACTOR, the laborers or mechanics to be employed in the classification or their representatives, and the Contracting Officer do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), the Contracting Officer will, by email to DBAconformance@dol.gov, refer the questions, including the views of all interested parties and the recommendation of the Contracting Officer, to the Administrator for determination. The Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise the Contracting Officer or will notify the Contracting Officer within the 30-day period that additional time is necessary.

(E) The Contracting Officer must promptly notify the CONTRACTOR of the action taken by the Wage and Hour Division under 29 CFR 5.5 (a)(1)(iii)(C) and (D). The CONTRACTOR must furnish a written copy of such determination to each affected worker or it must be posted as a part of the wage determination. The wage rate (including fringe benefits where appropriate) determined pursuant to 29 CFR 5.5 (a)(1)(iii)(C) or (D) must be paid to all workers performing Work in the classification under the Contract from the first day on which Work is performed in the classification.

iv. Fringe benefits not expressed as an hourly rate

Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the contractor may either pay the benefit as stated in the wage determination or may pay another bona fide fringe benefit or an hourly cash equivalent thereof.

v. Unfunded plans

If the contractor does not make payments to a trustee or other third person, the contractor may consider as part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program, Provided, That the Secretary of Labor has found, upon the written request of the contractor, in accordance with the criteria set forth in 29 CFR 5.28, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the contractor to set aside in a separate account assets for the meeting of obligations under the plan or program.

vi. Interest

In the event of a failure to pay all or part of the wages required by the contract, the contractor will be required to pay interest on any underpayment of wages.

35.2. Withholding

i. Withholding requirements

LCBOCC may, upon its own action, or must, upon written request of an authorized representative of the Department of Labor, withhold or cause to be withheld from the contractor so much of the accrued payments or advances as may be considered necessary to satisfy the liabilities of the prime contractor or any subcontractor for the full amount of wages and monetary relief, including interest, required by the clauses set forth in 29 CFR 5.5(a) for violations of this contract, or to satisfy any such liabilities required by any other Federal contract, or federally assisted contract subject to Davis-Bacon labor standards, that is held by the same prime contractor (as defined in 29 CFR 5.2). The necessary funds may be withheld from the contractor under this contract, any other Federal contract with the same prime contractor, or any other federally assisted contract that is subject to Davis-Bacon labor standards requirements and is held by the same prime contractor, regardless of whether the other contract was awarded or assisted by the same agency, and such funds may be used to satisfy the contractor liability for which the funds were withheld. In the event of a contractor's failure to pay any laborer or mechanic, including any apprentice or helper working on the site of the work (or otherwise working in construction or development of the project under a development statute) all or part of the wages required by the contract, or upon the contractor's failure to submit the required records as discussed in 29 CFR 5.5(a)(3)(iv), LCBOCC may on its own initiative and after written notice to the contractor, sponsor, applicant, owner, or other entity, as the case may be, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased.

ii. Priority to withheld funds

The Department has priority to funds withheld or to be withheld in accordance with 29 CFR 5.5(a)(2)(i) or (b)(3)(i), or both, over claims to those funds by:

- A. A contractor's surety(ies), including without limitation performance bond sureties and payment bond sureties;
- B. A contracting agency for its procurement costs;
- C. A trustee(s) (either a court-appointed trustee or a U.S. trustee, or both) in bankruptcy of a contractor, or a contractor's bankruptcy estate;
- D. A contractor's assignee(s);
- E. A contractor's successor(s); or
- F. A claim asserted under the Prompt Payment Act, 31 U.S.C. 3901-3907.

35.3. Payrolls and basic records

i. Basic Record Requirements

- A. Length of record retention.** All regular payrolls and other basic records must be maintained by the contractor and any subcontractor during the course of the work and preserved for all laborers and mechanics working at the site of the work (or otherwise working in construction or development of

the project under a development statute) for a period of at least 3 years after all the work on the prime contract is completed.

- B. Information required** Such records must contain the name; Social Security number; last known address, telephone number, and email address of each such worker; each worker's correct classification(s) of work actually performed; hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in 40 U.S.C. 3141(2)(B) of the Davis-Bacon Act); daily and weekly number of hours actually worked in total and on each covered contract; deductions made; and actual wages paid.
- C. Additional records relating to fringe benefits.** Whenever the Secretary of Labor has found under 29 CFR 5.5(a)(1)(v) that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in 40 U.S.C. 3141(2)(B) of the Davis-Bacon Act, the contractor must maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits.
- D. Additional records relating to apprenticeship** Contractors with apprentices working under approved programs must maintain written evidence of the registration of apprenticeship programs, the registration of the apprentices, and the ratios and wage rates prescribed in the applicable programs.

ii. Certified payroll requirements

- A. Frequency and method of submission** The contractor or subcontractor must submit weekly, for each week in which any DBA- or Related Acts-covered work is performed, certified payrolls to HUD if the agency is a party to the contract, but if the agency is not such a party, the contractor will submit the certified payrolls to the applicant, sponsor, owner, or other entity, as the case may be, that maintains such records, for transmission to HUD. The prime contractor is responsible for the submission of all certified payrolls by all subcontractors. A contracting agency or prime contractor may permit or require contractors to submit certified payrolls through an electronic system, as long as the electronic system requires a legally valid electronic signature; the system allows the contractor, the contracting agency, and the Department of Labor to access the certified payrolls upon request for at least 3 years after the work on the prime contract has been completed; and the contracting agency or prime contractor permits other methods of submission in situations where the contractor is unable or limited in its ability to use or access the electronic system
- B. Information required** The certified payrolls submitted must set out accurately and completely all of the information required to be maintained under 29 CFR 5.5(a)(3)(i)(B), except that full Social Security numbers and last known addresses, telephone numbers, and email addresses must not be included on weekly transmittals. Instead, the certified payrolls need only include an individually identifying number for each worker (e.g., the last four digits of the worker's Social Security number). The required weekly certified payroll information may be submitted using Optional Form WH-347 or in any other format desired. Optional Form WH-347 is available for this purpose from the Wage and Hour Division Web site at <https://www.dol.gov/sites/dolgov/files/WHD/legacy/files/wh347.pdf> or its successor caslinc.org. It is not a violation of this section for a prime contractor to require a subcontractor to provide full Social Security numbers and last known addresses, telephone numbers, and email addresses to the prime contractor for its own records, without weekly submission by the subcontractor to the sponsoring government agency (or the applicant, sponsor, owner, or other entity, as the case may be, that maintains such records).
- C. Statement of Compliance.** Each payroll submitted shall be accompanied by a "Statement of Compliance," signed by the CONTRACTOR or sub- CONTRACTOR or the contractor's or subcontractor's agent who pays or supervises the payment of the persons employed under the Contract and shall certify the following:
 - 1. That the payroll for the payroll period contains the information required to be provided under section 29 CFR 5.5(a)(3)(ii), the appropriate information and basic records are being maintained under 29 CFR 5.5 (a)(3)(i), and such information and records are correct and complete;

2. That each laborer or mechanic (including each helper, apprentice, and trainee employed on the Contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in Regulations, 29 C.F.R. part 3;
 3. That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification(s) of Work actually performed, as specified in the applicable wage determination incorporated into the Contract.
- D. Use of Optional Form WH-347.** The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 shall satisfy the requirement for submission of the "Statement of Compliance" required by 29 CFR 5.5(a)(3)(ii)(C).
- E. Signature** The signature by the contractor, subcontractor, or the contractor's or subcontractor's agent must be an original handwritten signature or a legally valid electronic signature.
- F. Falsification** The falsification of any of the above certifications may subject the contractor or subcontractor to civil or criminal prosecution under 18 U.S.C. 1001 and 31 U.S.C. 3729.
- G. Length of certified payroll retention** The contractor or subcontractor must preserve all certified payrolls during the course of the work and for a period of 3 years after all the work on the prime contract is completed.
- iii. Contracts, subcontracts, and related documents** The contractor or subcontractor must maintain this contract or subcontract and related documents including, without limitation, bids, proposals, amendments, modifications, and extensions. The contractor or subcontractor must preserve these contracts, subcontracts, and related documents during the course of the work and for a period of 3 years after all the work on the prime contract is completed.
- iv. Required disclosures and access**
- A. Required record disclosures and access to workers** The contractor or subcontractor must make the records required under 29 CFR 5.5(a)(3)(i)–(iii), and any other documents that HUD or the Department of Labor deems necessary to determine compliance with the labor standards provisions of any of the applicable statutes referenced by 29 CFR 5.1, available for inspection, copying, or transcription by authorized representatives of HUD or the Department of Labor, and must permit such representatives to interview workers during working hours on the job.
- B. Sanctions for non-compliance with records and worker access requirements** If the contractor or subcontractor fails to submit the required records or to make them available, or refuses to permit worker interviews during working hours on the job, the Federal agency may, after written notice to the contractor, sponsor, applicant, owner, or other entity, as the case may be, that maintains such records or that employs such workers, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available, or to permit worker interviews during working hours on the job, may be grounds for debarment action pursuant to 29 CFR 5.12. In addition, any contractor or other person that fails to submit the required records or make those records available to WHD within the time WHD requests that the records be produced will be precluded from introducing as evidence in an administrative proceeding under 29 CFR part 6 any of the required records that were not provided or made available to WHD. WHD will take into consideration a reasonable request from the contractor or person for an extension of the time for submission of records. WHD will determine the reasonableness of the request and may consider, among other things, the location of the records and the volume of production.
- C. Required information disclosures** Contractors and subcontractors must maintain the full Social Security number and last known address, telephone number, and email address of each covered worker, and must provide them upon request to HUD if the agency is a party to the contract, or to the Wage and Hour Division of the Department of Labor. If the Federal agency is not such a party to the contract, the contractor, subcontractor, or both, must, upon request, provide the full Social Security number and last known address, telephone number, and email address of each covered worker to the applicant, sponsor, owner, or other entity, as the case may be, that maintains such records, for transmission to HUD, the contractor, or the Wage and Hour Division of the Department of Labor for purposes of an investigation or other compliance action.

35.4. Apprentices and equal employment opportunity

i. Apprentices.

- A. Rate of pay** Apprentices will be permitted to work at less than the predetermined rate for the work they perform when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Office of Apprenticeship (OA), or with a State Apprenticeship Agency recognized by the OA. A person who is not individually registered in the program, but who has been certified by the OA or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice, will be permitted to work at less than the predetermined rate for the work they perform in the first 90 days of probationary employment as an apprentice in such a program. In the event the OA or a State Apprenticeship Agency recognized by the OA withdraws approval of an apprenticeship program, the contractor will no longer be permitted to use apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.
- B. Fringe benefits** Apprentices must be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator determines that a different practice prevails for the applicable apprentice classification, fringe benefits must be paid in accordance with that determination.
- C. Apprenticeship ratio** The allowable ratio of apprentices to journey workers on the job site in any craft classification must not be greater than the ratio permitted to the contractor as to the entire work force under the registered program or the ratio applicable to the locality of the project pursuant to 29 CFR 5.5(a)(4)(i)(D). Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated in 29 CFR 5.5(a)(4)(i)(A), must be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under this section must be paid not less than the applicable wage rate on the wage determination for the work actually performed.
- D. Reciprocity of ratios and wage rates** Where a contractor is performing construction on a project in a locality other than the locality in which its program is registered, the ratios and wage rates (expressed in percentages of the journey worker's hourly rate) applicable within the locality in which the construction is being performed must be observed. If there is no applicable ratio or wage rate for the locality of the project, the ratio and wage rate specified in the contractor's registered program must be observed.

- ii. Equal employment opportunity** - The utilization of apprentices and journey worker under this part shall be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended, and 29 C.F.R. part 30.

35.5. Compliance with Copeland Act requirements. The CONTRACTOR shall comply with the requirements of 29 CFR part 3, which are incorporated by reference in the Contract.

35.6. Subcontracts. The CONTRACTOR or sub- CONTRACTOR must insert in any subcontracts the clauses contained in 29 CFR 5.5(a)(1) through (11), along with the applicable wage determination(s) and such other clauses or contract modifications as the U.S. Department of Housing and Urban Development may by appropriate instructions require, and a clause requiring the subcontractors to include these clauses and wage determination(s) in any lower tier subcontracts. The prime contractor is responsible for the compliance by any subcontractor or lower tier subcontractor with all the contract clauses in this section. In the event of any violations of these clauses, the prime contractor and any subcontractor(s) responsible will be liable for any unpaid wages and monetary relief, including interest from the date of the underpayment or loss, due to any workers of lower-tier subcontractors, and may be subject to debarment, as appropriate.

35.7. Contract termination: debarment. A breach of the Contract clauses in 29 CFR 5.5 may be grounds for termination of the Contract, and for debarment as a CONTRACTOR and a sub- CONTRACTOR as provided in 29 CFR 5.12.

35.8. Disputes concerning labor standards. Disputes arising out of the labor standards provisions of the Contract shall not be subject to the general disputes clause of the Contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR parts 5, 6, and 7. Disputes within the meaning of this clause include disputes between the CONTRACTOR (or any of its sub-CONTRACTORS) and the Contracting agency, the U.S. Department of Labor, or the employees or their representatives.

35.9. Certification of eligibility

- i. By entering into the Contract, the CONTRACTOR certifies that neither it nor any person or firm who has an interest in the CONTRACTOR's firm is a person or firm ineligible to be awarded Government Contracts by virtue of 40 U.S.C. 3144(b) or 29 CFR 5.12(a).
- ii. No part of the Contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of 40 U.S.C. 3144(b) or 29 CFR 5.12(a)
- iii. The penalty for making false statements is prescribed in the U.S., Title 18 Crimes and Criminal Procedure, 18U.S.C. 1001.

35.10. Anti-retaliation. It is unlawful for any person to discharge, demote, intimidate, threaten, restrain, coerce, blacklist, harass, or in any other manner discriminate against, or to cause any person to discharge, demote, intimidate, threaten, restrain, coerce, blacklist, harass, or in any other manner discriminate against, any worker or job applicant for:

- i. By Notifying any contractor of any conduct which the worker reasonably believes constitutes a violation of the DBA, Related Acts, or 29 CFR parts 1, 3, or 5;
- ii. Filing any complaint, initiating or causing to be initiated any proceeding, or otherwise asserting or seeking to assert on behalf of themselves or others any right or protection under the DBA, Related Acts, or 29 CFR parts 1, 3, or 5;
- iii. Cooperating in any investigation or other compliance action, or testifying in any proceeding under the DBA, Related Acts, or 29 CFR parts 1, 3, or 5; or
- iv. Informing any other person about their rights under the DBA, Related Acts, or 29 CFR parts 1, 3, or 5.

36. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT (CWHSSA)

36.1. Overtime requirements. No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

36.2. Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in 29 CFR 5.5(b)(1) the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages and interest from the date of the underpayment. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchpersons and guards, employed in violation of the clause set forth in 29 CFR 5.5(b)(1), in the sum of \$31 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in 29 CFR 5.5(b)(1).

36.3. Withholding for unpaid wages and liquidated damages

- i. **Withholding process** The U.S Department of Housing and Urban Development or the recipient of Federal assistance may, upon its own action, or must, upon written request of an authorized representative of the Department of Labor, withhold or cause to be withheld from the contractor so much of the accrued payments or advances as may be considered necessary to satisfy the liabilities of the prime contractor or any subcontractor for any unpaid wages; monetary relief, including interest; and liquidated damages required by the clauses set forth in 29 CFR 5.5(b) on this contract, any other Federal contract with the same prime contractor, or any other federally assisted contract subject to the Contract Work Hours and Safety Standards Act that is held by the same prime contractor (as defined in 29 CFR 5.2). The necessary funds may be withheld from the contractor under this contract, any other Federal contract with the same prime contractor, or any other federally assisted contract that is subject to the Contract Work Hours and

Safety Standards Act and is held by the same prime contractor, regardless of whether the other contract was awarded or assisted by the same agency, and such funds may be used to satisfy the contractor liability for which the funds were withheld.

- ii. **Priority to withheld funds** The Department has priority to funds withheld or to be withheld in accordance with 29 CFR 5.5(a)(2)(i) or (b)(3)(i), or both, over claims to those funds by:
 - A. A contractor's surety(ies), including without limitation performance bond sureties and payment bond sureties;
 - B. A contracting agency for its reprourement costs;
 - C. A trustee(s) (either a court-appointed trustee or a U.S. trustee, or both) in bankruptcy of a contractor, or a contractor's bankruptcy estate;
 - D. A contractor's assignee(s);
 - E. A contractor's successor(s); or
 - F. A claim asserted under the Prompt Payment Act, 31 U.S.C. 3901-3907.

36.4. Subcontracts. The contractor or subcontractor must insert in any subcontracts the clauses set forth in 29 CFR 5.5(b)(1) through (5) and a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor is responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in 29 CFR 5.5(b)(1) through (5). In the event of any violations of these clauses, the prime contractor and any subcontractor(s) responsible will be liable for any unpaid wages and monetary relief, including interest from the date of the underpayment or loss, due to any workers of lower-tier subcontractors, and associated liquidated damages and may be subject to debarment, as appropriate.

36.5. Anti-retaliation It is unlawful for any person to discharge, demote, intimidate, threaten, restrain, coerce, blacklist, harass, or in any other manner discriminate against, or to cause any person to discharge, demote, intimidate, threaten, restrain, coerce, blacklist, harass, or in any other manner discriminate against, any worker or job applicant for:

- i. Notifying any contractor of any conduct which the worker reasonably believes constitutes a violation of the Contract Work Hours and Safety Standards Act (CWHSSA) or its implementing regulations in 29 CFR part 5;
- ii. Filing any complaint, initiating or causing to be initiated any proceeding, or otherwise asserting or seeking to assert on behalf of themselves or others any right or protection under CWHSSA or 29 CFR part 5;
- iii. Cooperating in any investigation or other compliance action, or testifying in any proceeding under CWHSSA or 29 CFR part 5; or
- iv. Informing any other person about their rights under CWHSSA or 29 CFR part 5.

36.6. CWHSSA required records clause In addition to the clauses contained in 29 CFR 5.5(b), in any contract subject only to the Contract Work Hours and Safety Standards Act and not to any of the other laws referenced by 29 CFR 5.1, the Agency Head must cause or require the contracting officer to insert a clause requiring that the contractor or subcontractor must maintain regular payrolls and other basic records during the course of the work and must preserve them for a period of 3 years after all the work on the prime contract is completed for all laborers and mechanics, including guards and watchpersons, working on the contract. Such records must contain the name; last known address, telephone number, and email address; and social security number of each such worker; each worker's correct classification(s) of work actually performed; hourly rates of wages paid; daily and weekly number of hours actually worked; deductions made and actual wages paid. Further, the Agency Head must cause or require the contracting officer to insert in any such contract a clause providing that the records to be maintained under this paragraph must be made available by the contractor or subcontractor for inspection, copying, or transcription by authorized representatives of the (write the name of agency) and the Department of Labor, and the contractor or subcontractor will permit such representatives to interview workers during working hours on the job.

36.7. Incorporation of contract clauses and wage determinations by reference Although agencies are required to insert the contract clauses set forth in this section, along with appropriate wage determinations, in full into covered contracts, and contractors and subcontractors are required to insert them in any lower-tier subcontracts, the incorporation by reference of the required contract clauses and appropriate wage determinations will be given the same force and effect as if they were inserted in full text.

36.8. Incorporation by operation of law The contract clauses set forth in this section (or their equivalent under the Federal Acquisition Regulation), along with the correct wage determinations, will be considered to be a

part of every prime contract required by the applicable statutes referenced by 29 CFR 5.1 to include such clauses, and will be effective by operation of law, whether or not they are included or incorporated by reference into such contract, unless the Administrator grants a variance, tolerance, or exemption from the application of this paragraph. Where the clauses and applicable wage determinations are effective by operation of law under this paragraph, the prime contractor must be compensated for any resulting increase in wages in accordance with applicable law.

36.9. HEALTH AND SAFETY

The provisions of this paragraph (F) are applicable where the amount of the prime contract exceeds \$100,000.

1. No laborer or mechanic shall be required to work in surroundings or under working conditions which are unsanitary, hazardous, or dangerous to his or her health and safety, as determined under construction safety and health standards promulgated by the Secretary of Labor by regulation.
2. The contractor shall comply with all regulations issued by the Secretary of Labor pursuant to 29 CFR Part 1926 and failure to comply may result in imposition of sanctions pursuant to the Contract Work Hours and Safety Standards Act, (Public Law 91-54, 83 Stat 96), 40 U.S.C. § 3701 et seq.
3. The contractor shall include the provisions of this paragraph in every subcontract, so that such provisions will be binding on each subcontractor. The contractor shall take such action with respect to any subcontractor as the Secretary of Housing and Urban Development or the Secretary of Labor shall direct as a means of enforcing such provisions.

End of Supplemental Conditions

GENERAL CONDITIONS

1. Administration

The Consultant is the initial interpreter of the Contract Documents but is not the Judge between OWNER and the CONTRACTOR. The OWNER reserves the right to make final decisions considering the Consultant's recommendations or interpretations of the Contract Documents. The Consultant does not have authority to obligate or commit the OWNER to fund additional expenditures or approve extensions of time over the approved Contract time or price. However, the CONSULTANT'S interpretation as to the intent of his design shall be final and not subject to interpretation by the OWNER'S staff.

1.1. Copies of Documents

The OWNER shall furnish to the CONTRACTOR the number of copies specified in the Supplemental Information of the Contract Documents as are reasonably necessary for the execution of the Work. Additional copies will be furnished, upon request, at the cost of reproduction which shall be paid by the CONTRACTOR.

1.2. Before Starting Construction

Before undertaking each phase of the Work, the CONTRACTOR shall carefully study and compare the Contract Documents and check and verify pertinent figures shown thereon and all applicable field measurements. The CONTRACTOR shall promptly report in writing to OWNER'S REPRESENTATIVE any conflict, error or discrepancy which the CONTRACTOR may discover, or other information known to the CONTRACTOR and shall obtain a written interpretation or clarification from the OWNER'S REPRESENTATIVE before proceeding with any Work affected thereby. If the CONTRACTOR performs any construction activity knowing it involves a recognized error, inconsistency or omission in the Contract Documents without such notice to the OWNER'S REPRESENTATIVE, the CONTRACTOR shall assume responsibility for such performance and shall share in costs associated with correction; however, the CONTRACTOR shall not be liable to the OWNER for failure to report any conflict, error or discrepancy in the Contract Documents, unless the CONTRACTOR had actual knowledge thereof or should reasonably have known thereof.

1.2.1. Within ten calendar days after the Effective Date of the Agreement (unless otherwise specified in the Contract Documents), the CONTRACTOR shall submit to the OWNER'S REPRESENTATIVE for review:

1.2.1.1. An estimated progress schedule indicating the starting and completion dates of the various stages of the Work:

1.2.1.2. Long lead item(s) shall be identified and scheduled accordingly.

1.2.1.3. A preliminary schedule of Shop Drawing submission; and

1.2.1.4. A preliminary schedule of values for all of the Work which will include quantities and prices of items aggregating the Contract Price and will subdivide the Work into component parts in sufficient detail to serve as the basis for progress payments during construction on form No. CMO:013. Such prices will include an appropriate amount of overhead and profit applicable to each item of Work which will be confirmed in writing by the CONTRACTOR at the time of submission; and specify times for Application for Payment.

1.2.1.5. A plan of work for maintenance of traffic, when the Contract Documents require maintenance of traffic.

- 1.2.1.6. For informational purposes, a proposed listing of sub-contractors to be used for the project.
- 1.2.2. **Pre-Construction Conference**
Within fifteen calendar days after the Effective Date of the Agreement, but before the CONTRACTOR starts the Work at the site, a conference attended by the CONTRACTOR, the OWNER'S REPRESENTATIVE, OWNER, and Others as appropriate, will be held to discuss the items, to discuss procedures for handling Shop Drawings and other submittals and for processing Applications for Payment, and to establish an understanding among the parties as to the Work.
- 1.2.3 **Finalizing Schedules**
At least ten calendar days before submission of the first Application for payment, a conference attended by the CONTRACTOR, the OWNER'S REPRESENTATIVE, OWNER, and Others as appropriate, will be held to finalize the schedules submitted. The finalized progress schedule will be acceptable to the OWNER'S REPRESENTATIVE and OWNER as providing an orderly progression of the Work to completion within the Contract Time, but such acceptance will neither impose on the OWNER'S REPRESENTATIVE or OWNER responsibility for the progress or scheduling of the Work nor relieve the CONTRACTOR from full responsibility therefor. The finalized schedule of Shop Drawing submissions will be acceptable to the OWNER'S REPRESENTATIVE as providing a workable arrangement for processing the submissions. The finalized schedule of values will be acceptable to the OWNER'S REPRESENTATIVE and OWNER as to form and substance.

Definitions

The following definition of terms associated with this Contract is provided to establish a common understanding between both parties to this Contract as to the intended usage, application and interpretation of such terms pertaining to this Contract.

ADDENDUM means any additional Contract provisions in writing signed and sealed by the CONSULTANT, if applicable, issued by the OWNER prior to the receipt of Bid which clarify, correct, change or interpret the Bidding Documents or the Contract Documents.

AGREEMENT means the written agreement between the OWNER and the CONTRACTOR covering the Work to be performed; the Agreement is a part of the Contract Documents.

BIDDER is any individual, firm, partnership, joint venture, or corporation submitting a bid for this project, acting directly or through an authorized representative.

BID is a complete and properly signed proposal to do the Work or designated portion thereof for the sums stipulated therein, submitted in accordance with the Bidding Documents.

BID BOND is a security in the form and amount required by the OWNER pledging that the BIDDER will enter into a Contract with the OWNER on the terms stated in his Bid.

BID DOCUMENTS are the Invitation to Bid, the Notice to Bidders, the Invitation to Bid Terms and Conditions, sample forms, the Bid Proposal Form, and the proposed Contract Documents (including all Addenda issued prior to receipt of Bids).

CHANGE ORDERS are written order to the CONTRACTOR signed by the OWNER, issued after execution of the Contract, authorizing a change in the Work or an adjustment in the Contract price or the Contract Time. The Contract Price and the Contract Time may be changed only by a Change Order.

A Change Order signed by the CONTRACTOR indicates his agreement therewith, including the adjustment in the Contract Price or the Contract Time.

COMPLETION (FINAL) means acceptance of the Project by the OWNER as evidenced by its signature upon a final payment Certification and approval thereof by the Board of County Commissioners or their designee. The final payment Certification shall be signed only after the OWNER has assured itself by tests, inspections, or otherwise that all of the provisions of the Contract have been carried out as required.

COMPLETION (SUBSTANTIAL) shall mean an acceptance of the Work by the OWNER when construction is sufficiently complete in accordance with the Contract Documents so the OWNER can occupy or utilize the Work or designated portion thereof for the use for which it is intended. A certificate of occupancy or compliance, when applicable, issued by the Building Official is required concurrent with or prior to issuance of the Certificate of Substantial Completion.

CONSTRUCTION is the erection, fabrication, assembly, remodeling, renovation, addition, modification, repair or demolition of any building or structure, or any appurtenances connected or attached to such buildings or structures. The term applies but is not limited to the repair, replacement modification or construction of roads, bridges, sidewalks, traffic devices, parking lots, drainage, underground and overhead utilities.

CONSULTANT is the person lawfully licensed to practice Architecture or Engineering and registered in the State of Florida, or an entity lawfully practicing Architecture or Engineering, identified as such in the Construction Contract, and is referred to throughout the Contract Documents as if singular in number and masculine in genre. The term CONSULTANT means the Architect or Engineer or his authorized representative.

CONTRACT DOCUMENTS consist of the Invitation to Bid, Agreement, General and Special Conditions of the Contract, Specifications, the Plans, Supplemental Information, Addenda issued prior to execution of the Contract, all written modifications issued after execution of the Contract, all provisions required by law to be inserted in this Contract whether actually inserted or not, and a Contract Number issued by the OWNER.

A *MODIFICATION* is:

- (1) A written Amendment to the Contract.
- (2) A Change Order.
- (3) A written interpretation necessary for the proper execution or progress of the Work issued by the OWNER'S Representative.
- (4) A Field Change Order.
- (5) A Field Directive Change.

CONTRACT PRICE means the total monies payable to the CONTRACTOR under the Contract Documents.

CONTRACT TIME means the number of Calendar days stated in the Agreement for the purpose of establishing Substantial Completion and Final Completion dates.

CONTRACTOR is the person, firm, joint venture, or corporation with whom the OWNER has contracted and who has the primary responsibility for performance of the work.

COUNTY means the Board of County Commissioners of Owner, Florida, a political subdivision of the State of Florida, its successors, and assigns. Also hereinafter referred to as OWNER.

DAYS - The term “day” as used in the Contract Documents shall mean calendar day unless otherwise specifically designated. A calendar day constitutes twenty-four hours measured from midnight to the next midnight.

DEFECTIVE - An adjective which when modifying the word “Work” refers to Work that is unsatisfactory, faulty, or deficient, or does not conform to the Contract Documents, or does not meet the requirements of any inspection, reference standard, test or approval referred to in the Contract Documents, or has been damaged prior to the OWNER’S REPRESENTATIVE recommendation of final payment.

EFFECTIVE DATE OF THE AGREEMENT means the date on which the agreement is signed and delivered by the latter of the two parties.

ENGINEER shall mean individual or entity named as such by OWNER.

FIELD CHANGE ORDER is a written change order requested by the OWNER’S Representative, accepted by the CONTRACTOR, and approved by the PROJECT MANAGER for minor changes in the Work, not involving adjustments in the Contract Sum or an extension of Time, and not inconsistent with the overall intent of the Contract Documents.

FIELD DIRECTIVE CHANGE - A written directive to the CONTRACT, issued on or after the effective date of the Agreement ordering an addition, deletion, or revision in the Work, or responding to differing or unforeseen physical conditions under which the Work is to be performed as defined elsewhere in these documents. A Field Directive Change may not change the Contract Price or the Contract Time but is evidence that the parties expect that the change directed or documented by a Field Directive Change will be incorporated in a subsequently issued Change Order following negotiations by the parties as to its effect, if any, on the Contract Price or the Contract Time.

FINAL ACCEPTANCE means acceptance of the Work by the OWNER upon the expiration of the warranty period as stated in the Contract Documents.

MATERIALS - Anything used in the process of, but not limited to, constructing, demolishing, renovating or remodeling of any building, structure, road, bridge, recreational facility, transportation element and utility or any addition thereto utilized for this project.

NOTICE means written notice. Notice shall be served upon the CONTRACTOR either personally or by leaving the said Notice at his residence or with his agency in charge of the Work or addressed to the CONTRACTOR at the residence or place of business stated in the Bid Proposal and deposited in a postpaid wrapper in any United States Mailbox.

NOTICE TO PROCEED is a written instrument issued by the OWNER to the CONTRACTOR, authorizing the CONTRACTOR to commence Work on the Project. The NOTICE TO PROCEED shall include the effective date of Commencement.

NOTICE OF AWARD means the written Notice given by the OWNER to the successful Bidder.

NOTICE OF TERMINATION is a written instrument issued in accordance with the Contract Documents by the OWNER to the CONTRACTOR or by the CONTRACTOR to the OWNER notifying the receiving party that the Contract is being terminated. The NOTICE shall clearly identify the effective date the Contract is to be terminated.

OWNER'S REPRESENTATIVE is the CONSULTANT contracted by the OWNER for Professional Services during the construction phase of this project or a qualified person authorized as his official representative, or in the absence of such a contract, the project Manager will be considered the OWNER'S REPRESENTATIVE for the purpose of this Contract Document. The OWNER'S REPRESENTATIVE is not authorized to issue change orders to the contract sum, contract time or scope of work without express approval of the Board of County Commissioners.

PLANS AND/OR DRAWINGS are a graphic representation of the arrangement of the materials or parts of the construction of the project and are a portion of the Contract Documents.

PROJECT shall mean the entire improvement of which this contract forms a part.

PROJECT MANAGER is an employee of the OWNER which requested the Contract and is a designee authorized by or for that Department who is the representative of the Board of County Commissioners in matters concerning the contractor of this project. The project manager will act as the OWNER'S REPRESENTATIVE in the absence of a contract with a CONSULTANT. The PROJECT MANAGER is not authorized to issue changes to the Contract Sum, Contract Time, or Scope of Work without express approval by the Department Director, County Manager, or Board of County Commissioners.

The PROJECT MANAGER, within the authority conferred by OWNER, acting as OWNER'S designated representative shall initiate written Change Orders, and notification to the CONTRACTOR of any and all changes approved by OWNER in the CONTRACTOR'S (1) compensation (2) time and/or schedule of service delivery; (3) any Amendment (s) or other change(s) relative to the WORK and ADDITIONAL SERVICES pursuant to this Contract, or AMENDMENTS, or CHANGE ORDERS pertaining thereto. Following OWNER approval, the Project Manager shall coordinate assurance of any such documents. The PROJECT MANAGER or his designee shall be responsible for acting on OWNER'S behalf to administer, coordinate, interpret and otherwise manage the contractual provisions and requirements set forth in this Contract, or any AMENDMENT(S), or CHANGE ORDER(S) issued there under.

SPECIFICATIONS are written documents organized into divisions, sections, and articles which provide detailed instructions to the CONTRACTOR pertaining, but not limited to, materials, style, workmanship, fabrication, dimensions, colors, warranties, finishes, quality, manufacturer, grade, and operational data of all components to be provided by the CONTRACTOR and incorporated into the Project.

SUB-CONTRACTOR is a person, firm, partnership, corporation, or entity who has a direct contract with the CONTRACTOR to perform any of the Work at the site. The term Sub-contractor does not include those whose sole purpose is that of a supplier of materials. A supplier of materials shall be classified as a Sub-contractor if it enters into any agreement, whether written or verbal, for the installation of said materials. The term Sub-contractor means a Sub-contractor or its authorized representative.

SUPPLIER - A manufacturer, fabricator, distributor, materialmen, or vendor.

SURETY is the surety company or individual that is bound by Contract bond with and for the CONTRACTOR who is primarily liable and is responsible for CONTRACTOR'S acceptable performance of the Project and payment of all debts pertaining to the Contract Documents in accordance with Section 255.05, Florida Statutes.

UNDERGROUND FACILITIES - All pipeline, conduits, ducts, cables, wires, manholes, vaults, tanks, tunnels or other such facilities or attachments, and any encasements containing such facilities which have been installed underground to furnish any of the following services or materials: electricity, gases, steam, liquid petroleum products, telephone or other communications, cable television, sewage and drainage removal, traffic or other control systems or water.

WORK is the construction required by the Contract Documents and includes all labor necessary to produce such construction, and all materials and equipment incorporated or to be incorporated in such construction.

2. STARTING THE WORK

Written Notice to Proceed is contingent upon and will be done subsequent to the CONTRACTOR fully satisfying OWNER'S stated insurance and Bond submittal requirements. Until the CONTRACTOR receives the OWNER'S written Notice to Proceed, the CONTRACTOR is advised that the OWNER will not be liable for any expenses which the CONTRACTOR may incur relative to this Contract before the written Notice to Proceed is issued.

- 2.1. The Contract time shall commence to run from the date specified in the "Notice to Proceed".
- 2.2. The CONTRACTOR is required, before commencing the Work, to deliver to OWNER the Public Payment and Performance Bond issued by a surety insurer authorized to do business in the State of Florida as Surety. The Bond must state the name and principal business address of both the principal and the Surety and must contain a description of the project sufficient to identify it and post in conspicuous place at the project site.
- 2.3. OWNER will forward to the CONTRACTOR a Notice of Commencement along with a copy of the recorded Public Payment and Performance Bond with instructions to post in a conspicuous spot on the project site.

3. INTERPRETATION INTENT, AMENDING AND REUSE OF CONTRACT DOCUMENTS

It is the intent of the Specifications and Plans to describe a complete Project to be constructed in accordance with the Contract Documents.

- 3.1 The Contract Documents are complementary; what is called for by one is as binding as if called for by all. If the CONTRACTOR finds a conflict, error or discrepancy in the Contract Documents, he shall immediately call it to the attention of the OWNER'S REPRESENTATIVE in writing before proceeding with the Work affected thereby.
- 3.2 Any Work that may be reasonably inferred from the specifications or Drawings as being required to produce the intended result shall be supplied whether or not it is specifically called for.
- 3.3 Work, materials or equipment described in words which have a well-known technical or trade meaning, shall be deemed to refer to such recognized standards.
- 3.4 In resolving conflicts, errors, and discrepancies, the order of precedence of the Contract Document is as follows:

- (1) Change Order

- (2) Agreement
- (3) Addenda
- (4) Special Conditions
- (5) General Conditions
- (6) Specifications
- (7) Supplemental Information
- (8) Drawings
- (9) Figure Dimensions
- (10) Scale Dimensions (Large Scale Drawings supersede Small Scale Drawings)
- (11) Terms and Conditions

3.5 Amending and Supplementing Contract Documents

The Contract Documents may be amended to provide for additions, deletions, and revisions in the Work or to modify the terms and conditions thereof in one or more of the following ways:

- 3.5.1 A formal Written Amendment,
- 3.5.2 A Change Order.
- 3.5.3 A Field Directive Change.

The Contract Price and the Contract Time may only be changed by a Change Order or Written Amendment.

3.6 In addition, the requirements of the Contract Documents may be supplemented, and minor variations and deviations of the Work may be authorized, in one or more of the following ways:

- 3.6.1 A Field Change Order,
- 3.6.2 The OWNER'S REPRESENTATIVE approval of a Shop Drawing or sample, or
- 3.6.3 The OWNER'S REPRESENTATIVE written interpretation or clarification.

3.7 Reuse of Documents

Neither the CONTRACTOR nor any SUB-CONTRACTOR or Supplier or other person or organization performing or furnishing any of the Work under a direct or indirect contract with OWNER shall have or acquire any title to or ownership rights in any of the Drawings, Specifications or other documents (or copies of any thereof) prepared by or bearing the seal of the CONSULTANT; and they shall not reuse any of them on extensions of the Project or any other project without written consent of OWNER or their CONSULTANT and the specific written verification or adaptation by the CONSULTANT.

4. AVAILABILITY OF LANDS

OWNER will furnish, as indicated in the Contract Documents and not later than the date when needed by the CONTRACTOR, the lands upon which the Work is to be done, rights-of-way for access thereto, and such other lands which are designated for the use of the CONTRACTOR. Easements for permanent structures or permanent changes in existing facilities will be obtained by OWNER unless otherwise specified in the Contract Documents. If the CONTRACTOR believes that any delay in OWNER'S furnishing these lands or easements entitles him to an extension of the Contract Time, he may make a claim, therefore. The CONTRACTOR will provide for all additional lands and access thereto that may be required for temporary construction facilities or storage of materials and equipment unless designated otherwise. The OWNER'S REPRESENTATIVE will, upon request, furnish to the CONTRACTOR copies of all available boundary and topographic surveys as required and sub-surface tests. The CONTRACTOR shall be responsible for staging and storing equipment or materials. All parcels utilized for staging shall be secured. All parcels utilized for staging will be kept in a neat and orderly fashion and then restored to the landowner's satisfaction upon terminating the use of the staging area or improved as noted in the plans. The CONTRACTOR shall maintain on the job site written proof of authorization for

the use of any private land. OWNER does not condone trespass on private property and will hold the CONTRACTOR liable for any such trespass. Right-of-way maps, if available, of the lands upon which the improvements will be made shall be provided upon request from the OWNER'S REPRESENTATIVE. The CONTRACTOR may use these lands for work associated with this contract only. The CONTRACTOR shall verify the availability of these lands with the OWNER'S REPRESENTATIVE prior to the issuance of the notice to proceed.

4.1 Physical Conditions

Explorations and Reports: Reference is made to the Supplemental Information for identification of those reports of explorations and tests of subsurface conditions at the site that have been utilized by the CONSULTANT and/or OWNER in preparation of the Contract Documents. These reports are not part of the contract Documents. The CONTRACTOR may rely upon the accuracy of the technical data contained in such reports but not upon the non-technical data, interpretations or opinions contained therein for the completeness or accuracy thereof for the CONTRACTOR'S purposes of preparing or submitting a bid. Except as indicated in the immediately preceding sentence, the CONTRACTOR shall have full responsibility with respect to subsurface conditions at the site. The technical data which will be made available only at the CONTRACTOR'S request may not be sufficient for construction purposes. Additional investigations may be necessary for the purposes of carrying out the construction project.

4.2 Existing Structures: Reference is made to the Supplemental Information for identification of those drawings of physical conditions in or relating to existing surface and subsurface structures (except Underground Facilities) which are at or contiguous to the site that have been utilized by the CONSULTANT and/or OWNER in preparation of the Contract Documents. The CONTRACTOR may rely upon the accuracy of the technical data contained in such drawings but not for the completeness thereof for the purposes of preparing or submitting a bid. Except as indicated in the immediately preceding sentence, the CONTRACTOR shall have full responsibility with respect to physical conditions in or relating to such structures.

4.3 Unless otherwise stated, the CONTRACTOR shall be fully responsible for the removal of any materials, debris, garbage, vehicles, or other such items which would interfere with the undertaking and completion of the project. By submission of a bid, the CONTRACTOR assumes full responsibility for the expenses associated with such removal. There shall not be an increase in time or price associated with such removal.

4.4 Report of Differing Conditions: If the CONTRACTOR believes that:

4.4.1.1 Any technical data on which the CONTRACTOR is entitled to is inaccurate, or

4.4.1.2 Any physical condition uncovered or revealed at the site differs materially from that indicated, reflected, or referred to in the Contract Documents.

4.4.1.3 The CONTRACTOR shall, promptly after becoming aware thereof and before performing any Work in connection therewith (except in an emergency as permitted) notify the OWNER'S REPRESENTATIVE in writing about the inaccuracy or difference.

4.5 OWNER'S REPRESENTATIVE Review: The OWNER'S REPRESENTATIVE will promptly review the pertinent conditions, determine the necessity of obtaining additional explorations or tests with respect thereto and advise OWNER in writing (with a copy to the CONTRACTOR) of the OWNER'S REPRESENTATIVE'S findings and conclusions.

4.6 Possible Document Change: If the OWNER'S REPRESENTATIVE and OWNER conclude that

there is a material error in the Contract Documents and a change in the Contract Documents is required, a Field Directive Change, a Field Change or a Change Order will be issued as to reflect and document the consequences of the inaccuracy or difference.

4.7 Possible Price and Time Adjustments: In each case of a material error in the Contract Documents, an increase or decrease in the Contract Price or an extension or shortening of the Contract Time, or any combination thereof, will be allowable to the extent that they are attributable to any such inaccuracy or difference.

4.8 Physical Conditions - Underground Facilities

Shown or Indicated: The information and data shown or indicated in the Contract Documents with respect to existing Underground Facilities at or contiguous to the site is based on information and data furnished to OWNER or the CONSULTANT by the owners of such Underground facilities or by others. Unless it is otherwise expressly provided in the Supplemental Information:

4.8.1 The CONTRACTOR shall have full responsibility for reviewing and checking all such information and data, for locating all Underground Facilities shown or indicated in the Contract Documents, for coordination of the Work with the owners of such Underground Facilities during construction, for the safety and protection thereof and for repairing any damage thereto resulting from the Work, the cost of all of which will be considered as having been included in the Contract Price. The CONSULTANT and OWNER shall not be responsible for the accuracy or completeness of any such information or data.

4.9 Not Shown or Indicated: If an Underground Facility is uncovered or revealed at or contiguous to the site which was not shown or indicated in the Contract Documents and which the CONTRACTOR could not reasonably have been expected to be aware of, the CONTRACTOR shall, promptly after becoming aware thereof and before performing any Work affected thereby (except in an emergency as permitted) identify the owner of such Underground Facility and give written notice thereof to that owner and to the OWNER'S REPRESENTATIVE. The OWNER'S REPRESENTATIVE will promptly review the Underground Facility to determine the extent to which the Contract Documents should be modified to reflect and document the consequences of the existence of the Underground Facility, and with OWNER'S approval, the Contract Documents will be amended or supplemented to the extent necessary. During such time, the CONTRACTOR shall be responsible for the safety and protection of such Underground Facility. The CONTRACTOR shall be allowed an increase in the Contract Price or an extension of the Contract Time, or both, to the extent that they are attributable to the existence of any Underground Facility that was not shown or indicated in the Contract Documents and which the CONTRACTOR could not reasonably have been expected to be aware of. Locations of existing underground utilities are not field confirmed. In the case of a conflict between this or any other utility and proposed improvements, it shall be the CONTRACTOR'S duty to coordinate with all utility company relocation activities whether shown or not shown in the plans. Coordination is to include efforts by the CONTRACTOR to minimize time lost due to unexpected utility relocation or modifications.

4.10 Reference Points

OWNER shall provide engineering surveys to establish reference points, as specified in the Supplemental Information, for construction which in the judgment of OWNER and the CONSULTANT are necessary to enable CONTRACTOR to proceed with the Work. The CONTRACTOR shall be responsible for laying out the Work (unless otherwise specified in the

Technical Specifications), shall protect, and preserve the established reference points and shall make no changes or relocations without the prior written approval of OWNER. The CONTRACTOR shall report to the OWNER'S REPRESENTATIVE whenever any reference point is lost or destroyed or requires relocation because of necessary changes in grades or locations and shall be responsible for the accurate replacement or relocation of such reference points by professionally qualified personnel.

5. BONDS AND INSURANCE

5.1. Public Payment and Performance Bond

The CONTRACTOR will execute the Public Payment and Performance Bonds included herein as security for the faithful performance and payment of all his obligations under the Contract Documents.

5.2. This Bond shall be in amounts at least equal to the Contract Price and in such form and with such securities as are acceptable to the OWNER. Prior to execution of the Contract Documents, the OWNER may require the CONTRACTOR to furnish such other bonds, in such form and with such sureties as it may require. If such bonds are required by written instructions given prior to opening of Bids, the Premiums shall be paid by the CONTRACTOR. If the Contract is increased by a Change Order, it shall be the CONTRACTOR'S responsibility to ensure that the Public Payment and Performance Bond be amended accordingly, and a copy of the amendment forwarded to PROCUREMENT MANAGEMENT.

5.3. If the surety on any bond furnished by the CONTRACTOR is declared bankrupt or becomes insolvent or its right to do business is terminated in the State of Florida or it ceases to meet the requirements imposed by the Contract Documents, the CONTRACTOR shall within five calendar days thereafter substitute another Bond and Surety, both of which shall be acceptable to OWNER.

5.4. If the CONTRACTOR cannot obtain another bond and surety within five calendar days the OWNER will accept and the CONTRACTOR shall submit an irrevocable letter of credit drawn on a Florida bank until the bond and surety can be obtained.

6. QUALIFICATIONS OF SURETY COMPANIES

In order to be acceptable OWNER, a surety company issuing Bid Guaranty Bonds or 100% Public Payment and Performance Bonds, called for in these specifications, shall meet and comply with the following minimum standards:

6.1 General

All Sureties for OWNER projects must be authorized to do business in the State of Florida and shall comply with the provisions of Florida Statute 255.05.

6.2 Attorneys-in-Fact who sign bid bonds or Public Payment and Performance Bonds for OWNER projects must file with such bond a certified copy of their Power of Attorney to sign such bond.

6.3 Agents of surety companies must list their name, address, and telephone number on all bonds.

6.4 The life of all bonds provided to OWNER shall extend twelve months beyond the date of final payment and shall contain a waiver of alteration to the terms of the Contract, extensions of time and/or forbearance on the part of OWNER.

6.5 To be acceptable to OWNER on projects not in excess of \$500,000.00, Surety shall comply with these minimum provisions of State Statute 287.0935 as follows:

- 6.5.1 Surety must have twice the minimum surplus and capital required by Florida Insurance Code at the time of bid solicitation.
- 6.5.2 Surety must be in compliance with all provisions of the Florida Insurance Code and hold a currently valid certificate of authority issued by the United States Department of the Treasury under SS.31 U.S.C. 9404-9308.
- 6.5.3 Sureties on projects in excess of \$500,000.00 shall comply with the above minimum provisions as well as being rated thru A.M. Best Company and shall comply with the following provisions:
 - 6.5.4 The Surety shall be rated as “B” or better as to General Policy holders Rating and Class VII or better as to financial category by the most current Best’s Key Rating Guide, published by A.M. Best Company.
 - 6.5.5 Surety must have fulfilled all of its obligations on all other bonds previously given to OWNER.
 - 6.5.6 Surety must have a minimum underwriting limitation of \$5,000,000 published in the latest edition of the Federal Register for Federal Bonds (U.S. Dept. of Treasury).
- 6.6 Letter of Credit

At any time during the life of the letter of credit, should the rating of financial institution fall below both of the minimum ratings as indicated in the Contract Documents, or should the financial institution become insolvent, the CONTRACTOR must, within five calendar days after notification by OWNER:

 - 6.6.1 Replace the existing letter of credit with a replacement letter of credit from a financial institution with either of the minimum ratings as specified in the Contract Documents, or
 - 6.6.2 Have the existing letter of credit confirmed by a financial institution with either of the minimum ratings as specified in the Contract Documents.
 - 6.6.3 At the OWNER’S option, the letter of credit may be replaced by a Public Payment and Performance Bond in accordance with the OWNER’S existing bond policies.
- 6.7 Failure to comply with this provision may result in any or all of the following actions by the OWNER:
 - 6.7.1 Suspension of the CONTRACTOR’S right to pull building permits and schedule inspections;
 - 6.7.2 A stop work order; and/or Revocation of the Land Development Permit.
- 6.8 Financial Institutions/Letters of Credit

In order to be acceptable to the OWNER, a financial institution issuing 100% Letters of Credit, called for in these specifications, shall meet and comply with the following minimum standards:

 - 6.8.1 General

The face of the letter of credit must be in a format acceptable to OWNER and indicate the following:

 - 6.8.1.1 The letter of credit is “clean” and “irrevocable”;
 - 6.8.1.2 An exact expiration date. The life of all letters of credit provided to OWNER shall extend twelve months beyond the date of final payment;
 - 6.8.1.3 Statement of the purpose or project for which the letter of credit is issued;
 - 6.8.1.4 A specific amount of the letter of credit, in U.S. dollars;
 - 6.8.1.5 The method of disbursement of draws against the letter of credit;
 - 6.8.1.6 The street address where draws against the letter of credit may be made; and
 - 6.8.1.7 Venue in Owner.

- 6.8.1.8 Verification of the status or certification of any financial institution may be made with:
Department of Insurance and Treasurer
Bureau of Collateral Securities
200 East Gaines Street
Tallahassee, FL 32377-0345
Phone (850) 922-3167
- Or
- OWNER, if applicable
- 6.8.1.9 At the time of issuance of the letter of credit, the financial institution must have a minimum “peer group” rating of 50 in the latest Sheshunoff Quarterly Listing or a minimum rating of 125 in the latest IDC Bank Financial Quarterly Listing.
- 6.8.1.10 Letters of Credit from financial institutions which do not meet either of the minimum ratings indicated above must be confirmed by a financial institution with either of the minimum ratings indicated above.
- 6.8.1.11 All financial institutions which issue or confirm any Letter of Credit must be authorized by the Secretary of State to do business in the State of Florida, shall show proof of same upon request by OWNER staff, and agree to venue in Owner.
- 6.8.1.12 In addition to the institutions meeting the aforementioned requirements, the Federal Home Loan Bank of Atlanta is authorized to issue and confirm letters of credit which are in accordance with the provisions above and all subsequent sub-paragraphs.
- 6.8.1.13 These actions shall be in effect until a satisfactory replacement bond or letter of credit is accepted by the OWNER. The CONTRACTOR agreement shall so provide for replacement or confirmation in accordance with this policy.

7. CONTRACTOR’S LIABILITY INSURANCE

- 7.1. The CONTRACTOR will purchase and maintain such insurance as will protect him from claims under Worker’s Compensation laws, disability benefit laws or other similar employee benefit laws; from claims for damages because of bodily injury, occupational sickness or disease, or death of his employees including claims insured by usual personal injury, sickness and disease, or death of any person other than his employees including claims insured by usual personal injury liability coverage; and from claims for injury to or destruction of tangible property including loss of use resulting there from any or all of which may arise out of or result from the CONTRACTOR’S operations under the Contract Documents, whether such operations be by himself or any Sub-contractor or anyone directly or indirectly employed by any of them or for whose acts any of them may be legally liable. This insurance shall be written for no less than the limits of liability specified in the Contract Documents or required by law, whichever is greater, and shall include contractual liability insurance. As a prerequisite to OWNER signing the Contract, the CONTRACTOR will file with OWNER certificates of such insurance, acceptable to OWNER; these certificates shall contain a provision for cancellation.
- 7.2. Insurance Requirements
- 7.2.1 Before final execution of the Agreement and until acceptance of the Work by the OWNER, the CONTRACTOR shall procure and maintain insurance of the types and the limits specified by the Insurance Guide included in the Solicitation.
- 7.2.2 All CONTRACTOR’S Certificates of Insurance must be approved by OWNER (or designee) before the final execution of the agreement by the OWNER.
- 7.2.3 An Insurance Certificate shall be required from the successful BIDDER. Such form

must be properly executed and submitted by an authorized representative of the insurance company and successful BIDDER within seven calendar days after notification by OWNER approval to award the contract. Such certificate of insurance state that the coverage is primary and shall be in the types and amounts stated in the Contract Documents. Certificate should include producers' phone number and reference the name of the project.

8 CONTRACTOR'S RESPONSIBILITIES

8.1 Supervision and Superintendence

8.1.1 The CONTRACTOR will supervise and direct the Work efficiently. He will be solely responsible for the means, methods, techniques, sequences, safety, and procedure of construction, unless otherwise specified. The CONTRACTOR will be responsible to see that the finished Work complies with the Contract Documents.

8.1.2 The CONTRACTOR will keep on the site at all times when work is being performed, a competent, resident superintendent who shall not be replaced without prior written notice to the OWNER'S REPRESENTATIVE. The superintendent will be the CONTRACTOR'S representative at the site and shall have authority to act on behalf of the CONTRACTOR. All communications given to the superintendent shall be binding as if given to the CONTRACTOR.

9 LABOR MATERIAL AND EQUIPMENT

9.1 The CONTRACTOR will provide competent, suitable, qualified personnel to lay out the Work and perform construction as required by the Contract Documents. He will at all times maintain good discipline and order at the site.

9.2 The CONTRACTOR will furnish all materials, equipment, labor, transportation, construction equipment and machinery, tools, appliances, fuel, power, heat, light, telephone, water and sanitary facilities and incidentals necessary for the execution, testing, initial operation, and completion of the Work unless otherwise specified. All materials and equipment such as concrete pipe, inlets, manhole covers, etc., furnished by the CONTRACTOR shall be made by the same manufacturer, e.g., all pipe by one company, all inlets by one company, etc.

9.3 All materials and equipment will be new except as otherwise provided in the Contract Documents. If required by the OWNER'S REPRESENTATIVE, the CONTRACTOR will furnish satisfactory evidence as to the kind and quality of materials and equipment furnished.

9.4 All materials and equipment shall be applied, installed, connected, erected, used, cleaned, and conditioned in accordance with the instructions of the applicable manufacturers, fabricator, or processors except as otherwise provided in the Contract Documents.

9.5 In instances where the act is applicable due to the nature of the bid matter with which this bid package is concerned, all material, equipment, etc., as proposed and offered by CONTRACTOR must meet and conform to all O.S.H.A. requirements; the CONTRACTOR'S signature upon the bid proposal form being by this reference considered a certification of such fact.

10 ADJUSTING THE PROGRESS SCHEDULE

10.1 The CONTRACTOR shall submit to the OWNER'S REPRESENTATIVE for acceptance of adjustments in the progress schedule to reflect the impact thereon of new developments; these will conform generally to the progress schedule then in effect and additionally will comply with any provisions of the Contract Documents applicable thereto. The OWNER reserves the right to reject the progress schedule from the CONTRACTOR which in its judgment does not appear to devote

sufficient resources of manpower to enable the timely completion of the project. If the OWNER requests the progress schedule to be adjusted, the CONTRACTOR shall do so and perform the work according to the adjusted schedule at no additional cost to the OWNER.

11 SUBSTITUTE MATERIALS OR EQUIPMENT

11.1 If it is indicated in the specifications that the CONTRACTOR may furnish or use a substitute that is equal to any material or equipment specified, and if the CONTRACTOR wishes to furnish or use a proposed substitute, he will, within thirty calendar days after the award of the Contract, make written application to the OWNER'S REPRESENTATIVE for approval of such a substitute, certifying in writing that the proposed substitute will perform adequately the duties imposed by the general design, be similar and of equal substance to that specified and be suited to the same use and capable of performing the same function as that specified. No substitute shall be ordered or installed without the written approval of OWNER who shall be the judge of quality. Whether or not OWNER accepts a proposed substitute, the CONTRACTOR shall reimburse OWNER for any charges or cost for evaluating any proposed substitute.

12 CONCERNING SUB-CONTRACTORS

12.1 The CONTRACTOR will be fully responsible for all acts and omissions of his SUB-CONTRACTORS and of persons directly or indirectly employed by them and of persons for whose acts they may be liable to the same extent that they are employed by him. Nothing in the Contract Documents shall create any contractual relationship between any SUB-CONTRACTOR and the OWNER. The OWNER may, upon request, furnish to any SUB-CONTRACTOR, to the extent practicable, evidence of amounts paid to the CONTRACTOR on account of specific Work done.

12.2 The divisions and sections of the specifications and the identifications of any Drawings shall not control the CONTRACTOR in dividing the Work among SUB-CONTRACTORS or delineating the Work to be performed by any specific trade.

12.3 The CONTRACTOR agrees to bind specifically every SUB-CONTRACTOR to the applicable terms and conditions of these Contract Documents for the benefit of the OWNER.

12.4 All Work performed for the CONTRACTOR by a SUB-CONTRACTOR shall be pursuant to an appropriate agreement between the CONTRACTOR and the SUB-CONTRACTOR which shall contain provisions that waive all rights the contracting parties may have against one another for damages caused by fire or perils covered by insurance, except such rights as they may have to the proceeds of such insurance held by the OWNER as trustee.

13 PATENT FEES AND ROYALTIES

13.1 The costs involved in fees, royalties, or claims for any patented invention, article, process or method that may be used upon, or in a manner connected with the work under this contract, shall be paid by the CONTRACTOR. The CONTRACTOR and his sureties, together with his officers, agents, and employees, shall protect and hold the OWNER harmless against any and all demands made for such fees or claims brought or made by holder of any invention or patent. Before final payment is made on the account of this Contract, the CONTRACTOR shall, if requested by the OWNER, furnish acceptable proof of a proper release from all such fees or claims.

13.2 Should the CONTRACTOR, his agent, employee, or any of them be enjoined from furnishing or using any invention, article, material or plans supplied or required to be supplied or used under this contract, the CONTRACTOR shall promptly pay such royalties and secure the requisite licenses; or, subject to acceptance by the OWNER, substitute other articles, materials or

appliances in lieu thereof which are of equal efficiency, quality, finish, suitability and market value to those planned or required under the contract. Descriptive information of these substitutions shall be submitted to the OWNER'S REPRESENTATIVE for determination of general conformance to the design concept and the construction contract. Should the OWNER elect to use the substitution, the CONTRACTOR agrees to pay such royalties and secure such valid licenses as may be requisite for the OWNER, his officers, agents, and employees, or any of them, to use such invention, article, material, or appliance without being disturbed or in any way interfered with by any proceeding in law or equity on account thereof.

14 Permits

14.1 Unless otherwise specified herein, the CONTRACTOR will secure and pay for all permits, impact fees, and licenses and will pay all governmental charges and inspections' fees necessary for the prosecution of the Work which are applicable at the time of his bid. The CONTRACTOR will also pay all public utility charges and connection fees except as provided for in the Contract Documents. Permits and licenses of regulatory agencies which are necessary to be maintained after completion of the guarantee period shall be secured and paid for by the OWNER.

14.2 Pursuant to the requirements of F.S. 218.80, the following County permits and fees are required to be obtained and paid for by the CONTRACTOR.

14.2.1 *Permits as required shall be the responsibility of CONTRACTOR unless otherwise stated herein. County permit and associated fees are available at <http://www.leegov.com/permits>*

14.3 This is a disclosure of permits and fees, required by OWNER, for this project and does not relieve the CONTRACTOR of its responsibility to obtain and pay for permits required by other governmental entities as specified elsewhere in this document.

14.4 The CONTRACTOR will give all notices and comply with all laws, ordinances, rules, and regulations applicable to the Work. If the CONTRACTOR observes that the Specifications or Drawings are at a variance therewith, he will give the OWNER'S REPRESENTATIVE prompt written notice thereof, and any necessary changes shall be adjusted by an appropriate modification. If the CONTRACTOR performs any Work knowing it to be contrary to such laws, ordinances, rules, and regulations and without such notice to the OWNER'S REPRESENTATIVE, he will bear all cost arising therefrom; however, it shall not be his primary responsibility to make certain that the Drawings and Specifications are in accordance with such laws, ordinances, rules and regulations.

15 LICENSES

15.1 The CONTRACTOR must be properly licensed, within the jurisdiction where the project is to be constructed, to perform the work specified in the Scope of Work at the time of bid submittal.

16 USE OF PREMISES

16.1 The CONTRACTOR will confine his equipment, the storage of materials and equipment, and the operations of his workmen to the areas permitted by law, ordinances, permits or the requirements of the Contract Documents and shall not unreasonably encumber the premises with materials or equipment.

17 RECORD DRAWINGS

17.1 The CONTRACTOR will keep one record copy of all Specifications, Drawings, Addenda, Modifications and Shop Drawings at the site in good order, and annotated to show all changes made during the construction process or addition and exact location of underground or otherwise

concealed components such as, but not limited to, plumbing, air conditioning, electric, culverts, drainage structures, water main, force mains, service lines, wiring, traffic loops, pond or ditch bottoms and banks, signal poles, signs, and conduit which were not installed exactly as shown on the contract drawings. These shall be available to the OWNER'S REPRESENTATIVE and shall be verified by the OWNER'S REPRESENTATIVE at 30%, 60%, and 100% completion of the Project. The CONTRACTOR shall submit to the OWNER'S REPRESENTATIVE one complete set of all recorded changes made during Construction entitled "As-Built" and dated. Submittals shall be made in accordance with the above and shall be submitted at the time of substantial completion.

- 17.2 The sum of \$5,000.00 shall be withheld from the final payment until written acceptance or all of the Record Drawings by the OWNER'S REPRESENTATIVE has occurred.
- 17.3 Certified "as-built" information, which the CONTRACTOR must show on marked-up copies of the design drawings, prints, and other materials as specified above shall include both authorized and unauthorized changes to horizontal pavement dimensions, finish pavement grades, finish dimensions, elevations and alignment of the items noted in Article 17.1, and any modifications to material types from that specified in the bid plans and specifications. As a prerequisite to any payments, the CONTRACTOR shall make available to the Engineer all "as-built" information pertinent to the design drawings each month prior to his submission of a monthly application for payment. The CONTRACTOR shall also obtain "as-built" cross-sections of the roadway, ditches, channels, and other drainage ways as shown in the Contract Documents at intervals not to exceed 100 ft. The CONTRACTOR shall set benchmarks on or within 100 ft. of each control structure constructed as part of this project. A complete description including elevation and location of each control structure benchmark shall be provided to the Engineer as part of the "as-built" information. The elevation shall be clearly and permanently indicated on each benchmark.
- 17.4 "As-built" dimensions and elevations shall be obtained by a Professional Land Surveyor registered in the State of Florida pursuant to Chapter 472, Florida Statutes. The "as-built" drawings shall be signed and sealed by the CONTRACTOR'S Professional Land Surveyor in accordance with Section 472.025, Florida Statutes.
- 17.5 All pertinent surveyors' field survey notes containing the "as-built" data shall be sealed and submitted to the Engineer for review and acceptance prior to authorization of the final payment.
- 17.6 "As-built" data shall be secured, and the accuracy of measurements shall be 0.01 ft.
- 17.7 All sub-surface improvements considered part of the Work as shown in the Contract Documents shall be "as-built" by the CONTRACTOR prior to backfilling.
- 17.8 A final bench level circuit shall be secured indicating accuracy of vertical closure and a copy of these field notes shall be submitted to the Engineer before final acceptance of the project.
- 17.9 The CONTRACTOR shall annotate and show all "as-built" information on 11" x 17" prints of the bid plans during the course of the construction process. Upon completion of all contract work, but prior to authorization of the final payment by the Engineer, the CONTRACTOR shall deliver one (1) set of such annotated, in neat draftsman-like manner, "as-built" 11" x 17" prints to the Engineer for approval. Upon approval of such "as-built" plans, the CONTRACTOR shall forthwith provide two (2) sets of these drawings containing all "as-built" information, a flash drive of the "as-built" electronic files in AutoCAD or MicroStation format and data which have been sealed by a Professional Land Surveyor by the CONTRACTOR at the CONTRACTOR'S

cost and forthwith become the property of the OWNER.

- 17.10 The cost of preparing, maintaining, and providing “as-built” plans and documents as specified in this Article must be included in the Lump Sum payment for mobilization for each part of the Bid Schedule providing for Mobilization.
- 17.11 Shop drawing submittals processed by the Engineer shall not be construed as Change Orders; the purpose of a shop drawing is to demonstrate to the Engineer that the CONTRACTOR understands the design concept, and that his understanding is demonstrated by indicating the equipment and material to be furnished and installed. Corrections or changes indicated by the Engineer in the shop drawings do not constitute authorization to perform extra work.
- 17.12 The review of shop drawings and schedules shall be considered general and shall not be construed as permitting any departures from the contract requirements. The design drawings and contract specifications shall take precedence over the shop drawings in the event of deviations, discrepancy, or conflict.

18 SAFETY AND PROTECTION

- 18.1 The CONTRACTOR will be responsible for initiating, maintaining, and supervising all safety precautions and programs in connection with the Work. He will take all necessary precautions for the safety of and will provide the necessary protection to prevent damage, injury, or loss to:
 - 18.1.1 All employees on the Project and other persons who may be affected thereby;
 - 18.1.2 All the Work and all materials or equipment to be incorporated therein, whether in storage on or off the site; and
 - 18.1.3 Other property at the site or adjacent thereto including trees, shrubs, lawns, walks, pavements, roadways, structures, and utilities not designated for removal, relocation or replacement in the course of construction.
 - 18.1.4 The CONTRACTOR will comply with all applicable laws, ordinances, rules, regulations and orders of any public body having jurisdiction for the safety of persons or property or to protect them from damage, injury or loss. He will erect and maintain, as required by the conditions and progress of the Work, all necessary safeguards for safety and protection and, in addition, he will comply with all applicable recommendations of the "Manual of Accident Prevention in Construction" published by the Associated General CONTRACTORS of America, Inc.; "Roadway and Traffic Design Standards" latest edition published by the Florida Department of Transportation, specifically Index 600-650; and Occupational Safety and Health Administration published by the United States Department of Labor. He will notify owners of adjacent utilities when prosecution of the Work may affect them. All damage, injury or loss to any property caused directly or indirectly, in whole or in part by the CONTRACTOR, any SUB-CONTRACTOR, anyone directly or indirectly employed by any of them, or anyone for whose acts any of them may be liable will be remedied by the CONTRACTOR; except any damage or loss attributable to the fault of the Drawings or the Specifications or to the acts or omissions of the OWNER, and not attributable, directly or indirectly, in whole or in part, to the fault of negligence of the CONTRACTOR.
 - 18.1.5 The CONTRACTOR will designate a member of his organization whose responsibility will be to plan for the prevention of accidents at the site. This person shall be the CONTRACTOR'S Superintendent unless otherwise designated in writing by the CONTRACTOR to the OWNER'S REPRESENTATIVE.

19 EMERGENCIES

- 19.1 In emergencies affecting the safety of persons, the Work or property at the site or adjacent thereto, the CONTRACTOR, without special instruction or authorization from the OWNER, is obligated to act at his discretion to prevent threatened damage, injury, or loss. He will give the OWNER'S REPRESENTATIVE prompt written notice of any significant changes in the Work or deviations from the Contract Documents caused thereby. If the OWNER and the OWNER'S REPRESENTATIVE determine that a change to the Contract Documents is required because of the action taken in response to an emergency, a Field Directive Change or Change Order shall thereupon be issued covering the changes and deviations involved.

20 SHOP DRAWINGS AND SAMPLES

- 20.1 After checking and verifying all field measurements, the CONTRACTOR will submit to the OWNER'S REPRESENTATIVE for approval, in accordance with the acceptable schedule of Shop Drawing submission, five copies (or at the option of the OWNER'S REPRESENTATIVE, one reproducible copy) of all Shop Drawings, which shall have been checked by and stamped with the approval of the CONTRACTOR and identified as the OWNER'S REPRESENTATIVE may require. The data shown on the Shop Drawings will be complete with respect to dimensions, design criteria, materials of construction and the like to enable the OWNER'S REPRESENTATIVE to review the information as required.
- 20.2 The CONTRACTOR will also submit to the OWNER'S REPRESENTATIVE for approval with such promptness as to cause no delay in the Work, all samples required by the Contract Documents. All samples will have been checked by and stamped with the approval of the CONTRACTOR, identified clearly as to material, manufacturer, any pertinent numbers, and the use for which intended.
- 20.3 At the time of each submission, the CONTRACTOR will in writing call the OWNER'S REPRESENTATIVE'S attention to any deviations that the Shop Drawing or sample may have from the requirements of the Contract Documents and, in addition, shall cause a specific notation to be made on each shop drawing submitted for review and approval of each such variation.
- 20.4 The OWNER'S REPRESENTATIVE will review and approve with reasonable promptness Shop Drawings and Samples, but its review and approval shall be only for conformance with the design concept of the Project and for compliance with the information given in the Contract Documents. The approval of a separate item as such will not indicate approval of the assembly in which the item functions. The CONTRACTOR will make any corrections required by the OWNER'S REPRESENTATIVE and will return the required number of corrected copies of Shop Drawings and re-submit new samples until approved. All cost incurred by the OWNER for the review of a shop drawing in excess of two reviews shall be the CONTRACTORS responsibility. The CONTRACTOR'S stamp of approval on any Shop Drawing or sample shall constitute a representation to the OWNER'S REPRESENTATIVE that the CONTRACTOR has either determined and verified all quantities, dimensions, field construction criteria, materials, catalog numbers and similar data or he assumes full responsibility for doing so, and that he has reviewed or coordinated each Shop Drawing or sample with the requirements of the Work and the Contract Document.
- 20.5 No work requiring a Shop Drawing or sample submissions shall be commenced until the submission has been approved by the OWNER'S REPRESENTATIVE. Any related Work performed prior to review and approval by OWNER of the pertinent submission will be the sole expense and responsibility of the CONTRACTOR. A copy of each approved Shop Drawing and each approved sample shall be kept in good order by the CONTRACTOR at the site and shall be

available to the OWNER'S REPRESENTATIVE.

20.6 The OWNER'S REPRESENTATIVE approval of Shop Drawings or samples shall not relieve the CONTRACTOR from his responsibility for any deviations from the requirements of the Contract Documents, unless the CONTRACTOR has in writing called the OWNER'S REPRESENTATIVE attention to such deviation at the time of submission and OWNER and the OWNER'S REPRESENTATIVE have given written approval to the specific deviation; nor shall any approval by the OWNER'S REPRESENTATIVE relieve the CONTRACTOR from responsibility for errors or omissions in the Shop Drawings.

20.6.1 The CONTRACTOR shall, upon completion of the work, furnish to the Engineer two (2) complete sets of prints, neatly bound together, and in good condition, of all the CONTRACTOR'S, Subcontractors' and manufacturers' drawings as finally checked and reviewed by the Engineer with all modifications accepted by the Engineer subsequent thereto, showing the work as actually completed. Such "as-built" information for bridges, culverts, and similar structures shall also be provided by the CONTRACTOR.

21 INDEMNIFICATION

21.1 The CONTRACTOR shall indemnify, save harmless and defend the OWNER and all of its officers, agents, consultants and employees from and against all losses, claims, demands, payments, suits, actions, recoveries and judgments of every nature and description brought or recoverable against it or them by reason of any act or omission of the CONTRACTOR, his agent, consultants, employees, sub-contractors etc., in the execution of the work or in consequence of any negligence or carelessness in guarding the same and agrees to assume any related cost.

21.2 The CONTRACTOR shall assume all risk and bear any loss or injury to property or persons occasioned by neglect or accident during the progress of work until the same shall have been completed and accepted. The CONTRACTOR agrees to repair, restore, or rebuild any damages he causes to any property of OWNER. He shall also assume all blame or loss by reason of neglect or violation of any state or federal law or municipal rule, regulation, or order. The CONTRACTOR shall give to the proper authorities all required notices relating to the work, obtain all official permits and licenses and pay all proper fees. He shall repair any damage that may have occurred to any adjoining building, structure, utility, or private property in the course of this work.

22 CLEANING UP

22.1 The CONTRACTOR will keep the premises free from accumulations of waste materials, rubbish and other debris resulting from the Work; at the completion of the Work, he will remove all waste materials, rubbish and debris from and about the premises as well as all tools, construction equipment and machinery, and surplus materials, and will leave the site clean and ready for occupancy by OWNER. The CONTRACTOR will restore to their original condition those portions of the site not designated for alteration by the Contract Documents.

22.2 If the CONTRACTOR fails to clean up as provided in the Contract Documents, OWNER may do so and the cost thereof shall be deducted from the final retainage due the CONTRACTOR.

23 CONTINUING THE WORK

23.1 The CONTRACTOR shall carry on the Work and adhere to the progress schedule during all disputes and disagreements with OWNER. No work shall be delayed or postponed pending resolution of any disputes or disagreements, except as permitted (OWNER May Stop Work) or as the CONTRACTOR and OWNER may otherwise agree in writing.

24 ANTI-DISCRIMINATION

- 24.1 The CONTRACTOR for itself, its successors in interest, and assignees, as part of the consideration thereof covenant and agree that:
- 24.2 In the furnishing of services to the OWNER hereunder, no person on the grounds of race, religion, color, age, sex, national origin, handicap, or marital status shall be excluded from participation in, denied the benefits of, or otherwise be subjected to discrimination.
- 24.3 The CONTRACTOR will not discriminate against any employee or applicant for employment because of race, religion, color, age, sex, national origin, handicap, or marital status. The CONTRACTOR will make affirmative efforts to ensure that applicants are employed and that employees are treated during employment without regard to their race, religion, color, age, sex, national origin, handicap or marital status. Such action shall include, but not be limited to, acts of employment, upgrading, demotion or transfer; recruitment advertising; layoff or termination, rates of pay or other forms of compensation and selection for training, including apprenticeships.
- 24.4 CONTRACTOR agrees to post in a conspicuous place, available to employees and applicants for employment, notices setting forth the provisions of this anti-discrimination clause.
- 24.5 CONTRACTOR will provide all information and reports required by relevant regulations and/or applicable directives. In addition, the CONTRACTOR shall permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by OWNER to be pertinent to ascertain compliance. The CONTRACTOR shall maintain and make available relevant data showing the extent to which members of minority groups are beneficiaries under these contracts.
- 24.6 Where any information required of the CONTRACTOR is in the exclusive possession of another who fails or refuses to furnish this information, the CONTRACTOR shall so certify to the OWNER its efforts made toward obtaining said information. The CONTRACTOR shall remain obligated under this paragraph until the expiration of three years after the termination of this CONTRACT.
- 24.7 In the event of breach of any of the above anti-discrimination covenants, OWNER shall have the right to impose sanctions as it may determine to be appropriate, including withholding payment to the CONTRACTOR or canceling or terminating this CONTRACT, in whole or in part.
- 24.8 Additionally, the CONTRACTOR may be declared ineligible for further OWNER contracts by rule, regulation or order of OWNER, or as otherwise provided by law.
- 24.9 The CONTRACTOR will send to each labor union, or representative of workers with which the CONTRACTOR has a collective bargaining agreement or other contract of understanding, a notice informing the labor union or worker's representative of the CONTRACTOR'S commitments under this assurance and shall post copies of the notice in conspicuous places available to the employees and the applicants for employment.
- 24.10 The CONTRACTOR will include the provisions in every sub-contract under this contract to ensure its provisions will be binding upon each Sub-contractor. The CONTRACTOR will take such action with respect to any Sub-contractor, as the contracting agency may direct, as a means of enforcing such provisions, including sanctions for non-compliance.

25 WORK BY OTHERS

- 25.1 OWNER may perform additional Work related to the Project by itself, or it may let other direct contracts which shall contain General Conditions similar to these.
- 25.2 The CONTRACTOR will afford the other CONTRACTORS who are parties to such direct contracts (or OWNER, if it is performing the additional Work itself), reasonable opportunity for the introduction and storage of materials and equipment and the execution of the Work and shall properly connect and coordinate his work with theirs. Should the Contract entail relocation of facilities not a part of this Contract, the CONTRACTOR will coordinate and cooperate with the applicable entity responsible for this portion of the Work.
- 25.3 Water lines, gas lines, wire lines, service connections, water and gas meter boxes, water and gas valve boxes, light standards, cableways, signals, and all other utility appurtenances within the limits of the proposed construction which are to be relocated or adjusted are to be moved by the owners at their expense, unless otherwise provided in the Contract. It is understood and agreed that the CONTRACTOR has considered in his bid all of the permanent and temporary utility appurtenances in their present or relocated positions as shown on the plans and that no additional compensation will be allowed for any delays, inconveniences, or damage sustained to him due to any interference from the said utility appurtenances or the operation of moving them. If any part of the CONTRACTOR'S work depends (for proper execution) upon the Work of any such other CONTRACTOR (or OWNER), the CONTRACTOR will inspect and promptly report to the OWNER'S REPRESENTATIVE in writing, any defects, deficiencies, or delays in such Work that render it unsuitable for such proper execution and results. His failure to report shall constitute an acceptance of the Work, except as to defects, deficiencies and delays which may appear in the other Work after the execution of his Work.
- 25.4 The CONTRACTOR will do all cutting, fitting, and patching of his Work, which is consistent with the Contract Documents that may be required to make its several parts come together properly and fit it to receive or be received by such other Work. The CONTRACTOR will not endanger any Work of others by cutting, excavating, or otherwise altering such other Work and will only cut or alter such other work with the written consent of the OWNER'S REPRESENTATIVE.
- 25.5 If the performance of additional Work by other CONTRACTORS or OWNER is not noted in the Contract Documents prior to the execution of the Contract, written notice thereof shall be given to the CONTRACTOR prior to starting any such additional Work.
- 25.6 The CONTRACTOR shall be responsible for coordination with all activities with adjacent projects.

26 OWNER'S REPRESENTATIVE STATUS DURING CONSTRUCTION

- 26.1 OWNER'S Representatives
- 26.1.1 The OWNER shall issue all communications to the CONTRACTOR through the OWNER'S REPRESENTATIVE.
- 26.2 Clarifications and Interpretations
- 26.2.1 The OWNER'S REPRESENTATIVE will issue with reasonable promptness, through OWNER, such written clarifications, or interpretations of the requirements of the Contract Documents (in the form of Drawings or otherwise) as OWNER may determine necessary, which shall be consistent with or reasonably inferable from the overall intent of the Contract Documents. If the

CONTRACTOR believes that a written clarification or interpretation justifies an increase in the Contract Price or an extension of the Contract Time and the parties are unable to agree to the amount or extent thereof, the CONTRACTOR may make a claim.

26.3 Authorized Variations in Work

26.3.1 The OWNER'S REPRESENTATIVE may authorize, with prior approval from OWNER minor variations in the Work from the requirements of the Contract Documents which do not involve an adjustment in the Contract Price or the Contract Time and are consistent with the overall intent of the Contract Documents. These may be accomplished by a Field Change Order and the CONTRACTOR shall perform the Work involved promptly. If the CONTRACTOR believes that a Field Change Order justifies an increase in the Contract Price or an extension of the Contract Time and the parties are unable to agree as to the amount or extent thereof, the CONTRACTOR may make a claim.

27 CHANGES IN WORK

27.1 Without invalidating the Agreement, OWNER may unilaterally and at any time or from time-to-time order additions, deletions or revisions in the Work; these will be authorized by Change Orders or Field Directive Change. Upon receipt of a Change Order or Field Directive Change, the CONTRACTOR will proceed with the Work involved.

27.2 All such Work shall be executed under the applicable conditions of the Contract Documents.

27.3 If any Change Order or Field Directive Change causes an increase or decrease in the Contract Price or any extension or shortening of the Contract Time, an equitable adjustment will be made.

27.4 Additional Work performed by the CONTRACTOR without written authorization of a change in the form of an approved Change Order will not entitle him to an increase in the Contract Price or any extension of the Contract Time, except in the case of an emergency.

27.5 It is the CONTRACTOR'S responsibility to notify the Surety of any changes affecting the general scope of the Work or change of the Contract Price and the amount of the applicable Bonds shall be adjusted accordingly. The Surety's Acceptance must be submitted to the OWNER'S REPRESENTATIVE, by the CONTRACTOR, within ten calendar days of the initiation of the change.

28 CHANGE OF CONTRACT PRICE

28.1 The Contract Price constitutes the total compensation payable to the CONTRACTOR for performing the Work. All duties, responsibilities and obligations assigned to or undertaken by the CONTRACTOR shall be at his expense without change in the Contract Price.

28.2 The Contract Price may only be changed by a Change Order. Any claim for an increase or decrease in the Contract Price shall be in writing and delivered to the OWNER'S REPRESENTATIVE within fifteen calendar days of the occurrence of the event giving rise to the claim and stating the general nature of the claim. Notice of the amount of the claim with supporting data shall be delivered within sixty calendar days after such occurrence (unless OWNER allows an additional period of time to ascertain more accurate data in support of the claim) and shall be accompanied by the CONTRACTOR'S written statement that the amount claimed covers all known amounts (direct, indirect, and consequential) to which the CONTRACTOR has reason to believe it is entitled as a result of the occurrence of said event.

No claim for an adjustment in the Contract Price will be valid if not submitted in accordance. All claims for adjustment in the Contract Price shall be reviewed by the OWNER'S REPRESENTATIVE. Any change in the Contract Price shall be incorporated in a Change Order and approved by the OWNER. No claim by the CONTRACTOR for an equitable adjustment hereunder shall be allowed if asserted after final payment under this Contract.

- 28.3 Where the Work involved is covered by unit prices contained in the Contract Documents or subsequently agreed upon, by application of unit prices to the quantities of the items involved.
- 28.4 By mutual acceptance of a lump sum properly itemized and supported by sufficient substantiating data to permit evaluation.
- 28.5 By cost of the Work and mutually acceptable fixed amount for overhead and profit agreed upon by the parties.
- 28.6 If none of the above methods is agreed upon, the value shall be determined by the OWNER on the basis of cost of the Work and a percentage for overhead and profit. Cost shall only include labor (payroll, payroll taxes, fringe benefits, worker's compensation, etc.), materials, equipment, and other incidentals directly related to the Work involved.
- 28.7 In such cases the CONTRACTOR will submit in the form prescribed by OWNER an itemized cost breakdown together with supporting data. The amount of credit to be allowed by the CONTRACTOR to OWNER for any such change which results in a net decrease in cost will be the amount of the actual net decrease as determined by OWNER. When both additions and credits are involved in any one change, the combined overhead and profit shall be figured on the basis of the net decrease, if any.

29 CASH ALLOWANCE

- 29.1 It is understood that the CONTRACTOR has included in the Contract Price any allowances so named in the Contract Documents and shall cause the Work so covered to be done by such materialmen, suppliers, or SUB-CONTRACTORS and for such sums within the limit of the allowances as the OWNER may approve. Upon final payment, the Contract Price shall be adjusted as required and an appropriate Change Order issued. The CONTRACTOR agrees that the original Contract Price includes such sums as he deems proper for cost and profit on account of cash allowances. No demand for an additional sum for overhead or profit in connection therewith will be allowed.
- 29.2 Unit Price Work
 - 29.2.1 Where the Contract Documents provide that all or part of the Work is to be Unit Price Work, the Contract Price will be deemed to include for all Unit Price Work an amount equal to the sum of the established unit prices for each separately identified item of Unit Price Work times the estimated quantity of each item as indicated in the Agreement. The estimated quantities of items of Unit Price Work are not guaranteed and are solely for the purpose of comparison of Bids and determining an initial Contract Price.
 - 29.2.2 Each unit price will be deemed to include an amount considered by the CONTRACTOR to be adequate to cover the CONTRACTOR'S overhead and profit for each separately identified item.
 - 29.2.3 The unit price of an item of Unit Price Work shall be subject to revaluation and adjustment under the following conditions:
 - 29.2.3.1 If the total cost of a particular item of Unit Price Work amounts to 5% or

more of the Contract Price and the variation in the quantity of that particular item of Unit Price Work performed by the CONTRACTOR differs by more than 15% from the estimated quantity of such item indicated in the Agreement; and,

- 29.2.3.2 If there is no corresponding adjustment with respect to any other item of Work; and
- 29.2.3.3 If the CONTRACTOR believes that it has incurred additional expense as a result thereof; or
- 29.2.3.4 If the OWNER believes that the quantity variation entitles it to an adjustment in the unit price, either OWNER or the CONTRACTOR may make a claim for an adjustment in the Contract Price if the parties are unable to agree as to the effect of any such variations in the quantity of Unit Price Work performed.

30 CHANGE OF CONTRACT TIME

- 30.1 The Contract Time may only be changed by a Change Order. Any claim for an extension in the Contract Time shall be in writing and delivered to the OWNER'S REPRESENTATIVE within fifteen calendar days of the occurrence of the event giving rise to the claim and stating general nature of the claim. Notice of the extent of the claim with supporting data (analysis and documentation) shall be delivered within sixty calendar days after such occurrence (unless the OWNER'S REPRESENTATIVE allows an additional period of time to ascertain more accurate data in support of the claim) and shall be accompanied by the CONTRACTOR'S written statement that the adjustment claimed is the entire adjustment to which the CONTRACTOR has reason to believe it is entitled as a result of the occurrence of said event. If adverse weather conditions are the basis for a claim for additional time, such claim shall be documented by data substantiating that weather conditions were abnormal for the period of time and could not have been reasonably anticipated, and that the weather conditions had an adverse effect on the scheduled construction. No claim by the CONTRACTOR under this provision shall be allowed unless the CONTRACTOR has given the notice and the analysis and documentation required in this paragraph. All claims for adjustment in the Contract Time shall be determined by the OWNER'S REPRESENTATIVE. Any change in the Contract Time resulting from any such claim shall be incorporated in a Change Order.
- 30.2 OWNER shall not be responsible for any delay in the completion of the project where the delay is beyond the control or without fault or negligence on behalf of the OWNER. The OWNER shall not be held accountable for extra compensation or an extension of time due to default by the CONTRACTOR, SUB-CONTRACTORS, or suppliers in the furnishing of labor or materials for the project or having to replace defective materials.
- 30.3 The CONTRACTOR shall be entitled to a claim for an extension of time when a delay or hindrance is caused by an act of God, or any act or omission on the part of the OWNER, provided the CONTRACTOR gives notice to the OWNER'S REPRESENTATIVE within fifteen calendar days of the occurrence of the event giving rise to the claim and having stated the general nature of the claim. The CONTRACTOR'S sole remedy shall be an extension of Contract Time.
- 30.4 No extension of Contract Time or increases in Contract Price shall be granted for any delay caused either by (1) inadequate crewing, default or bankruptcy of lower tier contract, slow submittals, etc., or (2) by severe though not unusual weather conditions (other than hurricanes and tornadoes) or (3) any delay impacting a portion of the Work within the available total float or slack time and not necessarily preventing completion of the Work within the Contract Time

unless otherwise agreed to by the OWNER in its sole discretion or (4) for any delay which is caused by the CONTRACTOR having to replace defective material or equipment or (5) delays attributable to the lack of performance by Sub-contractors regardless of the reasons.

30.5 All time limits stated in the Contract Documents are of the essence of the Agreement. Shall not exclude recovery for damages (including but not limited to fees and charges of engineers, architects, attorneys and other professionals and court cost) for delay by either party.

31 WARRANTY AND GUARANTEE: ACCEPTANCE OF DEFECTIVE WORK

31.1 Warranty and Guarantee

31.1.1 The CONTRACTOR warrants and guarantees to the OWNER that all materials and equipment will be new unless otherwise specified and that all Work will be of good quality, free from faults or defects and in accordance with the requirements of the Contract Documents and any inspections, test or approvals referred to in this Article. All unsatisfactory Work, all faulty Work, and all Work not conforming to the requirements of the Contract Documents, or such inspections, tests or approvals shall be considered defective. Prompt notice of all defects shall be given to the CONTRACTOR. All defective Work, whether or not in place, may be rejected, corrected or accepted as provided herein. CONTRACTOR is to assign any and all warranties or guarantees on equipment, materials, etc. to the OWNER.

31.2 Tests and Inspections

31.2.1 If the Contract Documents, laws, ordinances, rules, regulations, or order of any public authority having jurisdiction require any Work to specifically be inspected, tested or approved by someone other than the CONTRACTOR, the CONTRACTOR will give the OWNER'S REPRESENTATIVE forty-eight (48) hours' notice of readiness, therefore. The CONTRACTOR will furnish the OWNER'S REPRESENTATIVE with the required certificates of inspection, testing or approval. All such tests will be in accordance with the methods prescribed by the American Society for Testing and Materials, or such other applicable organizations as may be required by law or the Contract Documents. If any such Work required to be inspected, tested, or approved is covered without written approval of the OWNER'S REPRESENTATIVE, it shall, if requested by the OWNER'S REPRESENTATIVE, be uncovered for observation at the CONTRACTOR'S expense. The cost of all such inspections, tests and approvals shall be borne by the CONTRACTOR unless otherwise provided.

31.2.2 Project field testing of materials required by the specifications or the OWNER'S REPRESENTATIVE shall be provided by and at the expense of the OWNER. The CONTRACTOR shall coordinate and schedule the required testing. The CONTRACTOR shall pay for all retests when the initial test result reveals that the materials failed to meet the requirements of the specifications. The CONTRACTOR shall notify the OWNER'S REPRESENTATIVE twenty-four (24) hours prior to conducting any test so the OWNER's REPRESENTATIVE may be present.

31.2.3 The OWNER'S REPRESENTATIVE shall have the right to require all materials to be submitted to tests prior to incorporation in the Work. In some instances, it may be expedient to perform these tests at the source of supply, and for this reason, it is required that the CONTRACTOR furnish the OWNER'S REPRESENTATIVE with the information concerning the location of his source before incorporating material into the Work. This does not in any way obligate the OWNER'S REPRESENTATIVE to perform tests for acceptance of material and does not relieve the CONTRACTOR of his responsibility to furnish satisfactory material. The CONTRACTOR shall furnish manufacturer's certificates of compliance with these specifications covering

manufactured items incorporated in the Work.

- 31.2.4 Neither observations by the OWNER'S REPRESENTATIVE, nor inspections, tests, or approvals by persons other than the CONTRACTOR shall relieve the CONTRACTOR from his obligations to perform the Work in accordance with the requirements of the Contract Documents.
- 31.2.5 Testing/Permits: The CONTRACTOR shall be responsible for performing any testing and the cost for all items that may be required as part of the NPDES, FDEP, USACOE and SFWMD permits.

32 CLOSE OUT PROCEDURE

32.1 General Operating/Maintenance Instructions & Manuals

- 32.1.1 The CONTRACTOR shall organize maintenance operating manual information into four suitable sets of manageable size and bind into individual binders properly identified and indexed (thumb-tabbed). Emergency instructions, spare parts listing, warranties, wiring diagrams, recommended "turn around" cycles, inspection procedures, shop drawings, product data, and similar acceptable information shall be included. The CONTRACTOR shall bind each manual of each set in a heavy duty, 3-ring vinyl covered binder, and include pocket folders for folded sheet information. Mark identification on both front and spine of each binder.
- 32.1.2 Arrange for each installer of work requiring continuing maintenance (by the OWNER) or operation, to meet with the OWNER'S personnel, at the project site, to provide basic instructions needed for proper operation and maintenance of the entire work. Include instructions by manufacturer's representatives where installers are not expert in the required procedures. Review maintenance manuals, record documentation, tools, spare parts and materials, lubricants, fuels, identification system, control sequences, hazards, cleaning and similar procedures and facilities. For operational equipment, demonstrate start-up, shut-down, emergency operations, noise and vibration adjustments, safety, economy/efficiency adjustments, and similar operations. Review maintenance and operations in relation with applicable guaranties, warranties, agreements to maintain, bonds, and similar continuing commitments.

33 ACCESS TO THE WORK

- 33.1 The OWNER and the OWNER'S REPRESENTATIVE shall at all times have access to the Work. The CONTRACTOR shall provide proper facilities for such access and observation of the Work and also for any inspection or testing thereof by others.

34 UNCOVERING THE WORK

- 34.1 If any work has been covered which the OWNER'S REPRESENTATIVE has not specifically requested to observe prior to its being covered, or if the OWNER'S REPRESENTATIVE considers it necessary or advisable that covered Work be inspected or tested by others, the CONTRACTOR, at the OWNER'S REPRESENTATIVE'S request, will uncover, expose or otherwise make available for observation, inspection or testing as the OWNER'S REPRESENTATIVE may require, that portion of the Work in question, furnishing all necessary labor, material and equipment. If it is found that such Work is defective, the CONTRACTOR will bear all the expense of such uncovering, exposure, observation, inspection, and testing, and of satisfactory reconstruction. If, however, such Work is not found to be defective, the CONTRACTOR will be allowed an increase in the Contract Price or an extension of the Contract Time, or both, directly attributable to such uncovering, exposure, observation, inspection, testing and reconstruction, if he makes a claim, therefore.

35 OWNER MAY STOP WORK

- 35.1 If the Work is defective, if the CONTRACTOR fails to supply sufficient skilled workmen or suitable materials or equipment, or if the CONTRACTOR fails to make prompt payments to SUB-CONTRACTORS for labor, materials or equipment: the OWNER may order the CONTRACTOR to stop the Work, or any portion thereof, until the cause for such order has been eliminated; however, this right of the OWNER to stop the work shall not give rise to any duty on the part of the OWNER to exercise this right for the benefit of the CONTRACTOR or any other party.

- 35.2 Notwithstanding Paragraph 35.1, the OWNER may also issue a Stop Work Order for the following reasons:
 - 35.2.1 Insufficient Maintenance of Traffic practices.
 - 35.2.2 Failure to comply with permits regarding pollution control.
 - 35.2.3 Insufficient construction materials or methods.
 - 35.2.4 Failure to provide a safe working environment in accordance with the US Department of Labor Occupational Safety and Health Administration (OSHA).

- 35.3 Upon notice of the Stop Work Order, the CONTRACTOR shall cease all contracted work except for the activities required to correct the problem and as directed by the OWNER.
- 35.4 If the CONTRACTOR fails to correct the problem causing the Stop Work Order and there is immediate threat to the public's health, safety, or environmental protection, the OWNER may perform any remedial activities necessary to protect the public and environment. Any costs incurred by OWNER in the performance of this work shall be deducted from monies due the CONTRACTOR or paid by the CONTRACTOR to OWNER .
- 35.5 No increase in the Contract Price or extension of the Contract Time will be granted for any delays or loss of time due to a Stop Work Order.

36 CORRECTION OR REMOVAL OF DEFECTIVE WORK

- 36.1 If required by the OWNER'S REPRESENTATIVE prior to approval of final payment, the CONTRACTOR will, promptly, without cost to the OWNER and as specified by the OWNER'S REPRESENTATIVE, either correct any defective Work whether or not fabricated, installed, or completed or, if the Work has been rejected by the OWNER'S REPRESENTATIVE, remove it from the site and replace it with non-defective Work. If the CONTRACTOR does not correct such defective Work or remove and replace such rejected Work within ten calendar days, all as specified in a written notice from the OWNER'S REPRESENTATIVE, the OWNER'S REPRESENTATIVE may have the deficiency corrected or the rejected Work removed and replaced. All direct or indirect costs of such correction or removal and replacement shall be paid by the CONTRACTOR. The CONTRACTOR will also bear the expense of making good all Work of others destroyed or damaged by his correction, removal or replacement of his defective Work.

37 ONE YEAR CORRECTION PERIOD

- 37.1 If, after the approval of the final payment and prior to the expiration of one year after the date of Final Completion or such longer period of time as may be prescribed by law or by the terms of any applicable special guarantee required by the Contract Documents, any Work is found to be defective, the CONTRACTOR will promptly, without cost to OWNER, and in accordance with the OWNER'S REPRESENTATIVE'S written instructions, either correct such defective Work or, if it has been rejected by the OWNER'S REPRESENTATIVE, remove it from the site and replace it with non-defective Work. If, within seven calendar days, the CONTRACTOR does not comply with the terms of such instructions, the Bonding Company

shall be notified of default and requested to make repairs or replacement, the OWNER may have the defective Work corrected or the rejected Work removed and replaced. All direct and indirect costs of such removal and replacement shall be paid by the CONTRACTOR.

38 ACCEPTANCE OF DEFECTIVE WORK

38.1 If, instead of requiring correction or removal and replacement of defective Work, OWNER prefers to accept it, OWNER may do so. In such case, if acceptance occurs prior to approval of final payment, a Change Order shall be issued incorporating the appropriate revisions to the Contract Documents including an appropriate reduction in the Contract Price. If the acceptance occurs after approval of the final payment, an appropriate amount shall be paid by the CONTRACTOR to OWNER.

39 NEGLECTED WORK BY CONTRACTOR

39.1 If the CONTRACTOR should neglect to prosecute the Work in accordance with the Contract Documents, including any requirements of the progress schedule, OWNER may, after three calendar days written notice to the CONTRACTOR and without prejudice to any other remedy it may have, make good such deficiency and the cost thereof shall be charged against the CONTRACTOR. A Change Order shall be issued incorporating the appropriate revision to the Contract Documents including an appropriate reduction in the Contract Price. If the payments then or thereafter due the CONTRACTOR are not sufficient to cover such amount, the CONTRACTOR shall pay the difference to OWNER .

40 PAYMENT AND COMPLETION

40.1 Schedule of Values

40.1.1 Within ten (10) calendar days after the effective date of the Agreement, the CONTRACTOR must submit a schedule of values of the Work including quantities and unit prices totaling to the Contract Price. This schedule shall be satisfactory in form and substance to OWNER and shall subdivide the Work into sufficient detail to serve as the basis for progress payments during construction. Upon approval of the schedule of values by the OWNER'S REPRESENTATIVE, it shall be incorporated into the Estimate and Requisition for Payment prescribed by OWNER. Unit Price Contracts shall have the bid proposal prices incorporated into the Estimate and Requisition for Payment.

40.2 Application for Progress Payment

40.2.1 Bid proposal units and unit prices shall serve as the basis for progress payments during construction. The bid proposal process shall be incorporated into the Estimate and Requisition for Payment Form No. CSD:505(4) prescribed by OWNER .

40.2.2 Not more often than once a month, nor less often than specified in the approved payment schedule, and on a date established at the Project Pre-Construction Conference, the CONTRACTOR will submit to the OWNER'S REPRESENTATIVE for review the Estimate and Requisition for Payment form filled out and signed by the CONTRACTOR covering the Work completed as of the date of the Application and supported by such data as the OWNER'S REPRESENTATIVE may reasonably require. Also, if payment is requested on the basis of materials and equipment not incorporated in the Work but delivered and suitably stored at the site or at another location agreed to in writing, the Application for Payment shall also be accompanied by such supporting data, satisfactory to the OWNER'S REPRESENTATIVE, as will establish the OWNER'S title to the material and equipment and protect its interest therein, including applicable insurance. All progress payments will be subject to the retainage percentage specified in the Contract Documents. Such retainage shall be paid and will be issued in the final payment after acceptance by OWNER of the Work.

41 CONTRACTOR'S WARRANTY OF TITLE

- 41.1 The CONTRACTOR warrants and guarantees that title to all Work, materials and equipment covered by an application for progress payment, whether incorporated in the Project or not, will be passed to OWNER prior to the next making of application for progress payment, free and clear of all liens, claims, security interest and encumbrances; and that no Work, materials or equipment covered by an Application for Payment will have been acquired by the CONTRACTOR or by any other person performing the Work at the site or furnishing materials and equipment for the Project subject to an agreement under which an interest therein or encumbrance thereon is retained by the seller or otherwise imposed by the CONTRACTOR or such other person.

42 APPROVAL OF PAYMENTS

- 42.1 The OWNER'S REPRESENTATIVE will, within ten calendar days after receipt of each Application for Payment, either indicate his approval of payment and deliver the application to OWNER or return the Application to the CONTRACTOR indicating in writing the reason for refusing to approve payment. In the latter case, the CONTRACTOR may make the necessary corrections and re-submit the Application. OWNER will, within five calendar days after receipt of each approved application for payment, either indicate their approval of payment, and within fifteen calendar days pay the CONTRACTOR the amount approved or return the application to the CONTRACTOR thru the OWNER'S REPRESENTATIVE indicating in writing the reason for refusing to approve payment. In the latter case, the CONTRACTOR may make the necessary corrections and resubmit the application to the OWNER'S REPRESENTATIVE.
- 42.2 The OWNER'S REPRESENTATIVE'S approval of any payment requested in an Application for Payment shall constitute a representation by him to the OWNER, based on the OWNER'S REPRESENTATIVE'S on-site observations of the Work in progress and on his review of the Application for Payment and the supporting data that the CONTRACTOR is entitled to payment of the amount approved.
- 42.3 The OWNER'S REPRESENTATIVE'S approval of final payment shall constitute an additional representation by him to the OWNER that the conditions precedent to the CONTRACTOR'S being entitled to final payment as set forth have been fulfilled.
- 42.4 The OWNER'S REPRESENTATIVE may refuse to approve the whole or any part of any payment if in his opinion; he is unable to make such representations to OWNER. He may then refuse to approve any such payment because of subsequently discovered evidence or the results of subsequent inspections or test, nullify any such payment previously approved, to such extent as may be necessary in his opinion to protect OWNER from loss because:
- 42.4.1 The Work is defective;
 - 42.4.2 A portion of such payment is the subject of a dispute or claim that has been filed;
 - 42.4.3 The Contract Price has been reduced because of Modifications;
 - 42.4.4 OWNER has been required to correct defective Work or complete the Work, or of unsatisfactory prosecution of the Work, including failure to clean up as required.

43 SUBSTANTIAL COMPLETION

- 43.1 Prior to final payment, the CONTRACTOR shall, in writing to the OWNER'S REPRESENTATIVE, certify that the entire Project is substantially complete and request that the OWNER'S REPRESENTATIVE issue a Certificate of Substantial Completion. Within fourteen calendar days thereafter, the OWNER'S REPRESENTATIVE and the CONTRACTOR will make an inspection of the Project to determine the status of completion. If OWNER does not consider the Project substantially complete, it will notify the

CONTRACTOR in writing giving the reasons, therefore. If OWNER considers the Project substantially complete, a Certificate of Substantial Completion will be issued. This certificate shall fix the date of Substantial Completion and the responsibilities between OWNER and the CONTRACTOR for maintenance, heat, and utilities. The Certificate of Substantial Completion will also include a punch list of items to be completed or corrected, said time to be within the Contract Time, and the estimated cost to complete each item on the list. The list of items shall be prepared by OWNER following the inspection and provided to the CONTRACTOR within 30 days of the date of the inspection. The CONTRACTOR shall then provide the estimated cost to complete each item on the list back to OWNER within 30 days. Within 20 business days after the list is created, OWNER must pay the contractor the remaining contract balance that includes all retainage previously withheld by OWNER less an amount equal to 150 percent of the estimated cost to complete the items on the list. OWNER shall have the right to exclude the CONTRACTOR from the Project after the date of Substantial Completion, but OWNER will allow the CONTRACTOR reasonable access to complete items on the punch list.

44 PARTIAL UTILIZATION

- 44.1 Prior to final payment, the OWNER'S REPRESENTATIVE may request the CONTRACTOR to permit the use of a specified part of the Project which OWNER believes it may use without significant interference with construction of the other parts of the Project. If the CONTRACTOR agrees, he will certify to the OWNER'S REPRESENTATIVE that said part of the Project is substantially complete and request the OWNER'S REPRESENTATIVE to issue a Certificate of Substantial Completion for that part of the Project. Within fourteen calendar days thereafter, the OWNER'S REPRESENTATIVE and the CONTRACTOR will make an inspection of that part of the Project to determine its status of completion. If OWNER considers that part of the Project to be substantially complete, the OWNER'S REPRESENTATIVE will deliver to the CONTRACTOR a certificate to that effect, fixing the date of Substantial Completion as to that part of the Project, and listing the punch list of items to be completed or corrected before final payment, the estimated cost to complete each item on the list and fixing the responsibility between OWNER and the CONTRACTOR for maintenance, heat, and utilities as to that part of the Project. This list shall be prepared by OWNER following the inspection and provided to the CONTRACTOR within 30 days of the date of the inspection. The CONTRACTOR shall then provide the estimated cost to complete each item on the list back to OWNER within 30 days. OWNER shall have the right to exclude the CONTRACTOR from any part of the Project, which is so certified to be substantially complete, but OWNER will allow the CONTRACTOR reasonable access to complete or correct items on the punch list.
- 44.2 If OWNER fails to provide the punch list to the CONTRACTOR within the timeframe specified in Paragraph 44.1, the CONTRACTOR may submit a payment request to OWNER for the remaining balance of the contract, including all remaining retainage withheld by OWNER. OWNER will then pay the CONTRACTOR within 20 business days after receipt of a proper invoice or payment request. If OWNER has provided written notice to the CONTRACTOR specifying the failure of the CONTRACTOR to meet contract requirements in the development of the list of items to be completed, OWNER must pay the CONTRACTOR the remaining balance of the contract, less an amount equal to 150 percent of the estimated cost to complete the items that OWNER intended to include on the list.

45 FINAL INSPECTION

- 45.1 Upon written notice from the CONTRACTOR that the Project is complete, the OWNER'S REPRESENTATIVE will make a final inspection with the CONTRACTOR and will notify

the CONTRACTOR in writing of any particulars which this inspection reveals that the Work is defective. The CONTRACTOR shall immediately make such corrections as are necessary to remedy the defects within a reasonable time.

46 FINAL INSPECTION FOR PAYMENT

46.1 After the CONTRACTOR has completed any such corrections to the satisfaction of the OWNER'S REPRESENTATIVE and delivered all maintenance and operating instructions, schedules, guarantees, bonds, Certificates of Inspection, and other documents as required by the Contract Documents, he may make application for final payment following the procedure for progress payments. The final Application for Payment shall be accompanied by legally effective final releases or waivers of liens from the CONTRACTOR and all SUB-CONTRACTORS which performed services for the CONTRACTOR pursuant to the Contract Documents and the consent of surety, if applicable to final payment.

47 APPROVAL OF FINAL PAYMENT

47.1 If, on the basis of its observations and review of the Work during construction, its final inspection and its review of the final Estimate and Requisition for Payment, all as required by the Contract Documents, the OWNER'S REPRESENTATIVE is satisfied that the Work has been completed and the CONTRACTOR has fulfilled all of his obligations under the Contract Documents, it will, within ten calendar days after receipt of the final Application for Payment, indicate in writing its approval of payment and deliver the application to OWNER. Otherwise, it will return the Application to the CONTRACTOR, indicating in writing its reason for refusing to approve final payment, in which case the CONTRACTOR will make the necessary corrections and re-submit the Application. OWNER will, within fifteen calendar days after receipt of approved application for final payment, either indicate their approval of the estimate and requisition application for payment and within fifteen calendar days pay the CONTRACTOR the amount approved by OWNER and issue a Certificate of Final Completion or return the application thru the OWNER'S REPRESENTATIVE indicating in writing the reason for refusing to approve payment. In the latter case, the CONTRACTOR may make the necessary corrections and resubmit the application to the OWNER'S REPRESENTATIVE.

47.2 The Substantial Completion date and Final Completion date are established in order to assess Liquidated Damages and not in order to establish a date for final payment. The final payment will be processed after Final Completion and in compliance with Section 218.735, Florida Statutes 42.3 If, after substantial Completion of the Work, final completion is materially delayed through no fault of the CONTRACTOR, and the OWNER'S REPRESENTATIVE so confirms, OWNER shall and without terminating the Agreement, make payment of the balance due for that portion of the Work fully completed and accepted. If the remaining balance for Work not fully completed or corrected is less than the retainage stipulated in the Agreement, and if bonds have been furnished as required, the written consent of the Surety to the payment of the balance due for that portion of the Work fully completed and accepted shall be submitted by the CONTRACTOR to the OWNER'S REPRESENTATIVE, prior to certification of such payment. Such payment shall be made under the terms and conditions governing final payment, except that it shall not constitute a waiver of claims.

47.3 If liquidated damages are to be deducted from the final payment, OWNER shall so notify the CONTRACTOR in writing at least seven calendar days prior to OWNER'S submittal to Finance.

47.4 The CONTRACTOR will be required to submit with his final payment documents a DBE Participation Certification, indicating all DBE sub-contractor(s) and amount(s) utilized for the

project.

- 47.5 If the CONTRACTOR did not utilize the DBE firm(s) listed on the Bid Proposal, a letter of justification, as to why shall be submitted along with the DBE Participation Certification.
- 47.6 At the final completion of the construction project if the OWNER experienced problems with the CONTRACTOR the OWNER will prepare a CONTRACTOR Performance Evaluation, and forward to the CONTRACTOR for review, comment, and signature.
- 47.7 Upon receipt of the CONTRACTOR Performance Evaluation the CONTRACTOR will have seven calendar days, from the date received, to review, comment, sign and return back to the OWNER. If the evaluation has not been received back from the CONTRACTOR within the seven calendar days, OWNER will assume the CONTRACTOR fully agrees with and has no comments to the evaluation. The evaluation will then be placed on file with OWNER.

48 CONTRACTOR'S CONTINUING OBLIGATION

- 48.1 The CONTRACTOR'S obligation to perform the Work and complete the Project in accordance with the Contract Documents shall be absolute. Neither approval of any progress or final payment by OWNER, the issuance of the Certificates of Completion, any payment by OWNER to the CONTRACTOR under the Contract Documents, any use or occupancy of the Project or any part thereof by OWNER, any act of acceptance by OWNER, any failure to do so, nor any correction of defective Work by OWNER shall constitute an acceptance of Work not in accordance with the Contract Documents.

49 WAIVER OF CLAIMS

- 49.1 The making and acceptance of final payment shall constitute:
 - 49.1.1 A waiver of all claims by OWNER against the CONTRACTOR other than those arising from unsettled liens, from defective Work appearing after final payment or from failure to comply with the requirements of the Contract Documents, or from the terms of any special guarantees specified therein, and,
 - 49.1.2 A waiver of all claims by the CONTRACTOR against OWNER other than those previously made in writing and still unsettled.

50 OWNER MAY TERMINATE

- 50.1 MATERIAL BREACH A CONTRACTOR may be Terminated for Cause by OWNER, at the sole discretion of the Procurement Management Director, for failing to perform a contractual requirement or for a material breach of any term or condition. A material breach of a term or condition of the Agreement may include but is not limited to: 1. CONTRACTOR failure to perform services or deliver materials, supplies, or equipment by the date required or by an alternate date as mutually agreed in a written amendment to the Agreement; 2. CONTRACTOR failure to carry out any warranty or fails to perform or comply with any mandatory provision of the Agreement; 3. CONTRACTOR becomes insolvent or in an unsound financial condition so as to endanger performance hereunder; 4. CONTRACTOR becomes the subject of any proceeding under any law relating to bankruptcy, insolvency or reorganization, or relief from creditors and/or debtors that endangers the CONTRACTOR'S proper performance hereunder; 5. Appointment of any receiver, trustee, or similar official for CONTRACTOR or any of the CONTRACTOR's property and such appointment endangers the CONTRACTOR'S proper performance hereunder; 6. A determination that the CONTRACTOR is in violation of federal, state, or local laws or regulations and that such determination renders the CONTRACTOR unable to perform any aspect of the Agreement.

- 50.2 **OPPORTUNITY TO CURE** In the event that CONTRACTOR fails to perform a contractual requirement or materially breaches any term or condition, OWNER may issue a written cure notice to the CONTRACTOR and its surety. The CONTRACTOR may have a period of time in which to cure. OWNER is not required to allow the CONTRACTOR to cure defects if the opportunity for cure is not feasible as, determined solely within the discretion of OWNER . Time allowed for cure shall not diminish or eliminate CONTRACTOR'S liability for damages, or otherwise affect any other remedies available against CONTRACTOR under the Agreement or by law. If the breach remains after CONTRACTOR has been provided the opportunity to cure, OWNER may do any one or more of the following: 1. Exercise any remedy provided by law; 2. Terminate this Agreement and any related contracts or portions thereof; 3. Procure replacements and impose damages as set forth elsewhere in this Agreement, if applicable; 4. Impose actual or liquidated damages; 5. Suspend or bar CONTRACTOR from receiving future solicitations or other opportunities; 6. Require CONTRACTOR to reimburse OWNER for any loss or additional expense incurred as a result of default or failure to satisfactorily perform the terms of the Agreement.
- 50.3 **TERMINATION FOR CAUSE** In the event the Procurement Management Director, in its sole discretion, determines that the CONTRACTOR has failed to comply with the conditions of this Agreement in a timely manner or is in material breach, the Procurement Management Director has the right to terminate this Agreement, in part or in whole. The Procurement Management Director shall notify the CONTRACTOR and its surety in writing of the need to take corrective action. If corrective action is not taken within thirty (30) calendar days or as otherwise specified by the Procurement Management Director, or if such corrective action is deemed by OWNER to be insufficient, the Agreement may be terminated. OWNER reserves the right to withhold further payments, or prohibit the CONTRACTOR from incurring additional obligations of funds during investigation of the alleged breach and pending corrective action by the CONTRACTOR or a decision by OWNER to terminate the Agreement. In the event of termination, OWNER shall have the right to procure any replacement materials, supplies, services and/or equipment that are the subject of this Agreement on the open market. In addition, the CONTRACTOR shall be liable for damages as authorized by law including, but not limited to, any price difference between the original Agreement and the replacement or cover contract and all administrative costs directly related to the replacement contract, e.g., cost of the competitive bidding, mailing, advertising and staff time. If it is determined that: (1) the CONTRACTOR was not in material breach; or (2) failure to perform was outside of CONTRACTOR'S or its subcontractor's control, fault or negligence, the termination shall be deemed to be a "Termination for Convenience." The rights and remedies of OWNER provided in this Agreement are not exclusive and are in addition to any other rights and remedies provided by law.
- 50.4 Where the CONTRACTOR'S services have been so terminated by OWNER, said termination shall not affect any rights of OWNER against the CONTRACTOR then existing or which may thereafter accrue.
- 50.5 If so terminated, any retention or payment of monies by OWNER due the CONTRACTOR will not release the CONTRACTOR from liability accruing under this Contract.
- 50.6 If after notice of termination of the CONTRACTOR'S right to proceed under the provisions of this clause, it is determined for any reason that the CONTRACTOR was not in default under the provisions or that the delay was excusable, the rights and obligations of the parties shall be the same as if the notice of termination had not been issued.
- 50.7 Except as otherwise provided in the Agreement, OWNER, at the sole discretion of the Procurement Management Director, may terminate this Agreement, in whole or in part by giving thirty (30) calendar days written notice beginning on the second day after mailing to the CONTRACTOR. If this Agreement is so terminated, OWNER shall be liable only for payment

required under this Agreement for properly authorized services rendered, or materials, supplies and/or equipment delivered to and accepted by OWNER prior to the effective date of Agreement termination. OWNER shall have no other obligation whatsoever to the CONTRACTOR for such termination.

51 MISCELLANEOUS

51.1 General

51.1.1 All Specifications, Drawings and copies thereof furnished by OWNER, to the CONTRACTOR, shall remain the OWNER'S property. They shall not be used on another Project.

51.1.2 The duties and obligations imposed by these General Conditions and the rights and remedies available hereunder, and, in particular but without limitation, the warrants, guarantees and obligations imposed upon the CONTRACTOR and the rights and remedies available to OWNER thereunder shall be in addition to and not a limitation of any otherwise imposed or available by law, by special guarantee or other provisions of the Contract Documents.

51.1.3 Should OWNER or the CONTRACTOR suffer injury or damage to its person or property because of any error, omission, or act of the other or any of his employees, agents, or others for whose acts he is legally liable, claim should be made in writing to the other party within seven calendar days of the first observance of such injury or damage.

51.1.4 The Contract Documents shall be governed by the laws of the State of Florida, the County of Lee, and the municipality in which the project is being done.

51.2 **Right-of-Way Station Boards:** The CONTRACTOR must establish and maintain throughout construction the right-of-way station boards at every even station within ten (10) days after the Notice to Proceed to assist and expedite construction and utility coordination. No additional compensation or separate pay item will be made for this work.

51.3 **Abbreviations:** Reference in the technical specifications to the specifications or requirements of technical societies, associated organization, or bodies shall mean their most current specifications. These groups are identified in the technical specifications.

51.4 **Use of Public Streets:** The use of public streets and roads shall be such as to minimize any inconvenience to the public and to other traffic. Any earth or other excavation materials spilled from trucks shall be removed by the CONTRACTOR and the streets and roads shall be cleaned by the CONTRACTOR to the satisfaction of OWNER.

51.5 **Damage to Existing Property, Structures and Utilities:** The CONTRACTOR shall be held responsible for and shall repair all damage to pavement beyond the limits of the contract or outside the right-of-way. Also, the CONTRACTOR shall repair if damaged buildings, telephone or other cables, poles, signs, mailboxes, irrigation piping, water pipes, sanitary pipes, or other structures which may be encountered, whether or not they are shown on the Drawings. Information shown on the Drawings as to the location of existing utilities has been prepared from the most reliable data available to the Engineer. However, this information is not guaranteed, and it shall be the CONTRACTOR'S responsibility to determine the location, character, and depth of any existing utilities. The CONTRACTOR shall assist the utility companies, by every means possible, to determine said locations. The CONTRACTOR shall exercise extreme caution to eliminate any possibility of any damage to utilities resulting from his activities.

- 51.5.1 At least two (2) business days prior to excavating any section of the Work, the CONTRACTOR shall call the utility companies noted on the plans and inform them that Work on the specific section is about to commence and request that they field locate their underground utilities.
- 51.5.2 When proceeding with the Work, the CONTRACTOR shall exercise due caution to protect all underground and overhead utilities and existing structures from damage. In keeping with the Trench Safety Act, the CONTRACTOR shall provide all sheeting, shoring, and bracing that may be required to properly protect adjacent property, structures, and people. The CONTRACTOR shall repair, to the satisfaction of the OWNER, any surface or subsurface Improvement damaged during the course of the Work (unless such improvement is shown to be abandoned or removed) whether or not such improvement is shown on the Drawing. Should any utilities be encountered that are not shown on the Drawing, the CONTRACTOR shall immediately notify the OWNER'S REPRESENTATIVE and shall take all due caution necessary to protect the utility.
- 51.6 Adjustment of Grades: Adjustments of grades shown on Drawings may be necessary to conform to actual field conditions or to maintain cover under proposed future grades. Such adjustments shall be considered part of the job conditions and no extra compensation will be allowed for such changes, except where specifically otherwise noted in the plans or specifications. Such adjustments must be approved by the OWNER'S REPRESENTATIVE prior to being made.
- 51.7 Existing Drainage: Existing drainage shall be maintained at all times and drainage under construction shall be left open so as not to cause flooding due to blockage. Any damage to construction caused by this requirement shall be the responsibility of the CONTRACTOR.
- 51.8 Reference to Other Specifications
- 51.8.1 Reference to FDOT Specifications shall mean the State of Florida Department of Transportation Standard Specifications for Road and Bridge Construction dated July 2016 and supplements thereto unless specifically stated otherwise in the Contract Documents. Where an FDOT Specification section cites or contains references to other sections, they shall also be included as though cited herein. Where FDOT Specifications refer to the "Engineer", "Engineer of Test" or "Division of Test", it shall be understood to mean the OWNER'S REPRESENTATIVE or his designee. Where FDOT Specifications refer to the "Department", it shall mean the Department of Transportation of Owner, Florida.
- 51.8.2 In case of conflict between the referenced FDOT Specifications and the Contract Documents, the Contract Documents shall govern.
- 51.8.3 Reference to AASHTO and ASTM are to the latest editions of published text of the American Association of Highway and Transportation Officials and the American Society for Testing and Materials, respectively.
- 51.9 Shoring
- 51.9.1 Unless trench banks are cut back on a stable slope, sheet and brace trenches shall be used as necessary to prevent caving or sliding, to provide protection for workmen and the pipe, and to protect adjacent structures and facilities. The CONTRACTOR shall not brace sheeting against the pipe but shall brace it so that no concentrated loads of horizontal thrust are transmitted to the pipe. If portable metal box is used for bracing the slopes, the CONTRACTOR shall take care not to disturb the pipe when the box is removed.
- 51.9.2 The CONTRACTOR must comply with the Trench Safety Act, Florida Statutes

Sections 553.60 – 553.64. Cost of compliance is not a separate pay item. Costs shall be included in the cost of pipe placement.

- 51.10 Dewatering: Dewatering of excavations, trenches, structures, and utilities may be required. The CONTRACTOR shall be responsible for obtaining water use permits for dewatering operations, as necessary, from the South Florida Water Management District. No separate payment will be made for dewatering operations or procurement of dewatering permits. Costs shall be included in the cost of items as included in the Bid Form.
- 51.11 Excess Excavated Material: Unless otherwise specified, all excavated material in excess of the needs for backfill and area fill shall become the property of the CONTRACTOR, and the CONTRACTOR shall remove same from the project.
- 51.12 Asphalt Paving Conference: A pre-paving conference shall be held prior to any asphalt placement. The conference is intended to closely coordinate the CONTRACTOR’S plant and site personnel with the OWNER’S plant and field inspectors and establish expected quality assurance procedures. The CONTRACTOR shall not perform any paving prior to this conference.
- 51.13 Rock Excavation: All excavations for the installation of pipes, structures, foundations, or other contract items shall be unclassified and no additional or separate payment for rock excavation shall be provided nor shall additional or separate payment be made for backfill required to compensate for excavated rock material that cannot be reused as backfill.
- 51.14 Permits
 - 51.14.1 Copies of permits for this project other than for dewatering or NPDES will be provided by the OWNER.
 - 51.14.2 The CONTRACTOR shall abide by all conditions, statutes, and regulations issued by the jurisdiction authorities, boards and agencies of the OWNER, State and Federal Governments. The CONTRACTOR shall be fully responsible for the execution and adherence to all directives, instructions, conditions, issuance of notices, special conditions, and limiting conditions contained in permits specifically issued for this project and which pertain to or affect the construction phase of this project. Except as may be provided elsewhere in these documents, the cost of materials, supplies, labor testing, permit fees and other direct or indirect expenses required to abide by or execute conditions of the permits shall be paid for by the CONTRACTOR. There is no direct or specific payment item in the bid for cost due to compliance with said permits. The CONTRACTOR’S reimbursement for said costs shall be distributed within the various items of work and materials associated with the construction of the project.
- 51.15 Field Office: CONTRACTOR is not required to provide a field office within the project limits as long as CONTRACTOR has a field office within Lee, Collier or Charlotte County prior to bidding. If CONTRACTOR does not have an established office within Lee, Collier or Charlotte County, then the CONTRACTOR shall provide and staff a field office within the project limits for the entire project duration, per FDOT requirements. This item shall be compensated under the mobilization item and no separate payment will be made. The CONTRACTOR shall coordinate the location of this field office with the Owner Project Manager prior to the issuance of the Notice to Proceed.

52 COMPUTATION OF TIME

- 52.1 When any period of time is referred to in the Contract Documents by days, it will be computed

to exclude the first and include the last day of such period. If the last day of any such period falls on a Saturday or Sunday or on a day made a legal holiday by the law of the applicable jurisdiction, such day will be omitted from the computation.

53 MAINTENANCE OF RECORDS

53.1 The CONTRACTOR shall keep adequate records and supporting documents applicable to this contractual matter. Said records and documentation will be retained by the CONTRACTOR for a minimum of five years from the date of termination of this Contract. OWNER and its authorized agents shall have the right to audit, inspect and copy records and documentation as often as OWNER deems necessary during the period of this Contract and during the period of five years thereafter; provided, however, such activity shall be conducted only during normal business hours. OWNER, during the period of time expressed by the preceding sentence, shall also have the right to obtain a copy of, and otherwise inspect, any audit made at the direction of the CONTRACTOR as concerns the aforesaid records and documentation.

53.2 Vendor specifically acknowledges its obligations to comply with §119.0701, F.S., with regard to public records, and shall:

53.2.1 keep and maintain public records that ordinarily and necessarily would be required by OWNER in order to perform the services required under this Agreement;

53.2.2 provide the public with access to public records on the same terms and conditions that OWNER would provide the records and at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law;

53.2.3 ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed, except as authorized by law; and

53.2.4 meet all requirements for retaining public records and transfer, at no cost to OWNER, all public records in possession of Vendor upon termination of this Agreement and destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to OWNER in a format that is compatible with the information technology system of OWNER.

53.3 **IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THE CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT.**

54 FEDERAL REQUIREMENTS

54.1 In the event this Contract is paid in whole or in part from any Federal Governmental agency or source, the specific terms, regulations, and requirements governing the disbursement of these funds are incorporated by reference and made a part of this Contract as if attached hereto and become a part of this clause.

End of General Conditions Section

SCOPE OF WORK AND SPECIFICATIONS

GENERAL SCOPE OF WORK

OWNER seeks to contract with a qualified General Contractor to provide development/construction of two duplexes at 3825 and 3839 Broadway, Ft. Myers, FL 33901. Development and construction of the two duplexes shall be in accordance with the technical specifications and drawings attached to this solicitation.

End of Scope of Work and Specifications Section

SUPPLEMENTAL INFORMATION

This Bid/Proposal Form must be used for bids without edits or modifications to the line items.

End of Supplemental Information Section

FORMS DESCRIPTION & INSTRUCTIONS

INVITATION TO BID

This table provides a brief list, description, and instructions regarding the standard requested forms that should be submitted with all bids or proposals. This is not intended to be an all-inclusive list of forms required for your submission, but rather a guide to assist in completion of the standard forms

<u>Form #</u>	<u>Title/Description</u>
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1	<i>Solicitation Response Form</i>
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All signatures must be by a corporate authorized representative, witnessed, and corporate and/or notary seal (as applicable.) The corporate or mailing address must match the company information as it is listed with the Florida Department of State Division of Corporations. Attach a copy of the webpage(s) from <http://www.sunbiz.org> as certification of this required information. Sample attached for your reference.

Verify that all Addenda and tax identification number have been provided.

1a	<i>Bid/Proposal Form</i>
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This form is used to provide itemization of project cost. A more detailed "schedule of values" may be requested.

*	<i>Business Relationship Disclosure Requirement</i>
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Sections 112.313(3) and 112.313(7), F.S., prohibit certain business relationships on the part of public officers and employees, their spouses, and their children. If this **disclosure is applicable, the Bidder must request the form entitled "INTEREST IN COMPETITIVE BID FOR PUBLIC BUSINESS"** (Required by § 112.313(12)(b), F.S.) to be completed and **returned with the Solicitation Response**. **It is the Bidder's responsibility to request the form and disclose this relationship; failure to do so may result in being declared non-responsive.**

NOTICE: UNDER THE PROVISIONS OF § 112.317, F.S., A FAILURE TO MAKE ANY REQUIRED DISCLOSURE CONSTITUTES GROUNDS FOR, AND MAY BE PUNISHED BY, ONE OR MORE OF THE FOLLOWING: IMPEACHMENT, REMOVAL OR SUSPENSION FROM OFFICE OR EMPLOYMENT, DEMOTION, REDUCTION IN SALARY, REPRIMAND, OR A CIVIL PENALTY NOT TO EXCEED \$10,000.00.

2	<i>Affidavit Certification Immigration Laws</i>
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Submission of this form constitutes acknowledgement that the Bidder is in compliance in regard to all applicable immigration laws.

3	<i>Reference Survey</i>
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Provide this form to reference respondents. **For Bids, this form will be requested from the apparent low Bidder prior to the award. (Not required to submit with bid)**

1. **Section 1:** Bidder/Proposer to complete with reference respondent's information prior to providing to them for their response. (This is **not** the Bidder/Proposer's information.)
2. **Section 2:** Enter the name of the Bidder/Proposer; provide the project information in which the reference respondent is to provide a response.
3. The reference respondent should complete "**Section 3.**"
4. **Section 4:** The reference respondent to print and sign name
5. **Three (3) Reference responses** are to be provided upon request.
6. Failure to obtain reference surveys may make your company non-responsive.

4 ***Negligence or Breach of Contract Disclosure Form***

The form may be used to disclose negligence or breach of contract litigation that your company may have been a part of over the past ten (10) years. You may need to duplicate this form to list all history. If the Bidder has more than ten (10) lawsuits, you may narrow them to litigation of the company or subsidiary submitting the Solicitation Response. Include, at a minimum, litigation for similar projects completed in the State of Florida. Final outcome should include in whose favor the litigation was settled and whether a monetary amount was awarded. The settlement amount may remain anonymous.

If you have **no litigation**, enter **“None”** in the first **“type of incident”** block of the form. Please do not write N/A on this form.

5 ***Affidavit - Principal Place of Business***

N/A

6 ***Sub-CONTRACTOR/Consultant List***

To be completed and returned when sub-contractor/consultants are to be utilized and are known at the time of the submission.

7 ***Public Entity Crime Form***

Any person or affiliate, as defined by statute, who has been placed on the convicted vendor list following a conviction for a public entity crime, may not submit a Bid on a Contract to provide any goods or services to OWNER; may not submit a Bid on a contract with OWNER for the construction or repair of a public building or a public work; may not submit Bids or leases of real property OWNER; may not be Awarded or perform Work as a contractor, supplier, subcontractor, or consultant under a contract with OWNER, and may not transact business with OWNER in excess of \$25,000.00 for a period of thirty-six (36) months from the date of being placed on the convicted vendor list.

8 ***Trench Safety***

Typically required in construction projects where trench excavations are in excess of 5 feet deep per Florida Trench Safety Act (90-96, Laws of Florida)

9 ***Bid Bond***

Guarantee to County that Bidder/Proposer will take on job if selected.

10 ***Suspension and Debarment Certification***

11 ***Certification Regarding Lobbying***

12 ***E-Verify Affidavit***

13 ***Contractor and Sub-Contractor Section 3 and EEO Certification***

14 ***Contractor and Sub-Contractor Section 3 Plan***

* ***Bid/Proposal Label***

Self-explanatory. Please affix to the outside of the sealed submission documents.

*

It is the Bidder’s responsibility to ensure the Solicitation Response is mailed or delivered in time to be received no later than the specified opening date and time. (If Solicitation is not received prior to the deadline, it cannot be considered or accepted)

CASL, PROCUREMENT MANAGEMENT
SOLICITATION RESPONSE FORM

Date Submitted: _____ Bid Due Date: 8/8/2024

SOLICITATION IDENTIFICATION: 3825-39BRD-2DUP 2024

SOLICITATION NAME: Broadway Duplex CASL

COMPANY NAME: _____

NAME & TITLE: (TYPED OR PRINTED) _____

BUSINESS ADDRESS: (PHYSICAL) _____

CORPORATE OR MAILING ADDRESS: _____

SAME AS PHYSICAL

ADDRESS MUST MATCH SUNBIZ.ORG _____

E-MAIL ADDRESS: _____

PHONE NUMBER: _____ FAX _____

NOTE REQUIREMENT: IT IS THE SOLE RESPONSIBILITY OF THE BIDDER/PROPOSER TO CHECK CASLINC.ORG WEB SITE FOR ANY ADDENDA ISSUED FOR THIS PROJECT. COMMUNITY ASSISTED AND SUPPORTED LIVING WILL POST ADDENDA TO THIS WEB PAGE BUT WILL NOT NOTIFY.

By responding to this sealed solicitation, the Bidder/Proposer makes all representations required by the instructions and further warrants and represents that: Bidder/Proposer has examined copies of all the solicitation documents and of the following addenda:

No. _____ Dated: _____ No. _____ Dated: _____ No. _____ Dated: _____

No. _____ Dated: _____ No. _____ Dated: _____ No. _____ Dated: _____

Tax Payer Identification Number: _____

(1) Employer Identification Number -OR- (2) Social Security Number:

**** OWNER collects your social security number for tax reporting purposes only**

Please submit a copy of your registration from the caslinc.org www.sunbiz.org establishing your firm as authorized (including authorized representatives) to conduct business in the State of Florida, as provided by the *Florida Department of State, Division of Corporations. (a sample is attached for your reference)*

1 **Collusion Statement:** The undersigned, as Bidder/Proposer, hereby declares that no person or other persons, other than the undersigned, are interested in this solicitation as Principal, and that this solicitation is submitted without collusion with others; and that we have carefully read and examined the specifications or scope of work, and with full knowledge of all conditions under which the services herein is contemplated must be furnished, hereby bid/propose and agree to furnish this service according to the requirements set out in the solicitation documents, specifications or scope of work for said service for the prices as listed on provided price sheet or (CCNA) agree to negotiate prices in good faith if a contract is awarded.

2 **Scrutinized Companies Certification:**

Section 287.135, FL §, "Prohibition against contracting with scrutinized companies." Prohibits agencies from contracting with companies, for goods or services over \$1,000,000, that are on the Scrutinized Companies with Activities in Sudan List, the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, Scrutinized Companies that Boycott Israel List, have been engaged in a boycott of Israel, or been engaged in business operations in Cuba or Syria. OWNER reserves the right to review, on a case-by-case basis, and waive this stipulation if it is deemed to advantageous to the OWNER.

As the person authorized to sign on behalf of Respondent, I hereby certify that the company identified above is in compliance with Section 287.135, FL §. I understand that submission of a false certification may subject company to contract termination, civil penalties, attorney's fees, and/or costs.

Form 1 – Solicitation Response Form, Page 2

3 Business Relationship Disclosure Requirement: Sections 112.313(3) and 112.313(7), FL §, prohibit certain business relationships on the part of public officers and employees, their spouses, and their children. See Part III, Chapter 112, FL §, and/or the brochure entitled "A Guide to the Sunshine Amendment and Code of Ethics for Public Officers, Candidates and Employees" for more details on these prohibitions. However, Section 112.313(12), FL § (1983), provides certain limited exemptions to the above-referenced prohibitions, including one where the business is awarded under a system of sealed, competitive bidding; the public official has exerted no influence on bid negotiations or specifications; and where disclosure is made, prior to or at the time of the submission of the bid, of the official's or his spouse's or child's interest and the nature of the intended business. The Commission on Ethics has promulgated this form for such disclosure, if and when applicable to a public officer or employee.
If this disclosure is applicable request form "INTEREST IN COMPETITIVE BID FOR PUBLIC BUSINESS" (Required by 112.313(12)(b), FL § (1983)) to be completed and returned with solicitation response. It is the bidder/proposer's responsibility to disclose this relationship, failure to do so could result in being declared non-responsive.

Business Relationship Applicable (request form) **Business Relationship NOT Applicable**

Disadvantaged, Minority, Women, Veterans Business Enterprise (DBE, MBE, WBE, VBE)
4 Proposer? If yes, please attach a current certificate. Yes No

ALL SUBMISSIONS MUST BE EXECUTED BY AN AUTHORIZED AUTHORITY OF THE BIDDER/PROPOSER. WITNESSED AND SEALED (AS APPLICABLE)

 Company Name (Name printed or typed)



(Affix Corporate Seal, as applicable)

 Authorized Representative Name (printed or typed)

 Authorized Representative's Title (printed or typed)

 Witnessed/Attested by: (Witness/Secretary name and title printed or typed)

 Authorized Representative's Signature

 Witness/Secretary Signature

Any blank spaces on the form(s), qualifying notes or exceptions, counter offers, lack of required submittals, or signatures, on OWNER'S Form may result in the submission being declared non-responsive by OWNER.

Bidders may not adjust or modify OWNER-authored data as provided within the Bid Schedule. Bids received with modified data may deem the Bidder as non-responsive and ineligible for award.

Detail by Entity Name

Florida Profit Corporation

Bill's Widget Corporation

Filing Information

Document Number 655555
 FE/EIN Number 5111111111
 Date Filed 09/22/1980
 State FL
 Status ACTIVE
 Last Event AMENDED AND RESTATED ARTICLES
 Event Date Filed 07/25/2006
 Event Effective Date NONE

Principal Address

555 N Main Street
Your Town, USA 99999

Changed 02/11/2012

Verify either Principal or Mailing address is on Form 1

Mailing Address

555 N Main Street
MYour Town, USA 99999

Changed 02/11/2012

Registered Agent Name & Address

My Registered Agent
111 Registration Road
Registration, USA99999

Name Changed:12/14/2006

Address Changed: 12/14/2006

Officer/Director Detail

Name & Address

Title P

President, First
555 AVENUE
Anytown, USA99999

Title V

President, Second
555 AVENUE
Anytown, USA99999

IMPORTANT:

For corporations, ALL documents must be signed by the president of the company or an authorized individual. For any individual other than the president, we will need one of the following to confirm their authority to sign:

1. a corporate resolution by the Board of Directors, or
2. an extract of minutes, or
3. an extract of Vote by the Board of Directors

If the company's articles of incorporation identify additional positions that have the power to bind the corporation, we will accept the articles of incorporation with verification from the president that a certain individual serves in that role (e.g., the president confirms that John Doe is the CEO, and the articles of incorporation provide that the CEO has the power to bind the company).

With respect to an LLC, the authority to bind a limited liability company is controlled by Florida statutes. Managers or managing members have inherent authority to bind an LLC.

If the president of a corporation or a manager/managing member of an LLC delegates their authority, such delegation must be sent to us on company letterhead with the President's or manager's/managing member's original, wet signature.

v01/03/2018

PROCUREMENT BID/PROPOSAL FORM

COMPANY NAME: Community Assisted and Supported Living, Inc.

SOLICITATION: 3825-39BRD-2DUP 2024

If the Excel document contains formulas, please note these are for the convenience of the Contractor but that it is the Contractor's responsibility to verify all pricing and calculations are CORRECT and that the OWNER is not responsible for errors in formulas or calculations contained within Excel document(s).

REMINDER: In the event there is a discrepancy between the total quoted amount, or the extended amounts and the unit prices quoted, the unit prices will prevail, and the corrected sum will be considered the quoted price.

The OWNER will only accept bids submitted on bid forms provided by the OWNER. Bids submitted on other forms, other than those provided by the OWNER, will deem Bidder as non-responsive and ineligible for award.

Bidders may not adjust or modify data provided within the Bid/Proposal Form. Bids received with modified data may deem the Bidder as non-responsive and ineligible for award.

PLEASE ENSURE you have provided a printed copy of the Bid Schedule with your hard copy submission packages and provided the excel version with your digital submission package.

PRICING

Pricing shall be inclusive of all labor, equipment, supplies, overhead, profit, materials, and any other incidental costs required to perform and complete all work as specified herein.



**PROCUREMENT MANAGEMENT DEPARTMENT
BID/PROPOSAL FORM**

COMPANY NAME: Community Assisted and Supported Living, Inc.

SOLICITATION: 3825-39BRD-2DUP 2024

Having carefully examined the Contract Documents, Contractor/Vendor proposes to furnish the following which meeting these specifications.

PRICING

Pricing shall be inclusive of all labor, equipment, supplies, overhead, profit, material, and any other incidental costs required to perform and complete all work as specified in the Contract Documents. All Unit Prices will be bid at the nearest whole penny. The Excel document contains formulas for convenience, however it is the Contractor's/Vendor's responsibility to verify all pricing and calculations are CORRECT. CASL is not responsible for errors in formulas or calculations contained within Excel document(s).

LUMP SUM PRICING: The Contractor performing the work agrees to complete the project for a fixed amount – no more or less, as stated on the Bid/Price Proposal Form. The lump sum price shall be inclusive of all labor, equipment, supplies, overhead, profit, materials, and any other incidental costs required to perform and complete all work, as specified within the scope, technical specifications, and construction documents.

In the event there is a discrepancy between a subtotal or total amount and the unit prices and extended amounts, the unit prices will prevail and the corrected extension(s) and total(s) will be considered the price.

Community Assisted and Supported Living, Inc. herein CASL, will only accept bids submitted on bid forms provided by CASL. Bids submitted on other forms, other than those provided by the CASL, will be deemed non-responsive and ineligible for award.

****Bidders may not adjust or modify CASL-authored data as provided within the Bid Schedule. Bids received with modified data may deem the Bidder as non-responsive and ineligible for award.****

PROJECT TITLE

Broadway Development 2 Duplexes

Item	Description	Unit of Measure	Estimated Quantity Duplexes	Unit Price	Extended Amount
1	General Conditions/General Requirements	LS	2,000		\$ -
2	Insurance/Bonds	LS	2,000		\$ -
3	Surveys	LS	2,000		\$ -
4	Material Testing/NOA	LS	2,000		\$ -
5	Demolition	LS	2,000		\$ -
6	Temporary Protection/Silt Fence/Barrier Fence	LS	2,000		\$ -
7	Earth/Site Work	LS	2,000		\$ -
8	Site Concrete/curbs-sidewalks/Driveways	LS	2,000		\$ -
9	Soil Treatment	LS	2,000		\$ -
10	Soil Test	LS	2,000		\$ -
11	Concrete - Footer/Slab	LS	2,000		\$ -
12	Concrete Masonry/Block/Headers/Tie Beams	LS	2,000		\$ -
13	Utilities Underground/Water-Sewer-Electric	LS	2,000		\$ -
14	Framing Exterior/Interior	LS	2,000		\$ -
15	Truss Set/Soffit/Facia/Dryin	LS	2,000		\$ -
16	HVAC rough in and final	LS	2,000		\$ -
17	Electric rough in and final	LS	2,000		\$ -
18	Plumbing Rough in and final	LS	2,000		\$ -
19	Insulation Wall/Batt/Foil/Icynene	LS	2,000		\$ -
20	Roof Insulation - Icynene Open Cell	LS	2,000		\$ -
21	Roof Installation - Metal/Material/Labor/Dry In(Underlayment)/finish	LS	2,000		\$ -
22	Window Installation Material/Labor	LS	2,000		\$ -
23	Exterior Doors Installation Material/Labor	LS	2,000		\$ -
24	Stucco	LS	2,000		\$ -
25	Fire Alarm and Sprinkler rough in and final	LS	2,000		\$ -
26	Drywall hang/finish	LS	2,000		\$ -
27	Painting-Exterior/Interior	LS	2,000		\$ -
28	Finish Carpentry - Doors/Baseboards/staircase	LS	2,000		\$ -
29	Door/Cabinet Hardware Installation	LS	2,000		\$ -
30	Fixture Supply/Installation	LS	2,000		\$ -
31	Cabinetry Material/Install	LS	2,000		\$ -
32	Counter tops Material/Install	LS	2,000		\$ -
33	Landscape/Irrigation	LS	2,000		\$ -
34	Appliances	LS	2,000		\$ -
35	Closet Shelving Material/Labor	LS	2,000		\$ -

SUBTOTAL: PRIMARY JOB DESCRIPTION \$ -

PROJECT TOTAL \$0.00

**Quantities are not guaranteed. Final payment will be based on actual quantities.

PROJECT TOTAL:

(Use Words to Write Total)



AFFIDAVIT CERTIFICATION IMMIGRATION LAWS

SOLICITATION NO.: **3825-39BRD-2DUP 2024**

SOLICITATION NAME: Broadway Duplex CASL

OWNER WILL NOT INTENTIONALLY AWARD COUNTY CONTRACTS TO ANY CONTRACTOR WHO KNOWINGLY EMPLOYS UNAUTHORIZED ALIEN WORKERS, CONSTITUTING A VIOLATION OF THE EMPLOYMENT PROVISIONS CONTAINED IN 8 U.S.C. SECTION 1324 a(e) {SECTION 274A(e) OF THE IMMIGRATION AND NATIONALITY ACT (“INA”).

OWNER MAY CONSIDER THE EMPLOYMENT BY ANY CONTRACTOR OF UNAUTHORIZED ALIENS A VIOLATION OF SECTION 274A(e) OF THE INA. **SUCH VIOLATION BY THE RECIPIENT OF THE EMPLOYMENT PROVISIONS CONTAINED IN SECTION 274A(e) OF THE INA SHALL BE GROUNDS FOR UNILATERAL CANCELLATION OF THE CONTRACT BY OWNER.** PROPOSER ATTESTS THAT THEY ARE FULLY COMPLIANT WITH ALL APPLICABLE IMMIGRATION LAWS (SPECIFICALLY TO THE 1986 IMMIGRATION ACT AND SUBSEQUENT AMENDMENTS).

BY REGISTERING AS A VENDOR, SUBMITTING A RESPONSE TO A SOLICITATION, OR ENTERING INTO A CONTRACT, YOU ARE OBLIGATED TO COMPLY WITH THE PROVISIONS OF SECTION 448.095, FLA. STAT., "EMPLOYMENT ELIGIBILITY." FURTHER, BY YOUR REGISTRATION AS A VENDOR, RESPONSE TO A SOLICITATION, ENTERING INTO A CONTRACT, YOU AFFIRM AND REPRESENT THAT YOU ARE REGISTERED WITH THE E-VERIFY SYSTEM AND ARE USING SAME, AND WILL CONTINUE TO USE SAME AS REQUIRED BY SECTION 448.095, F.S. COMPLIANCE WITH SECTION 448.095 INCLUDES, BUT IS NOT LIMITED TO, UTILIZATION OF THE E-VERIFY SYSTEM TO VERIFY THE WORK AUTHORIZATION STATUS OF ALL NEWLY HIRED EMPLOYEES, AND REQUIRING ALL SUBCONTRACTORS TO PROVIDE AN AFFIDAVIT ATTESTING THAT THE SUBCONTRACTOR DOES NOT EMPLOY, CONTRACT WITH, OR SUBCONTRACT WITH, AN UNAUTHORIZED ALIEN. FAILURE TO COMPLY WILL LEAD TO TERMINATION AS A VENDOR, DISQUALIFYING YOU FOR AWARD OF A SOLICITATION, DENIAL OF ENTERING INTO A CONTRACT AND/OR, CANCELLATION OF AN ACTIVE CONTRACT, OR IF YOUR SUBCONTRACTOR KNOWINGLY VIOLATES THE STATUTE, THE SUBCONTRACT MUST BE TERMINATED IMMEDIATELY. ANY CHALLENGE TO TERMINATION UNDER THIS PROVISION MUST BE FILED NO LATER THAN 20 CALENDAR DAYS AFTER THE DATE OF TERMINATION. IF TERMINATED FOR A VIOLATION OF THE STATUTE BY THE VENDOR, THE VENDOR MAY NOT BE ALLOWED TO DO BUSINESS WITH OWNER OR BE AWARDED A SOLICITATION OR CONTRACT FOR A PERIOD OF 1 YEAR AFTER THE DATE OF TERMINATION. ALL COSTS INCURRED TO INITIATE AND SUSTAIN THE AFOREMENTIONED PROGRAMS SHALL BE THE RESPONSIBILITY OF THE VENDOR.

Company Name: _____

Signature Title Date

STATE OF _____
COUNTY OF _____

The foregoing instrument was signed and acknowledged before me, by means of physical presence or online notarization, this _____ day of _____ 20____, by _____ who has produced _____ (Print or Type Name) as identification.

(Type of Identification)

Notary Public Signature

Printed Name of Notary Public

Notary Commission Number/Expiration

The signee of this Affidavit guarantee, as evidenced by the sworn affidavit required herein, the truth and accuracy of this affidavit to interrogatories hereinafter made. **OWNER RESERVES THE RIGHT TO REQUEST SUPPORTING DOCUMENTATION, AS EVIDENCE OF SERVICES PROVIDED, AT ANY TIME.**

Reference surveys submitted can be a maximum of twelve (12) months old. If using a previous reference, Proposers must clearly identify the project name and number the reference is being submitted for.

Project Name & Number: _____

Section 1	Reference Respondent Information	Please return completed form to:	
FROM:	_____	Bidder/Proposer:	
COMPANY:	_____	Due Date:	
PHONE #:	_____	Total # Pages:	1
FAX #:	_____	Phone #:	Fax #:
EMAIL:	_____	Bidder/Proposer E-Mail:	

Section 2	Enter Bidder/Proposer Information , as applicable Similar Performed Project (Bidder/Proposer to enter details of a project performed for above reference respondent)		
Bidder/Proposer Name:	_____		
Reference Project Name:	Project Address:	Project Cost:	
Summarize Scope:			

You as an individual or your company has been given as a reference on the project identified above. Please provide your responses in section 3 below.

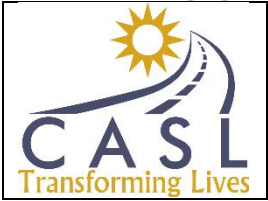
Section 3	Indicate: "Yes" or "No"
1. Did this company have the proper resources and personnel by which to get the job done?	
2. Were any problems encountered with the company's work performance?	
3. Were any change orders or contract amendments issued, other than owner initiated?	
4. Was the job completed on time?	
5. Was the job completed within budget?	
6. On a scale of one to ten, ten being best, how would you rate the overall work performance, considering professionalism; final product; personnel; resources. <small>Rate from 1 to 10. (10 being highest)</small>	
7. If the opportunity were to present itself, would you rehire this company?	
8. Please provide any additional comments pertinent to this company and the work performed for you:	

Section 4 Please submit non-OWNER employees as references

Reference Name (Print Name) _____

Reference Signature _____

Form 4 – Negligence, Breach and/or Non-Compliance Disclosure Form



ALLEGED NEGLIGENCE/BREACH OF CONTRACT/NON-COMPLIANCE WITH GOVERNMENTAL REGULATION FORM

“Please fill in the form below. Provide details for each incident of alleged negligence, breach of contract or non-compliance with governmental regulation that has occurred over the past 10 years. Examples of non-compliance with governmental regulation include but are not limited to zoning violations, code enforcement violations, civil or criminal citations, denial, or revocation of permits. Provide details for all entities currently or previously owned in whole or in part by the proposer in the last 10 years. Please complete in chronological order with the most recent incident starting on page 1. Please do not modify this form (expansion of spacing allowed) or submit your own variation.”

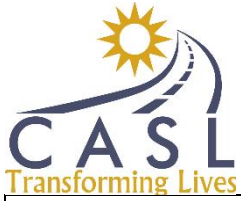
Company Name: _____

Type of Incident <i>Alleged Negligence, Breach of Contract, or Non-Compliance</i>	Incident Date And Date Filed	Plaintiff <i>(Company, person, entity-acted against your company or state if your company initiated the action)</i>	Case Number	Court <i>(Name of State and County)</i>	Project <i>(Address and Name)</i>	Allegation <i>(Stated reason your company was accused of negligence, breach of contract or non-compliance of governmental regulation or the allegations your company made)</i>	Final Outcome <i>(Who prevailed and how)</i>

Make as many copies of this sheet as necessary to **provide a 10-year history** of the requested information. If there is no action pending or action taken in the last 10 years, complete the **company name** and write **“NONE”** in the first **“Type of Incident”** box of this page and return with your proposal package. This form should also include the primary partners listed in your proposal. Do not include litigation with your company as the plaintiff. Final outcome should include who prevailed and what method of settlement was made. If a monetary settlement was made the amount may remain anonymous.

Proposals may be declared “non-responsive” due to omissions of “Negligence or Breach of Contract” on this disclosure form. Additionally, proposals may be declared “not responsible” due to past or pending lawsuits that are relevant to the subject procurement such that they call into question the ability of the proposer to assure good faith performance. This determination may be made by the Procurement Management Director, after consulting with the County Attorney.

Page Number: _____ Of _____ Total pages



SUB-CONTRACTOR/CONSULTANT LIST

Sub-CONTRACTOR/Consultant Company Name	Area Of Work	Point Of Contact Or Project Supervisor	Contact Info Phone or Email	Qualified DBE, MBE, WBE, VBE or Similar	Amount or Percentage of Total

Please include sub-contractor/consultant name, area of work (i.e., mechanical, electrical, etc.) and a **valid** phone number and/or email. Also include the dollar value or percentage that the sub-contractor/consultant will be performing. If sub-contractor/consultant qualifies as a current certificate Florida Certified Business Enterprise such as MBE, WBE, DBE, VBE or similar please indicate such above and provide proof of

Public Entity Crime Form

This form must be signed and sworn to in the presence of a notary public or other officer authorized to administer oaths.

1. This sworn statement is submitted to _____
(Print name of the public entity)

by _____
(Print individual's name and title)

for _____
(Print name of entity submitting sworn statement)

whose business address is _____

(If applicable) its Federal Employer Identification Number (FEIN) is _____

(If the entity has no FEIN, include the Social Security Number of the individual signing this sworn statement: On the attached sheet.) Required as per IRS Form W-9.

2. I understand that a “public entity crime” as defined in Paragraph 287.133(1) (g), Florida Statutes, means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or with the United States, including but not limited to, and bid or contract for goods or services to be provided to any public entity or agency or political subdivision or any other state or of the United States, and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.

3. I understand that “convicted” or “conviction” as defined in Paragraph 287.133(1) (b), Florida Statutes, means a finding of guilt or a conviction of a public entity crime, with or without an adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of a jury verdict, nonjury trial, or entry of a plea of guilty or nolo contendere.

4. I understand that “affiliate” as defined in Paragraph 287.133(1)(a), Florida Statutes, means:

1. A predecessor or successor of a person convicted of a public entity crime:
or:
2. An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term “affiliate” includes those offices, directors, executives, partners, shareholders, employees, members and agents who are active in the management of the affiliate. The ownership by one person of shares constituting a controlling interest in another person, or a pooling of equipment or income among persons when not fair market value under an arm’s length Agreement/Contract, shall be a facie case that one person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months shall be considered an affiliate.

5. I understand that a “person” as defined in Paragraph 287.133(1) (c), Florida Statutes, means any natural person or entity organized under the laws of any state or of the United States with the legal power to enter a binding contract and which bids or applies to bid on contracts for the provision of goods or services let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term “person” includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of the entity.

6. Based on information and belief, the statement which I have marked below is true in relation to the entity submitting those sworn statement. *(Please indicate which statement applies.)*

_____ Neither the entity submitted this sworn statement, nor any officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity nor affiliate of the entity have been charged with and convicted of a public entity crime subsequent to July 1, 1989.

_____ The entity submitting this sworn statement, or one or more of the officers, directors, executives, partners, shareholders, employees, member, or agents who are active in management of the entity, or an affiliate of the entity have been charged with and convicted of a public entity crime subsequent to July 1, 1989.

_____ The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, member, or agents who are active in management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989. However, there has been subsequent proceeding before a Hearing Officer of the State of Florida, Division of Administrative Hearing and the Final Order entered by the Hearing Officer determined that it was not in the public interest to place the entity submitting this sworn statement on the convicted vendor list. (Attach a copy of the final order)

I UNDERSTAND THAT THE SUBMISSION OF THIS FORM TO THE CONTRACTING OFFICER FOR THE PUBLIC ENTITY IDENTIFIED IN PARAGRAPH 1 (ONE) ABOVE IS FOR THAT PUBLIC ENTITY ONLY AND, THAT THIS FORM IS VALID THROUGH DECEMBER 31 OF THE CALENDAR YEAR IN WHICH IS FILED. I ALSO UNDERSTAND THAT I AM REQUIRED TO INFORM THE PUBLIC ENTITY PRIOR TO ENTERING INTO A CONTRACT IN EXCESS OF THE THRESHOLD AMOUNT PROVIDED IN SECTION 287.017, FLORIDA STATUTES, FOR CATEGORY TWO OR ANY CHANGE IN THE INFORMATION CONTAINED IN THIS FORM.

(Signature)

(Date)

STATE OF _____

COUNTY OF _____

Sworn to (or affirmed) and subscribed before me, by means of physical presence or online notarization, this ___ day of _____ 20___, by _____ who has produced
(Print or Type Name)

_____ as identification.
(Type of Identification)

Notary Public Signature

Printed Name of Notary Public

Notary Commission Number/Expiration

Form 8 - Trench Safety (Required for Construction Projects Only)

TRENCH SAFETY

CONTRACTOR/Vendor acknowledges that included in the appropriate solicitation items of the solicitation and in the Total solicitation price are costs for complying with the Florida Trench Safety Act (90-96, Laws of Florida) effective October 1, 1990. The contractor/vendor further identifies the costs of such compliance to be summarized below:

Trench Safety Measure (Description)	Units of Measure (LF, SF)	Unit (Quantity)	Unit Cost	Extended Cost
.....				
A. _____	_____	_____	_____	_____
B. _____	_____	_____	_____	_____
C. _____	_____	_____	_____	_____
D. _____	_____	_____	_____	_____
TOTAL \$ _____				

If applicable, the contractor/vendor certifies that all trench excavation done within his control in excess of five (5') feet in depth shall be in accordance with the Florida Department of Transportation's Special Provisions Article 125-1 and Sub-article 125-4.1 (TRENCH EXCAVATION SAFETY SYSTEM AND SHORING, SPECIAL-TRENCH EXCAVATION).

Failure to complete the above may result in the solicitation being declared non-responsive.

(Signature)

(Company Name)

STATE OF _____

COUNTY OF _____

Sworn to (or affirmed) and subscribed before me, by means of physical presence or online notarization, this day of _____ 20____, by _____ who has produced
 (Print or Type Name)

_____ as identification.
 (Type of Identification)

 Notary Public Signature

 Printed Name of Notary Public

 Notary Commission Number/Expiration

BID BOND

Complete EITHER Paper Bid Bond OR provide cashier's check

KNOW ALL MEN BY THESE PRESENTS, that we

_____ as Principal, and
(BIDDER'S Name)
_____ a Corporation licensed to do
(Surety's Name)

business under the laws of the State of Florida as a Surety, are held and firmly bound unto Community Assisted and Supported Living, Inc. in the SUM OF _____ for the payment whereof, well and truly to be made, we bind ourselves, our heirs, successors, personal representatives and assigns, jointly and severally, firmly, by these presents.

SIGNED AND SEALED this _____ day of _____, _____

WHEREAS, said Principal is herewith submitting a Bid/Proposal for the construction of:
3825-39BRD-2DUP 2024/Broadway Duplex CASL

NOW, THEREFORE, the condition of the above obligation is such that if said Principal shall be awarded the Contract upon said Bid/Proposal within the specified time and shall enter into a written Contract, satisfactory in form, provide an acceptable Public Payment & Performance Bond from a Surety acceptable to the OWNER and provide other Insurance as may be required to the OWNER within seven (7) calendar days after the written Notice of Award date, or within such extended period as the OWNER may grant, then this obligation shall be null and void; otherwise said Principal and Surety shall pay to said OWNER in money the difference between the amount of the Bid of said Principal and the amount for which said OWNER may legally contract with another party to perform said work, if the latter OWNER be in excess of the former, together with any expenses and reasonable attorney's fees incurred by said OWNER if suit be brought here on, but in no event shall said Surety's liability exceed the penal sum hereof plus such expenses and attorney's fees. For purposes of unsuccessful bid protests filed by the Principal herein, this obligation shall bind the Surety to pay costs and damages associated with the bid protest or delays to the project upon a finding by the OWNER that the bid protest was frivolous and/or lacked merit. The liability of the Surety shall not exceed the penal sum of the bid bond.

Witness as to Principal: _____ (SEAL)
(Principal)

(By) Printed Name

Witness as to Surety: _____ (SEAL)
(Surety's Name)

(By-As Attorney-in-Fact, Surety)

Affix Corporate Seals and attach proper Power of Attorney for Surety.

**Certification Regarding
Debarment, Suspension, Ineligibility
And Voluntary Exclusion**

CONSULTANT/CONTRACTOR/VENDOR Covered Transactions

- (1) The prospective CONSULTANT/CONTRACTOR/VENDOR, _____ of the Sub-Recipient certifies, by submission of this document, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.
- (2) Where the Sub-Recipient's subcontractor is unable to certify to the above statement, the prospective subcontractor shall attach an explanation to this form.

CONSULTANT/CONTRACTOR/VENDOR

By: _____
Signature

Name and Title

Street Address

City, State, Zip

Date

CERTIFICATION REGARDING LOBBYING

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

- (1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment or modification of any Federal contract, grant, loan, or cooperative agreement.
- (2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure of Lobbying Activities," in accordance with its instructions.
- (3) The undersigned shall require that the language of this certification be included in the award documents of all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, United States Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

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

Signature of Contractor/Consultant's Authorized Official

Name & Title of Contractor/Consultant's Authorized Official

Date

DISCLOSURE OF LOBBYING ACTIVITIES

Complete this form to disclose lobbying activities pursuant to 31 U.S.C.1352

Approved by OMB
4040-0013

1. * Type of Federal Action: <input type="checkbox"/> a. contract <input checked="" type="checkbox"/> b. grant <input type="checkbox"/> c. cooperative agreement <input type="checkbox"/> d. loan <input type="checkbox"/> e. loan guarantee <input type="checkbox"/> f. loan insurance	2. * Status of Federal Action: <input type="checkbox"/> a. bid/offer/application <input checked="" type="checkbox"/> b. initial award <input type="checkbox"/> c. post-award	3. * Report Type: <input checked="" type="checkbox"/> a. initial filing <input type="checkbox"/> b. material change
4. Name and Address of Reporting Entity: <input checked="" type="checkbox"/> Prime <input type="checkbox"/> SubAwardee * Name: <input style="width: 100%;" type="text"/> * Street 1: <input style="width: 45%;" type="text"/> Street 2: <input style="width: 45%;" type="text"/> * City: <input style="width: 30%;" type="text"/> State: <input style="width: 30%;" type="text"/> Zip: <input style="width: 15%;" type="text"/> Congressional District, if known: <input style="width: 50%;" type="text"/>		
5. If Reporting Entity in No.4 is Subawardee, Enter Name and Address of Prime: 		
6. * Federal Department/Agency: <input style="width: 100%;" type="text"/>	7. * Federal Program Name/Description: <input style="width: 100%;" type="text"/> CFDA Number, if applicable: <input style="width: 50%;" type="text"/>	
8. Federal Action Number, if known: <input style="width: 100%;" type="text"/>	9. Award Amount, if known: \$ <input style="width: 50%;" type="text"/>	
10. a. Name and Address of Lobbying Registrant: Prefix: <input style="width: 10%;" type="text"/> * First Name: <input style="width: 30%;" type="text"/> Middle Name: <input style="width: 30%;" type="text"/> * Last Name: <input style="width: 40%;" type="text"/> Suffix: <input style="width: 10%;" type="text"/> * Street 1: <input style="width: 45%;" type="text"/> Street 2: <input style="width: 45%;" type="text"/> * City: <input style="width: 30%;" type="text"/> State: <input style="width: 30%;" type="text"/> Zip: <input style="width: 15%;" type="text"/>		
b. Individual Performing Services (including address if different from No. 10a) Prefix: <input style="width: 10%;" type="text"/> * First Name: <input style="width: 30%;" type="text"/> Middle Name: <input style="width: 30%;" type="text"/> * Last Name: <input style="width: 40%;" type="text"/> Suffix: <input style="width: 10%;" type="text"/> * Street 1: <input style="width: 45%;" type="text"/> Street 2: <input style="width: 45%;" type="text"/> * City: <input style="width: 30%;" type="text"/> State: <input style="width: 30%;" type="text"/> Zip: <input style="width: 15%;" type="text"/>		
11. Information requested through this form is authorized by title 31 U.S.C. section 1352. This disclosure of lobbying activities is a material representation of fact upon which reliance was placed by the tier above when the transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. 1352. This information will be reported to the Congress semi-annually and will be available for public inspection. Any person who fails to file the required disclosure shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure. * Signature: <input style="width: 100%;" type="text"/> * Name: Prefix: <input style="width: 10%;" type="text"/> * First Name: <input style="width: 30%;" type="text"/> Middle Name: <input style="width: 30%;" type="text"/> * Last Name: <input style="width: 40%;" type="text"/> Suffix: <input style="width: 10%;" type="text"/> Title: <input style="width: 30%;" type="text"/> Telephone No.: <input style="width: 30%;" type="text"/> Date: <input style="width: 20%;" type="text"/>		
Federal Use Only:		Authorized for Local Reproduction Standard Form - LLL (Rev. 7-87)

Form 12: E-Verify Affidavit

Attachment: Immigration Law Affidavit Certification

This Affidavit is required and should be signed by an authorized principal of the firm, notarized and submitted with County Procurements where applicable. Further, Vendors / Bidders are required to enroll in the E-Verify program, and provide acceptable evidence of their enrollment, upon request by County personnel. Acceptable evidence consists of a copy of the properly completed E-Verify Company Profile page or a copy of the fully executed E-Verify Memorandum of Understanding for the company.

Lee County will not intentionally award County contracts to any vendor who knowingly employs unauthorized alien workers, constituting a violation of the employment provision contained in 8 U.S.C. Section 1324 a(e) Section 274A(e) of the Immigration and Nationality Act ("INA").

Lee County may consider the employment by any vendor of unauthorized aliens a violation of Section 274A (e) of the INA. Such Violation by the recipient of the Employment Provisions contained in Section 274A (e) of the INA shall be grounds for unilateral termination of the contract by Lee County.

Vendor attests that they are fully compliant with all applicable immigration laws (specifically to the 1986 Immigration Act and subsequent Amendment(s)) and agrees to comply with the provisions of the Memorandum of Understanding with E-Verify and to provide proof of enrollment in The Employment Eligibility Verification System (E-Verify), operated by the Department of Homeland Security in partnership with the Social Security Administration at any time upon request by the County.

Company Name _____

Print Name _____ Title _____

Signature _____ Date _____

State of _____

County of _____

The foregoing instrument was signed and acknowledged before me, by means of physical presence or online notarization, this _____ day of _____, 20____, by

_____ who has produced _____ as identification.
(Print or Type Name) (Type of Identification)

Notary Public Signature

Printed Name of Notary Public

Notary Commission Number/Expiration

The signee of these Affidavit guarantees, as evidenced by the sworn affidavit required herein, the truth and accuracy of this affidavit to interrogatories hereinafter made.

Form 13
Disclosure Regarding Applicability of
Section 3 of the Housing and Urban Development Act of 1968

OVERVIEW

The purpose of Section 3 is to ensure that economic opportunities, most importantly employment, generated by certain HUD financial assistance shall be directed to low- and very low-income persons, particularly those who are recipients of government assistance for housing or residents of the community in which the Federal assistance is spent.

DEFINITIONS

- **Section 3 Worker:** any worker who currently fits or when hired within the past five years fit at least one of the following categories, as documented:
 - The worker's income for the previous or annualized calendar year is below the income limit¹ established by HUD.
 - The worker is employed by a Section 3 business concern.
 - The worker is a YouthBuild participant.
- **Targeted Section 3 Worker:** any worker that is a Section 3 worker who is also:
 - A worker employed by a Section 3 business concern; or
 - A worker who currently fits or when hired fit at least one of the following categories, as documented within the past five years:
 - Living within the service area or the neighborhood of the project, as defined in 24 CFR Part 75.5; or
 - A YouthBuild participant.

APPLICABILITY

Section 3 applicability is determined at the project level based on the context of the financial assistance as described in 24 CFR § 75.3(a).

This policy applies to construction, reconstruction, conversion, or rehabilitation of housing (including reduction and abatement of lead-based paint hazards), other public construction such as roads, sewers and community centers, and buildings or improvements **that are funded with \$200,000** or more of financial assistance from HUD programs.

Section 3 requirements apply to an entire project, regardless of whether the project is fully or partially assisted under HUD programs.

Section 3 requirements **do not** apply to:

- **Material Supply Contracts:** 24 CFR § 75.3(b) contracts for the purchase of products and materials, including, but not limited to, lumber, drywall, wiring, concrete, pipes, toilets, sinks, carpets, and office supplies; and
- **Indian and Tribal Preferences:** 24 CFR § 75.3(c) contracts, subject to Section 7(b) of the Indian Self-Determination and Education Assistance Act (25 U.S.C. 5307(b)) or subject to tribal preference requirements as authorized under 101(k) of the Native American Housing Assistance and Self-Determination Act (25 U.S.C. 4111(k)) must provide preferences in employment, training, and business opportunities to Indians and Indian organizations, and are therefore not subject to Section 3 requirements ;
- **Professional services:** 24 CFR § 75.5 non-construction services that require an advanced degree or professional licensing, including, but not limited to, contracts for legal services, financial consulting, accounting services, environmental assessment, architectural services, and civil engineering services.

It's important to note that even for projects not subject to Section 3, recipients are strongly encouraged to consider ways to support the purpose of Section 3 24 CFR § 75.3(d).

Form 13

SECTION 3 CLAUSE

All Section 3 covered contracts and subcontracts must include the following clause:

- I. The work to be performed under this Contract is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended (*12 U.S.C. §1701u*) ("**Section 3**"). The purpose of Section 3 is to ensure that employment and other economic opportunities generated by HUD assistance or HUD-assisted developments covered by Section 3, shall, to the greatest extent feasible, be directed to low- and very low-income persons including persons who are recipients of HUD assistance for housing, with preference for both targeted workers living in the service area or neighborhood of the Development and Youthbuild participants, as defined at 24 CFR Part 75 ("**Section 3 Regulations**").
- II. The Parties agree to comply with applicable HUD and Section 3 regulations. As evidenced by their execution of this Contract, the Parties certify that they are under no contractual or other impediment that would prevent them from complying with the Section 3 Regulations.
- III. The Contractor agrees to send to each labor organization or representative or workers with which the contractor has a collective bargaining agreement or other understanding, if any, a notice advising the labor organization or workers' representative of the contractor's commitments under this Section 3 clause and will post copies of the notice in conspicuous places at the work site where both employees and applicants for training and employment positions can see the notice. The notice shall describe the Section 3 preference, shall set forth the following: (i) minimum number and job titles subject to hire, (ii) availability of apprenticeship and training positions, (iii) qualifications for each, (iv) name and location of the person(s) taking applications for each of the positions, and (v) the anticipated date the work shall begin.
- IV. The Contractor agrees to include this Section 3 clause in every subcontract subject to compliance with regulations in Section 3 Regulations and agrees to take appropriate action, as provided in an applicable provision of the subcontract or in this Section 3 clause, upon a finding that the subcontractor is in violation of the regulations in Section 3 Regulations. The Contractor will not subcontract with any subcontractor where the Contractor has notice or knowledge that the subcontractor has been found in violation of the regulations in Section 3 Regulations.
- V. The Contractor will certify that any vacant employment positions, including training positions, that are filled (i) after a contractor is selected but before the contract is executed, and (ii) with persons other than those to whom the regulations of Section 3 Regulations require employment opportunities to be directed, were not filled to circumvent the Contractor's obligations under Section 3 Regulations.
- VI. Noncompliance with HUD's regulations in Section 3 Regulations may result in sanctions, termination of this Contract for default, and debarment or suspension from future HUD assisted contracts.

Section 3 Businesses (as defined by Section 3 Regulations) are encouraged to respond to this proposal. The contractor agrees to contact Owner, if new hires or subcontractors are required and document results of the contact.

BENCHMARKS & REPORTING

Benchmarks: When triggered, best efforts must be made to extend Section 3 opportunities to verified Section 3 workers and business concerns to meet these minimum numeric goals:

- ii. Twenty-five percent (25%) of the total hours on a Section 3 project must be worked by Section 3 workers;
and
- iii. Five percent (5%) of the total hours on a Section 3 project must be worked by Targeted Section 3 workers.

Reporting: If the contractor's reporting indicates that the contractor has not met the Section 3 benchmarks described in 24 CFR § 75.23, pursuant to 24 CFR § 75.25(b), the contractor must report in a form prescribed by HUD on the qualitative nature of its activities and those its subcontractors pursued.

Contractor will comply with any Section 3 Project Implementation Plan documents provided by HUD or the Owner which may be amended from time to time for HUD reporting purposes. If the contractor does not meet the Section 3 benchmarks, the contractor is required to demonstrate that they have made qualitative efforts to assist low- and very-low-income persons with employment opportunities.

Form 13

Owner

Section 3

FY 2024 Income Limits

Eligibility Guidelines

The worker's income must be at or below the amount provided below.

<i>All residents of public housing developments of the Housing Authority Owner qualify as Section 3 residents. Additionally, individuals residing in Owner who meet the income limits set forth below can also qualify for Section 3 status.</i>		
Eligibility Guidelines		
Number in Household	Very Low-Income (50%)	Low Income (80%)
1	\$32,750	\$52,450
2	\$37,450	\$59,950
3	\$42,100	\$67,400
4	\$46,800	\$74,900
5	\$50,550	\$80,900
6	\$54,300	\$86,900
7	\$58,050	\$92,850
8	\$61,800	\$98,850

Section 3 Worker Definition:

- A low or very low-income resident (the worker's income for the previous or annualized calendar year is below the income limit established by HUD); or
- Employed by a Section 3 business concern; or
- A YouthBuild participant.

Targeted Section 3 Worker Definition:

- Employed by a Section 3 business concern or
- Currently meets or when hired met at least one of the following categories as documented within the past five years:
 - A resident of public housing; or
 - A resident of other public housing projects or Section 8-assisted housing; or
 - A YouthBuild participant.

Section 3 Business Concern Definition:

A business that meets at least one of the following categories, within the last six-month period:

- At least 51% owned and controlled by persons that are low-income; or
- At least 51% owned and controlled by current public housing residents; or
- Over 75% of the labor hours performed for the business over the three-month period were performed by Section 3 workers

Form 13A

Section 3 Worker and Targeted Section 3 Worker Self-Certification Form

The purpose of Owner's Section 3 program is to provide employment, training, and contracting opportunities to low-income individuals, particularly those who are recipients of government assistance for housing or other public assistance programs. **Your response is voluntary, confidential, and has no effect on your employment.**

A Section 3 worker seeking certification shall self-certify and submit this form to the recipient contractor or subcontractor, that the person is a Section 3 worker or Targeted Section 3 Worker as defined in 24 CFR Part 75 or submit via email to Section3@leegov.com.

Getting certified as a Section 3 Worker or Targeted Worker does NOT guarantee employment.

Instructions: Enter/select the appropriate information to confirm your Section 3 worker or Targeted Section 3 Worker status.

Employee Name: _____

1. Are you a resident of public housing or a Housing Choice Voucher Holder (Section 8)? YES NO
2. Are you a YouthBuilt Participant? YES NO
3. Are you a resident of Owner? YES NO
4. Annual Income: \$ _____ Number of People in Your Household: _____

Select from ONE of the following two options below:

I qualify as a:

- Section 3 Worker (as defined on page 4 of Section 3 Worker Certification Form)
 Targeted Section 3 Worker (as defined on pages 4-5 of Section 3 Worker Certification Form)

Employee Affirmation (if applicable)

I affirm that the above statements are true, complete, and correct to the best of my knowledge and belief. I hereby certify, under penalty of law, that the following information is correct to the best of my knowledge.

Employee Address: _____

Print Name: _____ Date Hired: _____

Signature: _____ Date: _____

FOR ADMINISTRATIVE USE ONLY

- Is the employee a Section 3 worker based upon their self-certification? YES NO
Is the employee a Targeted Section 3 worker based upon their self-certification? YES NO
Was this an applicant who was hired as a result of the Section 3 project? YES NO
If yes, what is the name of the company? _____
What was the date of hire? _____

EMPLOYERS MUST RETAIN THIS FORM IN THEIR SECTION 3 COMPLIANCE FILE FOR FIVE YEARS.

Form 13B

Section 3 Business Concern Certification Form

Owner is seeking to extend the benefits of and promote compliance with Section 3 by identifying Business Concerns for Owner business opportunities and educational programs. To comply with Section 3 requirements, Owner has instituted a Section 3 Self Certification process for businesses. Applicants seeking Section 3 Business Certification must complete this form and submit via email to Section3@leegov.com.

Getting certified as a Section 3 Business Concern does NOT guarantee employment.

Instructions: Enter the following information and select the criteria that applies to certify your business' Section 3 Business Concern status.

Business Information

Name of Business: _____

Address of Business: _____

Name of Business Owner: _____

Phone Number of Business Owner: _____

Email Address of Business Owner: _____

Preferred Contact Information

Same as above

Name of Preferred Contact: _____

Phone Number of Preferred Contact: _____

Type of Business (select from the following options):

Corporation

Partnership

Sole Proprietorship

Joint Venture

Select from *ONE* of the following three options below that applies:

At least 51 percent of the business is owned and controlled by low- or very low-income persons (Please refer to income guidelines below).

At least 51 percent of the business is owned and controlled by current public housing residents or residents who currently live in Section 8-assisted housing.

Over 75 percent of the labor hours performed for the business over the prior three-month period are performed by Section 3 workers.

Business Concern Affirmation

I affirm that the above statements are true, complete, and correct to the best of my knowledge and belief. I understand that businesses who misrepresent themselves as Section 3 business concerns and report false information to [insert name of recipient/grantee] may have their contracts terminated as default and be barred from ongoing and future considerations for contracting opportunities.

I hereby certify, under penalty of law, that the following information is correct to the best of my knowledge.

Print Name: _____

Signature: _____

Date: _____

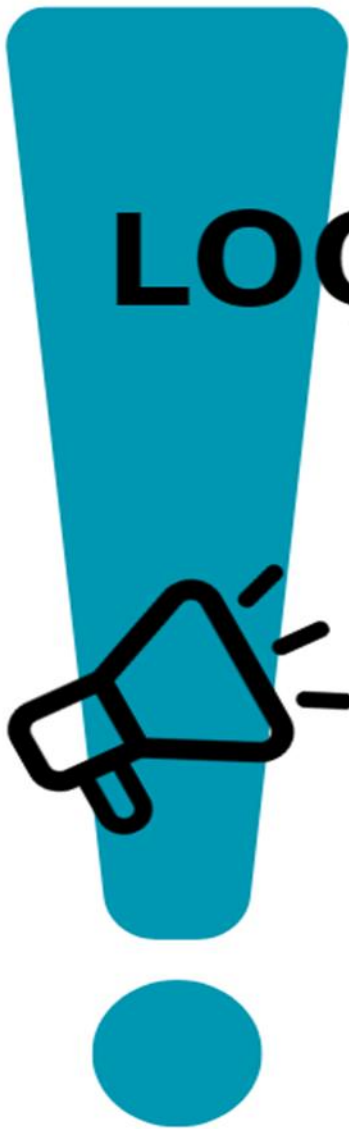
*Certification expires within six months of the date of signature

Information regarding Section 3 Business Concerns can be found at [24 CFR 75.5](#)

FOR ADMINISTRATIVE USE ONLY

Is the business a Section 3 business concern based upon their certification? YES NO

EMPLOYERS MUST RETAIN THIS FORM IN THEIR SECTION 3 COMPLIANCE FILE FOR FIVE YEARS.



LOOKING FOR WORK?

We may be able to help!

GETTING QUALIFIED AS A SECTION 3 RESIDENT OR BUSINESS MAY HELP

IF YOU ARE A ▼

- Resident of public housing
- Income-qualified according to HUD regulations
- Business that is owned, employs or subcontracts with Section 3 businesses

You may qualify as a Section 3 Resident or Business

SECTION 3 OF THE HOUSING AND DEVELOPMENT ACT PROVIDES PREFERENCE TO HIRING AND CONTRACTING WITH ELIGIBLE RESIDENTS AND BUSINESSES OF THE LOCAL COMMUNITY FOR HUD-FUNDED CONSTRUCTION PROJECTS

CONTACT LEE COUNTY TO SEE IF YOU QUALIFY

- > 239-533-2315
- > recovery@leegov.com

Sealed Bid Label

Cut along the outer border and affix this label to your sealed solicitation envelope to identify it as a “Sealed Bid”.

SEALED BID DOCUMENTS • DO NOT OPEN	
BID NO.:	3825-39BRD-2DUP 2024
BID TITLE:	Broadway Duplex
DATE DUE:	Thursday, August 8, 2024
TIME DUE:	Prior to: 12:00 pm
SUBMITTED BY:	_____ (Name of Company)
e-mail address	Telephone
DELIVER TO:	Community Assisted and Supported Living 2229 Unity Avenue, Suite 1 Fort Myers, Fl. 33901



***Notice:** The Date Due/Bid Due Date/Opening Date as stated on this label and other forms contained herein may have been updated via issuance of Addenda against this project. It is the sole responsibility of the CONTRACTOR/Vendor to monitor the project webpage for any updates to the Date Due/Bid Due Date/Opening Date via Addenda. This label nor other original forms may not be updated. CONTRACTOR/Vendor may strike through and update Date Due/Bid Due Date/Opening Date at their discretion to match any updates to this date that have been published via Addenda.

Submission received after the time and date of the Date Due/Bid Due Date/Opening Date will not be accepted at the sole discretion of the J. Scott Eller

PLEASE PRINT CLEARLY