SPECIFICATIONS MANUAL FOR MANGO COVE APARTMENTS

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Bid time table

PROPERTY LOCATION

Property Address: 1561 Florida Mango Road
Unincorporated Palm Beach County, Fl. 33406

PRE-BID MEETING

Pre-Bid Meeting: 10:30 A.M. Monday | January 30, 2017
Location: Neighborhood Renaissance, Inc. 510 24th Street, Suite A, West Palm Beach, FL 33407

IT IS STRONGLY RECOMMENDED THAT EACH GENERAL CONTRACTOR INVITE THEIR SUB-CONTRACTORS TO THE PRE-BID MEETING.

FINAL DATE AND TIME FOR CLARIFICATION

Last Request for Clarification: 5:00 P.M. Thursday | March 2, 2017
Requests for Clarification should be forwarded to julio@searchitects.com and all Clarification responses will be submitted to registered bidders. The last response date will be February 20, 2017. Our contact persons are Julio Montaner and Lawrence Kramer.

BID DUE DATE/TIME & LOCATION

Sealed Bids Due: 04:00 P.M. Friday – March 3, 2017
Location: Neighborhood Renaissance, Inc. 510 24th Street, Suite A, West Palm Beach, FL 33407

CONTACT INFORMATION

ARCHITECT
Contact Person Larry Kramer
Contact E-Mail Idk@searchitects.com
Contact Office Phone # 954-797-2821

DOCUMENTS ATTACHED

Certifications Attachment “A”
Federal Required Forms Attachment “B”
Construction Documents Attachment “C” see link on page 1
Bid Proposal Schedule of Values Attachment “D”
Electronic version of these documents may be found at the link to the right https://www.dropbox.com/sh/soalhc8b2dcqrr2/AAAtAdv8TTZeW533NINDK7lqa?dl=0

This work is funded by Palm Beach County Department of Economic Sustainability (“COUNTY”) with DRI funds made available through the U. S. Department of Housing and Urban Development for use in Palm Beach County’s Programs. As such, contractors are hereby advised that this construction work is funded, in whole or part, with Federal financial assistance, and all federal regulations and requirements applicable to construction work of this type funded pursuant to Title I of the Housing and Community Development Act of 1974, as amended, shall be strictly enforced. The following is provided for the purpose of guiding contractors in properly preparing their bids, and contractors are further advised that strict compliance is required with all of these provisions.

The project is subject to the Davis Bacon Act General Decision Number: FL170122 01/06/2017 FL122.
Bid guarantee, performance and payment bonds will be required.
BID PROPOSAL CHECKLIST

1. **RETURN ALL PAGES OF THIS BID PROPOSAL TO NEIGHBORHOOD RENAISSANCE, INC at time of bid submittal. Please deliver one original signed set and one digital set on CD, DVD or Thumb Drive.**

2. All information and signatures shall be either typed or written in blue ink.

3. Signatures for all documents requiring shall be written in blue ink.

   **Please order your submittal in the following order**

   1. Bid Proposal Schedule of Values (site, buildings and general conditions. 3 worksheets). Please return the excel worksheets on disc or thumb drive and print out and sign each page.

   2. Copy of an active Building, or General contractor’s license.

   3. Occupational License for Palm Beach County or must applied and issued prior to execution of the contract.

   4. Proof of insurance

   5. Bid Bond in the amount of 5% of your total bid

   6. Provide the names, addresses, telephone numbers and e-mail addresses for three verifiable references from similar projects.

   7. Forms are attached to this request for proposal and must be completed, signed and submitted by all bidders at time of bid:

      a) Section 2.01 PROPOSAL AFFIDAVITS AND ACKNOWLEDGEMENT BY THE GENERAL CONTRACTOR

      b) Section 2.02 NONCOLLUSION AFFIDAVIT OF PRIME BIDDER

      c) Section 2.03 ANTI-KICKBACK AFFIDAVIT

      d) Section 2.04 CERTIFICATION OF ELIGIBILITY OF GENERAL CONTRACTOR

      e) Section 2.05 CERTIFICATION OF NON-SEGREGATED FACILITIES

      f) Section 2.06 MBE/WBE CONTRACTOR/SUBCONTRACTOR PARTICIPATION FORM

      g) Section 2.07 MBE/WBE SUPPLIER PARTICIPATION FORM

      h) Section 2.08 WORKFORCE PROJECTION

      i) Section 2.09 CERTIFICATION REGARDING DEBARMENT, SUSPENTION, INELIGIBILITY AND VOLUNTARY EXCLUSION-LOWER TIER PARTICIPANT

      f) Section 2.10 DRUG FREE WORKPLACE CERTIFICATE
00 00 00 Procurement and Contracting Requirements

00 11 19 Request for Proposal FOR GENERAL CONTRACTORS FOR THE CONSTRUCTION OF MANGO COVE APARTMENTS

A. NOTICE TO GENERAL CONTRACTORS

The PROPOSALS will include:

I. All site improvements: clearing, demolition, fill, grading, compaction, final grading, paving, drainage, sewer, water, landscaping and irrigation. (The Contractor is required to make a complete site inspection prior to bidding project and he shall be responsible for all conditions at the site).

II. The work shall include the site work which includes; paving, drainage, water, sewer, landscaping, irrigation, tot play area and equipment, BBQ area and table and related site work. Two 18 unit residential structures will be developed.

III. Building construction components: All structural work, all architectural work, all plumbing work, all electrical work, all mechanical work, all fire sprinkler and fire alarm systems (including permits, licenses, temporary services, tie-ins meter fees during construction), all building permits, fees, inspection fees (for all phases of work). Contractor and his subcontractors shall be licensed as required. All work must be accomplished in compliance with all codes, regulations, requirements as set forth by the local municipality, Corps of Engineers, FDOT, County government, State and Federal governmental agencies. Impact fees for water/sewer, e.g. will be paid by the owner. Cost of water meters will also be paid by the owner.

IV. Payment and Performance Bond for the full value of the contract.

BIDDERS shall confine their PROPOSALS to the project in its entirety. Partial PROPOSALS will not be considered. The bid will be based on the plans and specifications. Alternate specifications, value engineering may be proposed as a separate line item.

00 20 00 Instructions for Procurement

00 21 00 Instructions to Bidders

1. INCONSISTENCIES AND INTERPRETATIONS

Any seeming inconsistency between different provisions of the bid documents or any point requiring explanation must be inquired into by the bidder, as specified above. After bid proposals are opened, the bidders shall abide by the decisions of NEIGHBORHOOD RENAISSANCE, INC. (“OWNER”) as to any interpretations. No interpretations of the meaning of the plans, specifications or other bid documents will be made orally to any bidder without being provided to all other bidders if deemed necessary by OWNER. Any and all significant interpretations and any supplemental instructions will be in the form of written addenda which, if issued, will be sent by E-mail ONLY with a delivery receipt to all prospective bidders to each e-mail address furnished by the contractor not later than three (3) days prior to the date fixed for the opening of bids. Failure of any bidder to receive any such addendum or interpretation shall not relieve any bidder from any obligation under its bid as submitted. All addenda so issued shall become a part of the bid documents. Contractors shall verify that they have all addenda before submitting their bids.
2. SITE VISITS
Contractors or their designated representatives are required to visit the property identified above to fully acquaint themselves with existing conditions and the Scope of Work.

3. BID PRICES
No bids will be considered or accepted which, in the opinion of NEIGHBORHOOD RENAISSANCE, INC., contain inadequate or unreasonable prices for any item. Each item must carry its own proportion of the cost as nearly as is practicable. In bids where a discrepancy exists between the true and correct sum of itemized costs and the total cost (if any) provided by the Bidder, then the true and correct mathematical sum of the itemized costs shall prevail.

Any alteration, erasure, interlineations or failure to specify prices for all items in the bid shall render the bid informal. All prices quoted in the bids shall include sales taxes. Bids must be valid for ninety (90) days after the established bid opening date.

All prices quoted in all bids shall include all fees, royalties and claims for any invention, or pretended invention, or patent on any article, material, arrangement, appliance or method that may be used upon or in any manner be connected with the construction work intended under this Program.

The General Contractor shall expressly bind itself to indemnify and save harmless the NEIGHBORHOOD RENAISSANCE, INC., Palm Beach County and South East Architect Services, Inc. from all such claims and fees and from any and all suits and actions of every name and description that may be brought against NEIGHBORHOOD RENAISSANCE, INC. and Palm Beach County AND and South East Architect Services, Inc. on account of any such claims, fees, royalties, or costs for any such invention or patent, and from any and all suits or actions that may be brought against NEIGHBORHOOD RENAISSANCE, INC. and Palm Beach County for the infringement of any and all patents or patent rights claimed by any person, firm or corporation. Building permit and other governmental fees shall be paid by NEIGHBORHOOD RENAISSANCE, INC., Other licenses and inspections necessary for proper execution and completion of the work specified herein shall be by the contractor.

4. SUBMISSION OF BIDS (INCLUDE ALL DOCUMENTS REQUESTED IN THIS PARAGRAPH)
Bids must be signed by a person duly authorized to do so, and in case signed by an employee or agent of the company the principal's properly written authorization providing signature authority on behalf of the company to such employee or agent must accompany the bid.

Only sealed bids will be accepted from duly licensed Certified General Contractors (CGC) or Certified Building Contractor (CBC) and all bids are to conform to the requirements of the bid documents and be submitted to the address, on or before the date and time indicated above.

Bids will be opened on the date and time specified above by a designated representative of NEIGHBORHOOD RENAISSANCE, INC. Such representative will decide when the specified time has arrived and no bid received thereafter will be considered. Bid forms must be submitted in good order and with all blanks filled in using ink.

Each bid must be enclosed in a sealed envelope which shall be clearly labeled with the words "Bid Documents" and marked with the project name, name of bidder, and date and time of bid opening. A copy of an active residential, building, or general contractor’s license must be submitted with the bid along with the name, address, telephone number and e-mail address for three verifiable references from similar projects.
The enclosed Federal Forms must be fully executed (i.e. signed and notarized when applicable) and submitted with the bid. SEE ATTACHMENT “A”.

5. WITHDRAWAL OR MODIFICATION OF BIDS
Bidders may correct their bids, and may withdraw inadvertently erroneous bids before or after bid opening. Mistakes discovered before bid opening may be modified or withdrawn by written notice from the bidder, signed in the same manner and by the same person who signed the submitted bid, and received in the office designated in the invitation for bids prior to the time set for bid opening. After bid opening, corrections or clarifications in bids shall be permitted only to the extent that the corrections do not materially affect the terms, conditions and specifications, and are subject to NEIGHBORHOOD RENAISSANCE, INC.’s review and approval. Any respondent may withdraw their submission prior to the date and time the responses are due.

6. REJECTION OF BIDS
A bid will be considered irregular and may be rejected if it shows serious omissions, alterations in form, additions not called for, conditions or unauthorized alternates, or irregularities of any kind. NEIGHBORHOOD RENAISSANCE, INC. reserves the right to reject any or all bids and to waive such informality or technical errors as may be deemed best for the interests of NEIGHBORHOOD RENAISSANCE, INC.

To demonstrate qualifications to perform the work, each Bidder must be prepared to submit within five days of Owner’s request written evidence, such as financial data, previous experience, present commitments and other such data as may be called for. Each Bid must contain evidence of Bidder’s qualification to do business in the State of Florida, Palm Beach County or covenant to obtain such qualification prior to award of the contract.

NEIGHBORHOOD RENAISSANCE, INC. further reserves the right to reject any bid if the evidence submitted by the bidder, or if the investigation of such bidder fails to satisfy that such bidder is properly qualified to carry out the obligations and to complete the full scope of work. Any or all bids will be rejected, if there is reason to believe that collusion exists among bidders. Any or all bids will be rejected, if the bids exceed 10% of the budgeted cost for the scope of work. If a bidder is greater than 10% lower than the next lower bid, NEIGHBORHOOD RENAISSANCE, INC. will contact the low bidder to confirm all work is included and that the low bidder can perform the scope of work.

7. CONTRACT AWARD
Upon close examination of all bids NEIGHBORHOOD RENAISSANCE, INC. will make a determination of the apparent lowest responsible bidder that best meets the terms, conditions and specifications which will result in the best interest of NEIGHBORHOOD RENAISSANCE, INC. Such a bidder shall be deemed to be the successful lowest responsible bidder for the scope of work. NEIGHBORHOOD RENAISSANCE, INC. will then enter into a construction contract with the successful lowest responsible bidder.

Furthermore, should the low responsive bidder fail to enter into a timely contract as provided, then award may be rescinded and the contract let to the next low responsive bidder. Such bidder shall then fulfill every stipulation as if it were the original party to whom award was made.

8. PROTEST PROCEDURE
Protest procedures are provided in the Palm Beach County Purchasing Code.

9. GENERAL CONTRACTOR’S INSURANCE
In conjunction with contract award and execution of a construction contract as described above, the successful bidder shall maintain, on a primary basis, and at the successful bidder’s sole expense, the insurance coverage
limits, and endorsements, described below during the term of the contract for the work specified herein. As
the successful bidder, you are advised that the construction contract you execute shall require that you
immediately cease all work in the event of any lapse in insurance coverage. Furthermore, as the successful
bidder, you are advised that any interruption of work due to a lapse in insurance coverage shall not cause an
extension of the construction contract completion date.

As the successful bidder, you are advised that the requirements contained herein, as well as NEIGHBORHOOD
RENAISSANCE, INC. review or receipt of insurance maintained by you are not intended to and shall not in any
manner limit or qualify the liabilities and obligations assumed by you under a contract made in connection with
this Program.

The successful bidder shall provide NEIGHBORHOOD RENAISSANCE, INC. with a certificate of insurance that
complies with the following:

a) NAME OF INSURED:
The successful bidder’s name appearing on the certificate as the insured must match the name on
the successful bidder’s license to perform construction work.

b) INSURANCE COVERAGE:
The certificate of insurance shall contain coverage, limits, and endorsements that are in full force and
effect as follows:

(1) Commercial General Liability:
Contractor shall carry Commercial General Liability Insurance for all operations including but
not limited to Contractual, Products and Completed Operations and Personal Injury with limits
of not less than Two Million Dollars ($2,000,000) (aggregate) and One Million Dollars
($1,000,000) per occurrence combined single limit for bodily injury and property damage. The
insurance policy must include coverage that is no more restrictive than the latest edition of
the commercial general liability policy, without restrictive endorsements and the policy must
include coverage for premises and/or operations, independent contractors, products and/or
completed operations for contracts, contractual liability, broad form contractual coverage,
broad form property damage, products, completed operations, and personal injury. Personal
injury coverage shall include coverage that has the employee and contractual exclusions
removed.

(2) Business Automobile Liability:
Business Automobile Liability at a limit of liability not less than $1,000,000 each occurrence,
for owned, non-owned, and hired auto liability. If you do not own any automobiles, you must
maintain Business Automobile Liability at a limit of liability not less than $1,000,000 each
occurrence, for non-owned and hired auto liability, which may be satisfied by way of an
endorsement to the Commercial General Liability, or by a separate Business Automobile
Liability policy.

(3) Worker’s Compensation and Employer’s Liability Insurance:
Worker’s Compensation and Employers Liability insurance at the Florida statutory limits
through direct insurance, or Worker’s Compensation and Employers Liability insurance at the
Florida statutory limits through an employee leasing company pursuant to an employee leasing
agreement with you.
(4) Products and/or Completed Operations. NRI shall maintain in force until at least three (3) years after completion of all services required under the Contract, coverage for products and completed operations, including Broad Form Property Damage.

c) ADDITIONAL INSURED:

The certificate of insurance shall be endorsed to show Palm Beach County, NEIGHBORHOOD RENAISSANCE, INC. and South East Architect Services, Inc. as additional insured as pertains to the commercial general liability coverage. The endorsement must either be a:

- CG 2010 Additional Insured - Owners, Contractors & Lessors endorsement
- CG 2026 Additional Insured - Designated Person or Organization endorsement
- Or a similar endorsement

Please note that an insurance certificate which indicates Palm Beach County, NEIGHBORHOOD RENAISSANCE, INC. and South East Architect Services, Inc. as a certificate holder does not meet this requirement. Being a certificate holder is not the same as being additional insured.

d) DELIVERY AND NOTICES OF CANCELLATION:

The certificate of insurance shall include a minimum thirty (30) day notification period to Palm Beach County, NEIGHBORHOOD RENAISSANCE, INC. and South East Architect Services, Inc. of any cancellation or non-renewal of coverage. Certificates of insurance and notices of cancellation shall be delivered to:

Neighborhood Renaissance, Inc.
510 24th Street, Suite A
West Palm Beach, FL 33407

e) WAIVER OF SUBROGATION

By entering into any contract under this program, you agree to a Waiver of Subrogation in favor NEIGHBORHOOD RENAISSANCE, INC. and South East Architect Services, Inc. for each policy required above. When required by your insurer, or should a policy condition not permit you to enter into a pre-loss agreement to waive subrogation without an endorsement, then you agree to notify your insurer and request that your policy be endorsed with a Waiver of Transfer of Rights of Recovery Against Others, or its equivalent. This Waiver of Subrogation requirement shall not apply to any policy which has a condition that specifically prohibits such an endorsement, or one that voids your coverage should you enter into such an agreement on a pre-loss basis.

e) RIGHT TO REVIEW:

NEIGHBORHOOD RENAISSANCE, INC. reserves the right to review, modify, or amend any required coverage, limits, and endorsements during the life of a contract under this program. NEIGHBORHOOD RENAISSANCE, INC. reserves the right, but not the obligation, to review and reject any insurer providing coverage on your behalf because of the insurer’s poor financial condition or due to the insurer’s failure to operate legally in the State of Florida.

00 22 13 Supplementary Instructions to Bidders

GENERAL INFORMATION

Bidders are advised that this package constitutes the entire scope of services, terms, and conditions which forms the binding contract between the property owner and the successful bidder. Changes to this invitation for qualifications and bid proposals may be made only by written amendment issued by the Neighborhood Renaissance, Inc. and or their architect. Bidders are further advised to closely examine every section of this document, to ensure that all sequentially numbered pages are present, and to ensure that it is fully understood.
Oral explanations or instructions given by Neighborhood Renaissance agent are not binding and should not be interpreted as altering any provision of this document. The respondent certifies that this proposal is made without reliance on any oral representations made by THE OWNER OR ARCHITECT.

The obligations of the under this award are subject to the availability of funds lawfully appropriated for its purpose.

1. LEGAL REQUIREMENTS
   a. COMPLIANCE WITH LAWS AND CODES:
      Federal, State, County and local laws, ordinances, rules and regulations that in any manner affect the items covered herein apply. Lack of knowledge by the bidder shall in no way be a cause for relief from responsibility. The successful bidder shall strictly comply with Federal, State and local building and safety codes. Equipment shall meet all State and Federal Safety regulations. Bidder certifies that all products (materials, equipment, processes, or other items supplied in response to this bid) contained in its bid meets all ANSI, NFPA and all other Federal and State requirements. Bidder further certifies that, if it is the successful bidder, and the product delivered is subsequently found to be deficient in any of the aforementioned requirements in effect on date of delivery, all costs necessary to bring the product into compliance shall be borne by the bidder.

      In compliance with Chapter 442, Florida Statutes, any toxic substance resulting from this bid shall be accompanied by a properly completed Material Safety Data Sheet (MSDS).

      The Uniform Commercial Code (Florida Statutes, Chapter 672) shall prevail as the basis for contractual obligations between the successful bidder and for any terms and conditions not specifically stated in the Invitation for Bid.

   b. INDEPENDENT CONTRACTOR RELATIONSHIP:
      The successful bidder is, and shall be, in the performance of all work, services, and activities under this Contract, an Independent Contractor and not an employee, agent, or servant of the OWNER OR ARCHITECT. All persons engaged in any of the work or services performed pursuant to this Contract shall at all times, and in all places, be subject to the successful bidder’s sole direction, supervision, and control. The successful bidder shall exercise control over the means and manner in which it and its employees perform the work, and in all respects the successful bidder’s relationship, and the relationship of its employees, that of an Independent Contractor and not as employees or agents of the owner.

   c. PUBLIC ENTITY CRIMES:
      As provided in F.S. 287.133 the bidder certifies that it, its affiliates, suppliers, subcontractors and consultants who will perform any work hereunder, have not been placed on the convicted vendor list maintained by the State of Florida Department of Management services within the 36 months immediately preceding the date hereof. This notice is required by F. S. 287.133(3)(a).

   d. NON-COLLUSION:
      Bidder certifies that it has entered into no agreement to commit a fraudulent, deceitful, unlawful, or wrongful act, or any act which may result in unfair advantage for one or more bidders over other bidders. Conviction for the Commission of any fraud or act of collusion in connection with any sale, bid, quotation, proposal or other act incident to doing business with the may result in permanent debarment.

      No premiums, rebates or gratuities are permitted; either with, prior to or after any delivery of material or provision of services. Any such violation may result in award cancellation, return of materials,
discontinuation of services, and removal from the vendor bid list(s), and/or debarment or suspension from doing business with the OWNER OR COUNTY.

e. CONFLICT OF INTEREST:
All bidders shall disclose with their bid the name of any officer, director, or agent who is also an employee or a relative of an employee of the or board member of the OWNER OR COUNTY. Further, all bidders shall disclose the name of any employee /board member or relative of an employee/board member who owns, directly or indirectly, an interest of ten percent or more in the bidder's firm or any of its branches.

Bidder certifies that they understand that should they be the successful bidder for the rehabilitation construction consultant contract that they cannot bid on rehabilitation construction work as this would be a conflict of interest.

f. SUCCESSORS AND ASSIGNS:
The successful bidder each binds itself and its successors and assigns to the other party in respect to all provisions of this Contract. Neither nor the successful bidder shall assign, sublet, convey or transfer its interest in this Contract without the prior written consent of the other.

g. INDEMNIFICATION:
Contractor shall indemnify and hold harmless NEIGHBORHOOD RENAISSANCE, INC, PALM BEACH COUNTY AND SOUTH EAST ARCHITECT SERVICES, INC., its agents, employees and elected officers and officers, from and against any and all claims, obligations, liability, expenses, losses and causes of action, including attorneys’ fees and costs, to the extent the same are caused by: (i) an act, negligence, recklessness or intentional wrongful misconduct of Contractor or its subcontractors, or the officers, agents or employees of either, while engaged in or about the performance of the Work; or while in or about the project site or premises; or (ii) arising from accident or any injury to Contractor or its subcontractors while engaged in or about the performance of the Work, or while in or about the project site or premises, not caused by act of Owner, Owner’s agents, servants, or other contractors of Owner; or (iii) arising out of the violation of federal, state, county or municipal laws, ordinances or regulations by Contractor or its subcontractor; or (iv) arising from liens or claims for services rendered for labor or materials furnished in or for the performance of the Work. The extent of Contractor’s indemnification shall be limited to one and one-half times the contract price or $2 million per occurrence, whichever is greater. This paragraph shall not be construed to require Contractor to indemnify Owner for Owner’s own negligence, or intentional acts of the Owner, its agents or employees. Nothing in this paragraph shall be construed as a contractual waiver by Owner of the limits of sovereign immunity under Sec 768.28, Florida Statutes. This paragraph shall survive the expiration or termination of the Contract. (725.06 F.S. and 768.28 F.S.)

PUBLIC RECORDS:
Any material submitted in response to this invitation for bid is considered a public document in accordance with Section 119.07, F.S. This includes material which the responding bidder might consider to be confidential or a trade secret. Any claim of confidentiality is waived upon submission, effective after opening pursuant to Section 119.07, F.S.

h. INCORPORATION, PRECEDENCE, JURISDICTION:
This Invitation for Bid shall be included and incorporated in the final award. The order of contractual precedence shall be the bid document (original terms and conditions), bid response, and purchase order or term contract order. Any and all legal action necessary to enforce the award or the resultant contract shall be held in Palm Beach County and the contractual obligations shall be interpreted according to the laws of Florida.

i. LEGAL EXPENSES:
The shall not be liable to a bidder for any legal fees, court costs, or other legal expenses arising from the interpretation or enforcement of this contract, or from any other matter generated by or relating to this contract.

2. **BID SUBMISSION**
   a. **CERTIFICATIONS, LICENSES AND PERMITS:**
      Bidder should include with its bid a copy of all applicable Certificates of Competency issued by the State of Florida or the Palm Beach County Construction Industry Licensing Board in the name of the bidder shown on the bid response page. It shall also be the responsibility of the successful bidder to submit, prior to commencement of work, a current Local Business Tax Receipt (Occupational License) for Palm Beach County and all permits required to complete this contractual service at no additional cost to the OWNER. A Palm Beach County Local Business Tax Receipt (Occupational License) is required unless specifically exempted by law. In lieu of a Palm Beach County Local Business Tax Receipt (Occupational License), the bidder should include the current Local Business Tax Receipt (Occupational License) issued to the bidder in the response. It is the responsibility of the successful bidder to ensure that all required certifications, licenses and permits are maintained in force and current throughout the term of the contract. Failure to meet this requirement shall be considered default of contract.

   b. **DRUG FREE WORKPLACE CERTIFICATION:**
      In compliance with Florida Statute (Section 287.087) attached form "Drug-Free Workplace Certification" should be fully executed and submitted with bid response in order to be considered for a preference whenever two (2) or more bids which are equal with respect to price, quality, and service are received by the.

   c. **CONDITIONED OFFERS:**
      Bidders are cautioned that any condition, qualification, provision, or comment in their bid, or in other correspondence transmitted with their bid, which in any way modifies, takes exception to, or is inconsistent with the specifications, requirements, or any of the terms, conditions, or provisions of this solicitation, is sufficient cause for the rejection of their bid as non-responsive.

   d. **PERFORMANCE DURING EMERGENCY:**
      By submitting a bid, bidder agrees and promises that, during and after a public emergency, disaster, hurricane, flood, or acts of God, this project shall be given “first priority” for all goods and services under this contract. Bidder agrees to provide all goods and services during and after the emergency at the terms, conditions, and prices as provided in this solicitation on a “first priority” basis. Bidder shall furnish a 24-hour phone number in the event of such an emergency. Failure to provide the stated priority during and after an emergency shall constitute breach of contract and make the bidder subject to sanctions from doing further business with the OWNER OR COUTNY.

3. **BID OPENING, AWARD and PROTESTS**
   a. **OBSERVING THE PUBLISHED BID OPENING TIME:**
      **The published bid opening time shall be scrupulously observed.** It is the sole responsibility of the bidder to ensure that their bid arrives prior to the published bid opening time. Any bid delivered after the precise time of bid opening shall not be considered, and shall be returned to the bidder unopened if bidder identification is possible without opening. Bid responses by telephone, electronics, or facsimile shall not be accepted. Bidders shall not be allowed to modify their bids after the published bid opening time.

   b. **AWARD and POSTING OF AWARD RECOMMENDATION:**
It is the intention to award a single contract to the lowest, responsive, responsible bidder. The recommended award shall be e-mailed to only those contractors that have submitted a bid.

c. PROTEST PROCEDURE:
Should you have any questions concerning the attached bid results, you are instructed to E-mail this office by 5:30 p.m. of the next business day upon receipt of this e-mail. E-mail address ldk@searchitects.com.

4. CONTRACT ADMINISTRATION
   a. DELIVERY AND ACCEPTANCE:
      Deliveries of all items shall be made as soon as possible. Deliveries resulting from this bid are to be made during the normal working hours. Time is of the essence and delivery dates must be met. Should the successful bidder fail to deliver on or before the stated dates, the Property owner reserves the right to CANCEL the order or contract and make the purchase elsewhere. The successful bidder shall be responsible for making any and all claims against carriers for missing or damaged items.

      Delivered items shall not be considered "accepted" until an authorized agent for the owner, by inspection or test of such items, determined that they appear to fully comply with specifications. The may return, at the expense of the successful bidder and for full credit, any item(s) received which fail to meet the 's specifications or performance standards.

   b. PAYMENT:
      Payment shall be made after commodities/services have been received, accepted and properly invoiced as indicated in the contract and/or order. Invoices must bear the order number. The Florida Prompt Payment Act is applicable to this solicitation.

   c. CHANGES:
      The, by written notification to the successful bidder may make minor changes to the contract terms. Minor changes are defined as modifications which do not significantly alter the scope, nature, or price of the specified goods or services. Typical minor changes include, but are not limited to, place of delivery, method of shipment, minor revisions to customized work specifications, and administration of the contract. The successful bidder shall not amend any provision of the contract without written notification to Neighborhood Renaissance, Inc. or the Architect.

   d. DEFAULT:
      The owner may by written notice of default to the successful bidder, terminate the contract in whole or in part if the successful bidder fails to satisfactorily perform any provisions of this solicitation or resultant contract, or fails to make progress so as to endanger performance under the terms and conditions of this solicitation or resultant contract, or provides repeated non-performance, or does not remedy such failure within a period of 3 days (or such period as the may authorize in writing) after receipt of notice from the specifying such failure. In the event the terminates this contract in whole or in part because of default of the successful bidder, the may procure goods and/or services similar to those terminated, and the successful bidder shall be liable for any excess costs incurred due to this action.

      If it is determined that the successful bidder was not in default or that the default was excusable (e.g., failure due to causes beyond the control of, or without the fault or negligence of, the successful bidder), the rights and obligations of the parties shall be those provided in Section 5f, "Termination for Convenience."
e. TERMINATION FOR CONVENIENCE:
The owner may, whenever the interests of the owner so require, terminate the contract, in whole or in part, for the convenience of the owner. The owner shall give five (5) days prior written notice of termination to the successful bidder, specifying the portions of the contract to be terminated and when the termination is to become effective. If only portions of the contract are terminated, the successful bidder has the right to withdraw, without adverse action, from the entire contract.

Unless directed differently in the notice of termination, the successful bidder shall incur no further obligations in connection with the terminated work, and shall stop work to the extent specified and on the date given in the notice of termination. Additionally, unless directed differently, the successful bidder shall terminate outstanding orders and/or subcontracts related to the terminated work.

f. ACCESS AND AUDITS:
The bidder shall maintain adequate records related to all charges, expenses, and costs incurred in estimating and performing the work for at least three (3) years after completion or termination of this Contract. The owner shall have access to such books, records, and documents as required in this section for the purpose of inspection or audit during normal business hours, at the bidder’s place of business.
00 40 00 Procurement Forms and Supplements

00 41 00 PROPOSED COSTS FOR SCOPE OF WORK

It is the intent of attached bid proposal form and Proposal Affidavit and Acknowledgement by the General Contractor form to provide the bidder with a general outline of the tasks required to construct the project. Additional detail is indicated, but not limited to this specification. Any variations from all documents shall be reviewed by the architect prior to ordering or installing material. Should a conflict between material specifications occur, it will be assumed that the more expensive product had been bid upon. Included, but not limited to are, all accessories and labor for a complete and fully functional product. Construction cleaning is not acceptable. The house and property shall be cleaned to move-in condition at completion.

00 45 00 Representations and Certifications

The documents described in this section 00 45 00 Representations and Certifications may be found in the Federal Requirements Attachment “B”. By submission of your bid proposal you are certifying that you have read and agreed to the Representations and Certifications and have read, understand and will abide by all the Federal Requirements.

00 45 01 NOTICE OF REQUIREMENT FOR AFFIRMATIVE ACTION TO ENSURE EQUAL EMPLOYMENT OPPORTUNITY (EXECUTIVE ORDER 11246) (Applicable to contracts/subcontracts exceeding $10,000.) (B.2)

00 45 02 EQUAL EMPLOYMENT OPPORTUNITY CLAUSE FOR CONTRACTS SUBJECT TO EXECUTIVE ORDER 11246 Section 202 Equal Opportunity Clause (B.1)

00 45 03 STANDARD FEDERAL EQUAL EMPLOYMENT OPPORTUNITY CONSTRUCTION CONTRACT SPECIFICATIONS (EXECUTIVE ORDER 11246) (B.3)

00 45 04 SECTION 109 HOUSING AND COMMUNITY DEVELOPMENT ACT OF 1974

00 45 05 NON-DISCRIMINATION UNDER THE AGE DISCRIMINATION ACT OF 1975, AS AMENDED

00 45 06 TITLE VI OF THE CIVIL RIGHTS ACT OF 1964

00 45 07 SECTION 3 CLAUSES

00 45 08 LEAD-BASED PAINT POISONING PREVENTION ACT

00 45 09 COMPLIANCE WITH CLEAN AIR AND WATER ACTS

Please read all the REQUIREMENTS FOR FEDERALLY FUNDED PROJECTS in Attachment B. The documents and its attachments must be included in the solicitation documents for the abovenamed project, and it becomes part of the contract for the project.
00 50 00 CONTRACTING FORMS AND SUPPLEMENTS

This project will use the AIA 101-2007 Stipulated Sum Contract with the A201-2007 General Conditions.

The following will also become part of the contract:
1. 00 00 00 Procurement and Contracting Requirements
2. 00 45 00 Representations and Certifications – Attachment “A”
3. Attachment “B” Requirements for Federally Funded Projects
4. Wage Decision(s) No.: FL170122 01/06/2017 FL122 Residential
00 50 00 Contract Award Report.

*To be submitted with 1st payment request*

### CONTRACT AWARD REPORT

<table>
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<th>Project Name:</th>
<th>Report Date:</th>
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#### Prime Contractor Information - construction contracts funded in whole or in part by HCD

<table>
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<tr>
<th>Grant/Project Number or HUD Case Number or other identification of property, subdivision, dwelling unit, etc.</th>
<th>Amount of Contract (See below)</th>
<th>Type of Trade Code (See below)</th>
<th>Contractor Business Racial/Ethnic Code (see below)</th>
<th>Woman Owned Business (Yes or No)</th>
<th>Prime Contractor Employer Identification Number</th>
<th>Sec. 3 (Yes or No)</th>
<th>Subcontractor Employer Identification Number</th>
<th>Sec. 3 (Yes or No)</th>
<th>Contractor Name and Address</th>
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#### Sub-Contractor Information - construction sub-contracts funded in whole or in part by HCD

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<tr>
<th>Grant/Project Number or HUD Case Number or other identification of property, subdivision, dwelling unit, etc.</th>
<th>Amount of Subcontract (See below)</th>
<th>Type of Trade Code (See below)</th>
<th>Subcontractor Business Racial/Ethnic Code (see below)</th>
<th>Woman Owned Business (Yes or No)</th>
<th>Prime Contractor Employer Identification Number</th>
<th>Sec. 3 (Yes or No)</th>
<th>Subcontractor Employer Identification Number</th>
<th>Sec. 3 (Yes or No)</th>
<th>Subcontractor Name and Address</th>
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#### Other Contractor Information - non-construction contracts funded in whole or in part by HCD (such as consultants, engineers, architects, surveyors, etc.)

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<th>Grant/Project Number or HUD Case Number or other identification of property, subdivision, dwelling unit, etc.</th>
<th>Amount of Contract (See below)</th>
<th>Type of Trade Code (See below)</th>
<th>Contractor Business Racial/Ethnic Code (see below)</th>
<th>Woman Owned Business (Yes or No)</th>
<th>Prime Contractor Employer Identification Number</th>
<th>Sec. 3 (Yes or No)</th>
<th>Subcontractor Employer Identification Number</th>
<th>Sec. 3 (Yes or No)</th>
<th>Contractor Name and Address</th>
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(A) Type of Trade Codes:  
1 = New Construction  
2 = Substantial Rehab  
3 = Repair  
4 = Service  
5 = Project Mgmt.  
6 = Professional  
7 = Tenant Services  
8 = Education/Training  
9 = Arch./Engi./Aptraisal  
0 = Other  

(B) Racial/Ethnic Codes  
1 = White Americans  
2 = Black Americans  
3 = Native Americans  
4 = Hispanic Americans  
5 = Asian/Pacific Americans  

(C) Section 3 Business

Revised: September 26, 2005  
S:\SHR\Cap\Imprv\SN\1F\federalRegRelHbltBids.wpd
ATTACHMENT “A”
CERTIFICATION FORMS
(Include these in your submittal)

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SECTION 2.02 NON-COLLUSION AFFIDAVIT OF PRIME CONTRACTOR
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Section 2.04 CERTIFICATION OF ELIGIBILITY OF GENERAL CONTRACTOR
Section 2.05 CERTIFICATION OF NON-SEGREGATED FACILITIES
SECTION 2.06 MBE/WBE CONTRACTOR/SUBCONTRACTOR PARTICIPATION FORM
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Section 2.10 DRUG FREE WORKPLACE

PROPOSED COSTS FOR SCOPE OF WORK

It is the intent of the attached bid sheet to provide the bidder with a general outline of the tasks required to construct this property. Additional detail is indicated, but not limited to the separate but, attached specification manual for this project, prepared by South East Architect Services, Inc. Any variations from all documents shall be reviewed by the architect prior to ordering or installing material. Should a conflict between material specifications occur, it will be assumed that the more expensive product had been bid upon. Included, but not limited to within the proposed line item bid costs below shall be material, labor, equipment, taxes, general conditions and all costs that may be incurred within the attached but separate specification manual.
SECTION 2.01 PROPOSAL AFFIDAVIT AND ACKNOWLEDGEMENT BY THE GENERAL CONTRACTOR

1. If selected as the successful lowest responsible bidder, the undersigned General Contractor agrees to execute an AIA A101 -2007 Standard Form of Agreement Between Owner and Contractor where the basis of payment is a Stipulated Sum with PROPERTY OWNER. The undersigned General Contractor proposes to furnish all labor, materials, supplies, tools, equipment and services required and necessary to perform and complete the construction work specified herein and attached at the cost indicated by the General Contractor.

2. The undersigned General Contractor shall perform all work in accordance with the Current Version of the applicable portions of the Florida Building Code, but not limited to, all other applicable local codes and ordinances and state statutes and regulations, as may be amended from time to time, relating to the construction, repair, alteration, use or occupancy of buildings, equipment or facilities, including but not limited to the building, plumbing, heating, electrical and housing codes.

3. In addition, the undersigned General Contractor acknowledges and understands that the construction work to be performed at the property identified above is funded, in whole or in part, through monies made available under the Federal Community Development Block Grant program.

4. In this regard the undersigned General Contractor also agrees to abide by and comply with all federal laws, rules and regulations pertaining to residential construction activities pursuant to Title I of the Housing and Community Development Act of 1974, as amended, including, but not limited to:
   - Section 8 Existing Housing Quality Standards; and
   - The Energy Policy and Conservation Act of 1975; and
   - HUD Lead-Based Paint Regulations; and
   - Section 3 of the Housing and Urban Development Act of 1968; as amended; and
   - Executive Order 11246, as amended by Executive Orders 11375 and 12086; and
   - Title VI of the Civil Rights Act of 1964; and
   - Section 109 of the Housing and Community Development Act of 1974; and
   - Section 504 of the Rehabilitation Act of 1973, as amended; and
   - The Age Discrimination Act of 1975;

Failure to list verbatim or make reference to a local, state or federal regulation herein, or any attachment thereto shall not relieve the parties of compliance with any appropriate regulation if determined by PALM BEACH COUNTY or Neighborhood Renaissance, Inc or the United States Department of Housing and Urban Development as applicable to this Program.

5. This project is funded in part, or in whole, with Federal funds and is subject to the requirements listed below. The requirements contained in this document are intended to cooperate with, to supplement, and to modify the general conditions and other specifications for this project. In case of disagreement with any other section of this bid document/contract, the requirements contained herein shall govern. Note: This document and its attachments must be included in the bid documents for this project, and it must be made part of the contract for the project.

   a) The following requirements are attached:
b) Contract Award Report:
   - To be submitted to Owner by the successful bidder with the first payment request. (Ask County for larger form on legal size paper) Sample attached

6. In addition, the undersigned General Contractor certifies that it is not, nor are any of its officers, partners, owners or parties of interest named on the current General Services Administration List of Parties Excluded from Federal Procurement or Non-procurement Programs, and agrees to provide a sworn statement to this effect when requested by PALM BEACH COUNTY OR NEIGHBORHOOD RENAISSANCE, INC. In particular, the requirements of the above mentioned Section 3 are:

   a) 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. 170 lu (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.

   b) The parties to this contract agree to comply with HUD’s requirements in 24 CFR Part 135, which implement Section 3. As evidenced by their execution of this contract, the parties to this contract certify that they are under no contractual or other impediment that would prevent them from complying with the Part 135 regulations.

   c) 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 commitment 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 minimum number and job titles subject to hire, availability of apprenticeship and training positions, the qualifications for each; and the name and location of the person(s) taking applications for each of the positions; and the anticipated date the work shall begin.

   d) The contractor agrees to include this Section 3 clause in every subcontract subject to compliance with regulations in 24 CFR Part 135, 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 135. 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 135.

   e) The contractor will certify that any vacant employment positions, including training positions, that are filled
(1) after the contractor is selected but before the contract is executed, and (2) with persons other than those to whom the regulations of 24 CFR Part 135 require employment opportunities to be directed, were not filled to circumvent the contractor’s obligations under 24 CFR Part 135.

f) Noncompliance with HUD’s regulations in 24 CFR Part 135 may result in sanctions, termination of this contract for default, and debarment or suspension from future HUD assisted contracts.

7. The undersigned General Contractor also certifies that he/she does not and will not maintain or provide for its employees any segregated facilities at any of its establishments, and that he/she does not permit its employees to perform their services at any location under its control where segregated facilities are maintained, and the undersigned agrees further to provide a signed statement to this effect.

8. To the fullest extent permitted by law, the General Contractor shall indemnify and hold harmless Palm Beach County, Neighborhood Renaissance, Inc. and South East Architect Services, Inc. from and against claims, damages, losses and expenses, including but not limited to attorneys’ fees, arising out of or resulting from performance of the work specified herein, provided that such claim, damage, loss or expense is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than the work itself) including loss of use resulting there from, to the extent caused in whole or in part by negligent acts or omissions of the General Contractor, a subcontractor, anyone directly or indirectly employed by them or anyone for whose acts they may be liable, regardless of whether or not such claim, damage, loss or expense is caused in part by a party indemnified hereunder. Such obligation shall be construed to negate, abridge, or reduce other rights or obligations of indemnity which would otherwise exist as to a party or person described in this paragraph.

Claims against any person or entity indemnified under the previous paragraph by an employee of the General Contractor, a subcontractor, anyone directly or indirectly employed by them or anyone for whose acts they may be liable, the indemnification obligation shall not be limited by a limitation on amount or type of damages, compensation or benefits payable by or for the General Contractor or a subcontractor under workers compensation acts, disability benefit acts or other employee benefit acts.

9. Furthermore, the undersigned General Contractor certifies that he/she has not divulged to, discussed, or compared its bid with other bidders, and has not colluded with any other bidder or parties to this bid whatsoever. The undersigned also agrees to provide a sworn statement to this effect if requested.

10. The undersigned General Contractor certifies that no portion of the sum of the bid will be paid to any employee of Palm Beach County, Neighborhood Renaissance, Inc. and South East Architect Services, Inc. as a Commission, Kickback, reward or gift directly or indirectly by any member of the firm or by any officer of the corporation.

By signing below, the bidder (General Contractor) certifies that he or she understands and will comply with all the terms, conditions and specifications as contained and made reference to in this proposal as well as any attachments thereto.

Printed Name

Company Name

Authorized Signature*        Date

Address                  City                  State                  Zip Code

Office Phone Number        Cell Phone Number
SECTION 2.02 NON-COLLUSION AFFIDAVIT OF PRIME CONTRACTOR

State of Florida County
of Palm Beach

BEFORE ME, the undersigned authority, personally appeared __________________________, who, after being
by me first duly sworn, deposes and says of his/her personal knowledge that:

(1) She/he is __________________________, the Bidder (Pres. Partner, Sole Proprietor) Company name

that has submitted a proposal to perform work for the following project:

Contract #: Project Name: MANGO COVE APARTMENTS

(2) He is fully informed respecting the preparation and contents of the attached Bid and of all pertinent circumstances respecting such Bid;

(3) Such Bid is genuine and is not a collusive or sham Bid;

(4) Neither the said Bidder nor any of its officers, partners, owners, agents, representatives, employees or parties in interest, including this affiant, has in any way colluded, conspired, connived or agreed, directly or indirectly with any other Bidder, firm or person to submit a collusive or sham Bid in connection with the Contract for which the attached Bid has been submitted or to refrain from bidding in connection with such Contract, or has in any manner, directly or indirectly, sought by agreement or collusion or communication or conference with any other Bidder, firm or person to fix the price or prices in the attached Bid or of any other Bidder, or to fix any overhead, profit or cost element of the Bid price or the Bid price of any other Bidder, or to secure through any collusion, conspiracy, connivance or unlawful agreement any advantage against Palm Beach County or any person interested in the proposed Contract and

(5) The price or prices quoted in the attached Bid are fair and proper and are not tainted by any collusion, conspiracy, connivance or unlawful agreement on the part of the Bidder or any of its agents, representatives, owners, employees, or parties in interest, including this affiant.

______________________________  ________________________________
Print Name                                      Signature

Subscribed and sworn to (or affirmed) before me this __________ day of ________________ 2017 by

______________________________ who is personally known to me or who has produced identification.

NOTARY SEAL:  ______________________________
Notary Signature:

Notary Name: ________________________________ Notary Public-State of Florida
State of Florida County
of Palm Beach

BEFORE ME, the undersigned authority, personally appeared __________________________, who, after being
by me first duly sworn, deposes and says of his/her personal knowledge that:

(1) She/he is ______________________ of ________________________________ , the Bidder
(Pres. Partner, Sole Proprietor) Company name
that has submitted a proposal to perform work for the following project:

   Contract #: Project Name: MANGO COVE APARTMENTS

(2) I, the undersigned, hereby depose and say that no portion of the sum bid in connection with the work to be performed at
the property identified above will be paid to any employee of Palm Beach County, Neighborhood Renaissance, Inc. and South
East Architect Services, Inc. or, as a Commission, kickback, reward or gift, directly or indirectly by me or any member of my
firm or by an officer of the corporation.

_________________________________________  ______________________________
Print Name                                                                            Signature

Subscribed and sworn to (or affirmed) before me this ___________ day of _________________ 2017 by

_________________________________________ who is personally known to me or who has produced identification.

NOTARY SEAL: Notary Signature: ________________________________

Notary Name: _______________________________ Notary Public-State of Florida
Section 2.04  CERTIFICATION OF ELIGIBILITY OF GENERAL CONTRACTOR

State of Florida County
of Palm Beach

BEFORE ME, the undersigned authority, personally appeared __________________________, who, after being
by me first duly sworn, deposes and says of his/her personal knowledge that:

(1) She/he is __________________________ of __________________________, Hereinafter,
(Pres. Partner, Sole Proprietor) Company name
reflected to as the "General Contractor"; who submitted a proposal to perform work for the following project:
Contract #: Project Name: MANGO COVE APARTMENTS

(2) He/she is fully informed that the Proposal submitted for work to be performed under the above mentioned contract,
is being funded, in whole or in part, by a Federally-assisted or insured contract; and

(3) The General Contractor nor any of its officers, partners, owners or parties of interest is not named on the current General
Services Administration List of Parties Excluded from Federal Procurement or Non-procurement Programs prior to award of
the contract; and

(4) The General Contractor acknowledges that should the contractor be subsequently found ineligible after award of the
contract, its Construction Contract shall be terminated and the matter referred to the Department of Labor, the Department
of Housing and Urban Development, or the General Services Administration for its action; and

(5) The General Contractor acknowledges the responsibility of informing all of its subcontractors that this contract is being
funded, in whole or in part, by a Federally-assisted or insured contract; and

(6) The General Contractor acknowledged the responsibility that all of its subcontractors are to sign a "Certification Regarding
Debarment Suspension, Ineligibility and Voluntary Exclusion- Lower-Tier Participant" as a part of its contract with such
subcontractors, and that the "General Contractor" will retain such certifications in its files. Furthermore, should the
subcontractor be subsequently found ineligible after award of the Construction Contract, its contract with the "General
Contractor" shall be terminated and the matter referred to the Department of Labor, the Department of Housing and Urban
Development, or the General Services Administration, for its action.

__________________________________________  ______________________________
Print Name Signature

Subscribed and sworn to (or affirmed) before me this _______________ day of _______________ 2017 by
______________________________ who is personally known to me or who has produced identification.

NOTARY SEAL:  ________________________________
Notary Signature:

Notary Name: ___________________________________________ Notary Public-State of Florida
Section 2.05 CERTIFICATION OF NON-SEGREGATED FACILITIES

The Bidder certifies that he/she does not maintain or provide for his/her employees any segregated facilities at any of his/her establishments, and that he/she does not permit his/her employees to perform their services at any location, under his/her control where segregated facilities are maintained. The bidder certifies further that he/she will not maintain or provide for his/her employees any segregated facilities at any of his/her establishments, and that he/she will not permit his/her employees to perform their services at any location under his/her control where segregated facilities are maintained. The bidder agrees that a breach of this certification will be a violation of the Equal Opportunity clause in any contract resulting from acceptance of this bid. As used in this certification, the term "segregated facilities" means any waiting rooms, work areas, restrooms and washrooms, 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 provided for employees which are segregated by explicit directive or are in fact segregated on the basis of race, color, religion, or national origin, because of habit, local custom, or otherwise. The bidder agrees that (except where he/she has obtained identical certification from proposed subcontractors for specific time periods) he/she 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, and that he/she will retain such certifications in his/her files.

NOTE: The penalty for making false statements in offers is prescribed in 18 U.S.C. 1001.

MANGO COVE APARTMENTS

Project Name

________________________________________
(Pres. Partner, Sole Proprietor) Company name

________________________________________
Address

________________________________________
Print Name Signature

Subscribed and sworn to (or affirmed) before me this ______________ day of ___________________________ 2017 by ________________________________________ who is personally known to me or who has produced identification.

NOTARY SEAL: Notary Signature: __________________________________________

Notary Name: __________________________________________ Notary Public-State of Florida
### SECTION 2.06  MBE/WBE CONTRACTOR/SUBCONTRACTOR PARTICIPATION FORM

Provide the MBE (Minority Business Enterprise) and WBE (Women Business Enterprise) information requested below for the Prime Contractor and subcontractors who will perform construction work on this project. For each MBE/WBE submit a copy of the certification showing such status. Certifications from State agencies (such as the Florida Department of Management Services, Office of Supplier Diversity, or the Florida Department of Transportation) or from any public agencies shall be acceptable.

Your attention is directed to the Notice of Requirement for Affirmative Action To Ensure Equal Employment Opportunity (Executive Order 11246) as contained in this document, and the goals specified therein for minority and female participation. If these goals are not met, the Prime Contractor shall demonstrate in writing what affirmative steps and effort was taken to obtain minority and women subcontractors as required by 24 CFR 85.36(a) (2) (vi), including identifying what firms were solicited as subcontractors. (Use additional sheets if needed.)

<table>
<thead>
<tr>
<th>PRIME CONTRACTOR INFORMATION:</th>
<th>WBE</th>
<th>MBE</th>
</tr>
</thead>
<tbody>
<tr>
<td>Name: [ ] Yes [ ] No</td>
<td>[ ] American Indian/ [ ] Asian/ [ ] Black (non-Hispanic)</td>
<td>[ ] Hispanic</td>
</tr>
<tr>
<td>Alaskan Native</td>
<td>Pacific Islander</td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>SUBCONTRACTOR INFORMATION: Provide subcontractor information below, or check here [ ] if there are no subcontractors for this project.</th>
<th>WBE</th>
<th>MBE</th>
</tr>
</thead>
<tbody>
<tr>
<td>Name: [ ] Yes [ ] No</td>
<td>[ ] American Indian/ [ ] Asian/ [ ] Black (non-Hispanic)</td>
<td>[ ] Hispanic</td>
</tr>
<tr>
<td>Alaskan Native</td>
<td>Pacific Islander</td>
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<tr>
<td>(If yes, indicate amount of subcontract to be awarded) $</td>
<td>Amount of subcontract to be awarded to the MBE checked above: $</td>
<td></td>
</tr>
</tbody>
</table>

| Name: [ ] Yes [ ] No | [ ] American Indian/ [ ] Asian/ [ ] Black (non-Hispanic) | [ ] Hispanic |
| Alaskan Native | Pacific Islander |
| (If yes, indicate amount of subcontract to be awarded) $ | Amount of subcontract to be awarded to the MBE checked above: $ |

| Name: [ ] Yes [ ] No | [ ] American Indian/ [ ] Asian/ [ ] Black (non-Hispanic) | [ ] Hispanic |
| Alaskan Native | Pacific Islander |
| (If yes, indicate amount of subcontract to be awarded) $ | Amount of subcontract to be awarded to the MBE checked above: $ |

Section 2.07  MBE/WBE SUPPLIER PARTICIPATION FORM

The Prime Contractor shall take all necessary affirmative steps to assure that MBE (Minority Business Enterprise) and WBE (Women Business Enterprise) are utilized when possible as suppliers in connection with this project. For each MBE/WBE supplier submit a copy of the certification showing such status. Certifications from State agencies (such as the Florida Department of Management Services, Office of Supplier Diversity, or the Florida Department of Transportation) or any public agencies shall be acceptable. The Prime Contractor shall demonstrate in writing efforts to utilize MBE/WBE suppliers, including identifying what firms were solicited as suppliers.

| PRIME CONTRACTOR INFORMATION: Name: |
|------------------------------|-----|-----|
| SUPPLIER INFORMATION: Name: [ ] Yes [ ] No | [ ] American Indian/ [ ] Asian/ [ ] Black (non-Hispanic) | [ ] Hispanic |
| Alaskan Native | Pacific Islander |
| (If yes, indicate amount of contract to be awarded) $ | Amount of contract to be awarded to the MBE checked above: $ |

| Name: [ ] Yes [ ] No | [ ] American Indian/ [ ] Asian/ [ ] Black (non-Hispanic) | [ ] Hispanic |
| Alaskan Native | Pacific Islander |
| (If yes, indicate amount of contract to be awarded) $ | Amount of contract to be awarded to the MBE checked above: $ |

| Name: [ ] Yes [ ] No | [ ] American Indian/ [ ] Asian/ [ ] Black (non-Hispanic) | [ ] Hispanic |
| Alaskan Native | Pacific Islander |
| (If yes, indicate amount of contract to be awarded) $ | Amount of contract to be awarded to the MBE checked above: $ |

| Name: [ ] Yes [ ] No | [ ] American Indian/ [ ] Asian/ [ ] Black (non-Hispanic) | [ ] Hispanic |
| Alaskan Native | Pacific Islander |
| (If yes, indicate amount of contract to be awarded) $ | Amount of contract to be awarded to the MBE checked above: $ |
### WORKFORCE PROJECTION

**PROJECT NAME:** NEIGHBORHOOD RENAISSANCE - MANGO COVE APARTMENTS

Instructions: Check below all the work classifications that you anticipate will be working on this project including the prime contractor’s work force and all subcontractors’ work forces.

#### POWER EQUIPMENT OPERATORS
- Asphalt Distributor
- Asphalt Paving Machine
- Asphalt Screed
- Backhoe
- Boom Auger Operator
- Bulldozer
- Concrete Curb Machine Operator
- Concrete Joint Saw Operator
- Concrete Pump
- Cranes with boom length less than 150 ft
- Cranes with boom length 150 ft and over
- Cranes, all tower cranes, and all
- Derrick, or Dragline
- Earthmover
- Excavator
- Forklift
- Front End Loader
- Grader/Blade
- Guardrail Erector
- Guardrail Erector
- Guardrail Post Driver
- Mechanic: Type:
- Milling Machine Grade Checker
- Milling Machine Operator
- Motor Grader
- Mulching Machine
- Oil, Greasemen
- Pavement Stripping Machine
- Pavement Stripping Machine Nozzleman
- Pile Driver
- Power Subgrade Mixer
- Roller
- Scraper
- Sign Erector
- Small Tool Operator
- Tractor
- Trenching Machine
- Truck Driver: Type:
- Other:
- Other:

#### OTHER WORK CLASSIFICATIONS
- Acoustical Tile Installer
- Air Tool Operators
- Asphalt Rakers
- Bricklayer/Brickmason/Blocklayer
- Carpenter
- Cement Mason/Concrete Finisher
- Drywall Hanger
- Drywall Finisher/Taper
- Electrician
- Elevator Mechanic
- Fence Erector
- Form Setter
- Glazier
- Grade Checker
- HVAC Mechanic: Type:
- Ironworker - Ornamental
- Ironworker - Reinforcing
- Ironworker - Structural
- Landscape and Irrigation laborer
- Lather
- Mason Tenders
- Painter
- Pipefitter (excluding HVAC pipe work)
- Pipelayer
- Plasterer
- Plasterers Tenders
- Plumber (excluding HVAC pipe)
- Plumber (including HVAC pipe)
- Roofer (including built-up, composition and single ply)
- Sheet Metal Worker (including HVAC duct work)
- Sprinkler Fitter (fire sprinkler)
- Terrazzo Worker Mechanic
- Tile Setter
- Traffic Control Specialist
- Traffic Signalization - Installer
- Traffic Signalization - Mechanic
- Unskilled Laborer
- Welder
- Other:

Submitted by: ____________________________
Certification Regarding Debarment Suspension, Ineligibility and Voluntary Exclusion-Lower-Tier Covered Transactions pursuant to 24 CFR, Code of Federal Regulations, Part 24.510(b) and HUD Handbook 1300.13 REV.1:

1. By signing and submitting this proposal, the prospective lower-tier participant, certifies that neither it, nor its principals, is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transition by any Federal department or agency. Further, I, we, provide the certification set out below:

I, and any principals of my firm, understand that the certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that I, we, knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the Department or agency with which this transaction originated may pursue available remedies.

2. Further, I, and any principal of my firm, shall provide immediate written notice to the person to which this proposal is submitted if at any time I, we, learn that my/our certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

3. By submitting this proposal, I, and any principals of my firm, agree that should the proposed covered transaction be entered into, I, we, will not knowingly enter into any lower-tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction unless authorized by the agency with which this transaction originated.

4. I, and any principals of my firm, further agree by submitting this proposal that I/we, will include this Certification, without modification, in all lower-tier covered transactions and in all solicitations for lower-tier covered transacting.

Contractor Name: ____________________________

Address: ______________________________________

By: ____________________________  ____________________________

Name and Title  Signature  Date
Section 2.10    DRUG FREE WORKPLACE

Preference shall be given to businesses with drug-free workplace programs. Whenever two or more bids which are equal with respect to price, quality, and service are received by the State or by any political subdivision for the procurement of commodities or contractual services, a bid received from a business that certifies that it has implemented a drug-free workplace program shall be given preference in the award process. Established procedures for processing tie bids will be followed if none of the tied vendors have a drug-free workplace program. In order to have a drug-free workplace program, a business shall:

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

2. Inform employees about the dangers of drug abuse in the workplace, the business’s policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.

3. Give each employee engaged in providing the commodities or contractual services that are under bid a copy of the statement specified in subsection (1).

4. In the statement specified in subsection (1), notify the employees that, as a condition of working on the commodities or contractual services that are under bid, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of chapter 893 or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) days after such conviction.

5. Impose a sanction on, or require the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee’s community, by any employee who is so convicted.

6. Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section. As the person authorized to sign the statement, I certify that this firm complies fully with the above requirements.

______________________________

Bidder’s Signature
Attachment “B”
Requirements for Federally Funded Projects

.PALM BEACH COUNTY  DEPARTMENT OF ECONOMIC SUSTAINABILITY

REQUIREMENTS FOR FEDERALLY FUNDED PROJECTS

PROJECT NAME: NEIGHBORHOOD RENAISSANCE – MANGO COVE APARTMENTS

Note: This project is funded in part, or in whole, by Federal funds and is subject to the requirements listed below.

Note: This document and its attachments must be included in the solicitation documents for the above named project, and it becomes part of the contract for the project.

The requirements contained in this document are intended to cooperate with, to supplement, and to modify the general conditions and other specifications for this project. In case of disagreement with any other section of this bid document/contract, the requirements contained herein shall govern.

1. General Requirements:
The following requirements are attached:
   - Special Equal Opportunity Provisions (Executive Order 11246)
   - Section 109 DEPARTMENT OF ECONOMIC SUSTAINABILITY Act of 1974
   - Age Discrimination Act of 1975 Civil Rights Act of 1964
   - Section 503 Handicapped
   - Utilization of Minority and Women Firms (M/WBE)
   - Section 3 Clause
   - Public Entity Crimes - Section 287.133, Florida Statute
   - Conflict of Interest of Officers or Employees Of the Local Jurisdiction, Members of the Local Governing Body, Or Other Public Officials
   - Access to Records
   - Retention of Records
   - Remedies
   - Termination for Cause and/or Convenience
   - Bonding Requirements
   - Lead-based Paint Poisoning Prevention Act
   - Environmental Compliance
   - Energy Efficiency

2. Forms to be completed and submitted by all bidders with their bids:
The following forms are attached:
   - Non-collusion Affidavit of Prime Bidder
   - Anti-kickback Affidavit
   - Certification of Eligibility of General Contractor
   - Certification of Non-segregated Facilities
   - MBE/WBE Contractor/Subcontractor Participation form
   - MBE/WBE Supplier Participation form
3. **Form provided to the successful bidder for use by subcontractors after contract award:**
The following form is attached:
   - Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion - Lower Tier Participant.

4. **Report to be submitted to DES by the successful bidder after contract award:**
   - Contractual Obligations and MBE Report to be submitted each March 31st and each September 30th.
   
   **(Note: The attached form has been condensed. After contract award, ask County for a larger form on legal size paper)**

5. **Davis-Bacon Act:**
Federal labor standards provisions of the Davis-Bacon Act apply to construction projects valued over $2,000. Attached are the pertinent forms:
   - Display of Posters
   - Federal Labor Standards Provisions - Form HUD-4010
   - Guidance to Contractor for Compliance with Labor Standards Provisions

The applicable wage decision(s) shown below are attached:

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**Wage Decision(s) No.:** FL170122 01/06/2017 FL122 Residential/
**SPECIAL EQUAL OPPORTUNITY PROVISIONS**

**A. Activities and Contracts Not Subject to Executive Order 11246, as Amended**
(Applicable to Federally assisted construction contracts and related subcontracts $10,000 and under.)

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

(1) The Contractor shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The Contractor shall take affirmative action to ensure that applicants for employment are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, or national origin. Such action shall include, but not be limited to, the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship.

(2) The Contractor shall post in conspicuous places, available to employees and applicants for employment, notices to be provided by Contracting Officer seeking forth the provisions of this nondiscrimination clause. The Contractor shall state that all qualified applicants be considered without regard to race, color, religion, sex or national origin.

(3) Contractors shall incorporate foregoing requirements in all subcontracts.

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

**1) Section 202 Equal Opportunity Clause**

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

(a) The Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, or national origin. Such action shall include, but not be limited to, the following: employment, upgrading, demotion, or transfer; recruitment, or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor agrees to post in a conspicuous place, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

(b) The Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration without regard to race, color, religion, sex, or national origin.

(c) The Contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding a notice to be provided by the Contract Compliance Officer advising the said labor union or worker’s representatives of the Contractor’s commitment under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
(d) The Contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the Rules, Regulations, and Relevant Orders of the Secretary of Labor.

(e) The Contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the Department and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and others.

(f) In the event of the Contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, be declared ineligible for further Government contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

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

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

(a) 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.

(b) 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:

Female participation: 6.9%
Minority participation: 22.4%
Area covered: Palm Beach County

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.

(c) 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.

(d) 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.

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

(a) As used in these specifications:

1. “Covered area” means the geographical area described in the solicitation from which this contract resulted;

2. “Director” means Director, Office of Federal Contract Compliance Programs, United States Department of Labor, or any person to whom the Director delegates authority;


4. “Minority” includes:

   (I) Black (all persons having origins in any of the Black African racial groups);

   (II) Asian and Pacific Islander (all persons having origins in any of the Far East, Southeast Asia, the Indian Subcontinent, or the Pacific Island); and

   (III) 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).
(4) Whenever the Contractor, or any Subcontractor, 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.

(5) 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 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.

(6) The Contractor shall implement the specific affirmative action standards provided in paragraphs (9) (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 contractors performing contracts in geographical areas where they do not have a Federal or Federally-assisted construction contract shall apply the minority and female goals established for the geographic area where the contract is being performed. Goals are published periodically in the Federal Register in notice form and such notices may be obtained from any Office of Federal Contract Compliance Programs office or from Federal procurement contracting officers. The Contractor is expected to make substantially uniform progress in meeting its goals in each craft during the period specified.

(7) 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.

(8) In order for the nonworking training hours of apprentices and trainees to be counted in meeting 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.

(9) 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 extensively 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 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 organization’s 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 to the Contractor by the union, or if referred, not employed by the Contractor, this shall be documented in the file with the reason therefore, along with whatever additional actions the Contractor may have taken.

(d) Provide immediate written notification to the Director when the 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 apprenticeship, trainee and other 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 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 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 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 CFR60-3.

(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 supervisor’s adherence to and performance under the Contractor’s EEO policies and affirmative action obligations.

(10) Contractors are encouraged to participate in voluntary associations which assist in fulfilling one or more of their affirmative action obligations (9) (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 (9) (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 shall not be a defense for the Contractor’s noncompliance.

(11) 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).

(12) 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.
(13) The Contractor shall not enter into any Subcontract with any person or firm debarred from Government contracts pursuant to Executive Order 11246.

(14) 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.

(15) 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 requirement of the Executive Order, the implementing regulations, or these specifications, the Director shall proceed in accordance with 41 CFR 60-4.8.

(16) 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 where assigned, social security number, race, sex, status (e.g., mechanic, apprentice trainee, helper, or laborer), dates of changes in status; hours worked per week in the indicated trade, rate of pay, and location at which the work 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.

(17) 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).

As provided in F.S. 287.133 by entering into this contract or performing any work in furtherance hereof, the contractor certifies that it, its affiliates, suppliers, subcontractors and consultants who will perform hereunder, have not been placed on the convicted vendor list maintained by the State of Florida Department of Management Services within the 36 months immediately preceding the date hereof. This notice is required by F.S. 287.133 (3)(a)."
SECTION 109 DEPARTMENT OF ECONOMIC SUSTAINABILITY ACT OF 1974

The Nondiscrimination Clause of the Housing and Community Development Act of 1974 applies to all sections of Title 1 of the Act.

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

The contractor certifies that the above Section 109 statement forms part of the contract and is in compliance with Section 570.601 of the Community Development Block Grant Regulations.

* * * * * * *

AGE DISCRIMINATION ACT OF 1975

To the extent required by law, the Contractor shall comply with the requirements of the Age Discrimination Act of 1975 (P.L. 94-135), as amended, which provides that no person in the United States shall, on the basis of age, be excluded from the participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance.

* * * * * * *

CIVIL RIGHTS ACT OF 1964

To the extent applicable to this agreement, the contractor will comply with, and agrees to include this provision in every subcontract:

Title VI of the Civil Rights Act of 1964 (P. L. 88-352), and the regulations issued pursuant thereto (24 CFR Part 1), which provides that no person in the United States shall on the grounds of race, color or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity for which the applicant receives Federal financial assistance and will immediately take any measures necessary to effectuate this assurance. If any real property or structure thereon is provided or improved with the aid of Federal financial assistance extended to the applicant, this assurance shall obligate the applicant, or in the case of any transfer of such property, any transferee, for the period during which the real property or structure is used for a purpose for which the Federal financial assistance is extended, or for another purpose involving the provision of similar services or benefits.

* * * * * * *
(1) The Contractor will not discriminate against any employee or applicant for employment because of physical or mental handicap in regard to any position for which the employee or applicant for employment is qualified. The Contractor agrees to take affirmative action to employ, advance in employment and otherwise treat qualified handicapped individuals without discrimination based upon their physical or mental handicap in all employment practices such as the following: employment, upgrading, demotion or transfer, recruitment, advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship.

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

(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.

(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, provided by or through the contracting officer. Such notices shall state the Contractor’s obligation under the law to take affirmative action to employ and advance in employment qualified handicapped employees and applicants for employment, and the rights of applicants and employees.

(5) The Contractor will notify each labor union or representative of workers with which it has a collective bargaining agreement or their 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 physically and mentally handicapped individuals.

(6) The Contractor will include the provisions of this clause in every subcontract or purchase order of $2,500 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.

* * * * * * *

**UTILIZATION OF MINORITY AND WOMEN FIRMS (M/WBE)**

The contractor shall take all necessary affirmative steps to assure that M/WBE firms are utilized when possible as suppliers and/or subcontractors, as applicable. Prior to contract award, the contractor shall document efforts to utilize M/WBE firms, including identifying what firms were solicited as suppliers and/or subcontractors, as applicable. Information regarding certified MIWBE firms can be obtained from:

* Florida Department of Management Services, Office of Supplier Diversity
* Florida Department of Transportation (construction services, particularly highway)
* Minority Business Development Center in most major cities
* Local government MNIBE programs in many large counties and cities

A firm recognized as an MNIBE by any of the above agencies is acceptable for the CDBG program.
SECTION 3 CLAUSE

A. 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. 170Ju (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/ow-and very low-income persons, particularly persons who are recipients of HUD assistance for housing.

8. The parties to this contract agree to comply with HUD’s requirements in 24 CFR Part 135, which implement Section 3. As evidenced by their execution of this contract, the parties to this contract certify that they are under no contractual or other impediment that would prevent them from complying with the Part 135 regulations.

C. 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 commitment 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 minimum number and job titles subject to hire, availability of apprenticeship and training positions, the qualifications for each; and the name and location of the person(s) taking applications for each of the positions; and the anticipated date the work shall begin.

D. The contractor agrees to include this Section 3 clause in every subcontract subject to compliance with regulations in 24 CFR Part 135, 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 135. 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 135.

E. The contractor will certify that any vacant employment positions, including training positions, that are filled (1) after the contractor is selected but before the contract is executed, and (2) with persons other than those to whom the regulations of 24 CFR Part 135 require employment opportunities to be directed, were not filled to circumvent the contractor’s obligations under 24 CFR Part 135.

F. Noncompliance with HUD’s regulations in 24 CFR Part 135 may result in sanctions, termination of this contract for default, and debarment or suspension from future HUD assisted contracts.

G. With respect to work performed in connection with Section 3 covered Indian housing assistance, Section 7(b) of the Indian Self-Determination and Education Assistance Act (25 U.S.C. 450e) also applies to the work to be performed under this contract. Section 7(b) requires that to the greatest extent feasible (i) preference and opportunities for training and employment shall be given to Indians, and (ii) preference in the award of contracts and subcontracts shall be given to Indian organizations and Indian-owned Economic Enterprises. Parties to this contract that are subject to the provisions of Section 3 and Section 7(b) agree to comply with Section 3 to the maximum extent feasible, but not in derogation of compliance with Section 7(b).

COMPLIANCE WITH CLEAN AIR AND WATER ACTS

In compliance with the Clean Air Act, as amended, 42 U.S.C. 1857(R) et. Seq., Section 508 of Clean Water Pollution Control Act, as amended 33 U.S.C. 1368 and Executive Order 11738. 1251 et. Seq., and the regulations of the Environmental Protection Agency with respect thereto, the appropriate parts of 40 CFR as amended from time to time. Contractor agrees that:

(1) No facility to be utilized in the performance of this Contract or any subcontract shall not be a facility listed on the EPA list of Violating Facilities pursuant to 40 CFR 15.20.

(2) He will comply with all requirements of Section 114 of the Clean Air Act, as amended, (42 USC 1857 c-8) and Section 308 of the Federal Water Pollution Control Act, as amended, (33 USC 1368 relating to inspection, monitoring, entry, reports, and information, as well as all other requirements specified in said Section 114 and Section 308. And all regulations and guidelines issued there under.

(3) He will promptly notify the Owner of any notification received from the Director, Office of Federal Activities, EPA,
indicating that a facility utilized or to be utilized for the contract is under consideration to be listed on the EPA List of Violating Facilities.

(4) He will comply with mandatory standards and policies relating to energy efficiency which are contained in the State energy conservation plan issued in compliance with the Energy Policy and Conservation Act (P.L. 49-163).

(4) He will include or cause to be included the provisions of paragraph (1) through (5) of this section in every nonexempt subcontract and that he will take such action as the Government may direct as a means of enforcing such provisions.

**PUBLIC ENTITY CRIMES**

As provided in F.S. 287.133 by entering into this contract or performing any work in furtherance hereof, the contractor certifies that it, its affiliates, suppliers, subcontractors and consultants who will perform hereunder, have not been placed on the convicted vendor list maintained by the State of Florida Department of Management Services within the 36 months immediately preceding the date hereof. This notice is required by F.S. 287.133 (3)(a).”

**CONFLICT OF INTEREST OF OFFICERS OR EMPLOYEES OF THE LOCAL JURISDICTION, MEMBERS OF THE LOCAL GOVERNING BODY, OR OTHER PUBLIC OFFICIALS**

No officer or employee of the local jurisdiction or its designees or agents, no member of the governing body, and no other public official of the locality who exercises any function or responsibility with respect to this contract, during his/her tenure or for one year thereafter, shall have any interest, direct or indirect, in any contract or subcontract, or the proceeds thereof, for work to be performed. Further, the Contractor shall cause to be incorporated in all subcontracts the language set forth in this paragraph prohibiting conflict of interest.

******* *******
ACCESS TO RECORDS

The local government, the Florida Department of Community Affairs, the U.S. Department of Housing and Urban Development, the Comptroller General of the United States, and any of their duly authorized representatives, shall have access 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.

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RETENTION OF RECORDS

The contractor shall retain all records relating to this contract for six (6) years after the local government makes final payment and all other pending matters are closed.

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REMEDIES

Unless otherwise provided in this contract, all claims, counter-claims, disputes and other matters in question between the local government and the contractor, arising out of or relating to this contract, or the breach of it, will be decided by arbitration, if the parties mutually agree, or in a Florida court of competent jurisdiction.

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WORK ON NIGHTS, WEEKENDS, AND HOLIDAYS

Neither the prime contractor nor any subcontractor shall be allowed to perform one hundred percent (100%) of their work on this project on nights, weekends, or Palm Beach County recognized holidays. The prime contractor and all subcontractors shall, at a minimum, perform work on this project for the duration of one regular working day. The prime contractor may request a waiver to the above requirement should the nature of the project so necessitate.
TERMINATION FOR CAUSE AND/OR CONVENIENCE

A. This contract may be terminated in whole or in part in writing by either party in the event of substantial failure by the other party to fulfill its obligations under this contract through no fault of the terminating party, provided that no termination may be effected unless the other party is given:

(1) not less than ten (10) calendar days written notice (delivered by certified mail, return receipt requested) of intent to terminate; and

(2) an opportunity for consultation with the terminating party prior to termination.

B. This contract may be terminated in whole or in part in writing by the local government for its convenience, provided that the other party is afforded the same notice and consultation opportunity specified in (A) above.

C. If termination for default is effected by the local government, an equitable adjustment in the price for this contract shall be made, but:

(1) no amount shall be allowed for anticipated profit on unperformed services or other work, and

(2) any payment due to the contractor at the time of termination may be adjusted to cover any additional costs to the local government because of the contractor’s default.

If termination for convenience is effected by the local government, the equitable adjustment shall include a reasonable profit for services or other work performed for which profit has not already been included in an invoice. For any termination, the equitable adjustment shall provide for payment to the contractor for services rendered and expenses incurred prior to receipt of the notice of intent to terminate, in addition to termination settlement costs reasonably incurred by the contractor relating to commitments (e.g., suppliers, subcontractors) which had become firm prior to receipt of the notice of intent to terminate.

D. Upon receipt of a termination action under paragraphs (A) or (B) above, the contractor shall:

(1) promptly discontinue all affected work (unless the notice directs otherwise) and

(2) deliver or otherwise make available to the local government all data, drawings, reports, specifications, summaries and other such information, as may have been accumulated by the contractor in performing this contract, whether completed or in process.

E. Upon termination, the local government may take over the work and may award another party a contract to complete the work described in this contract.

F. If, after termination for failure of the contractor to fulfill contractual obligations, it is determined that the contractor had not failed to fulfill contractual obligations, the termination shall be deemed to have been for the convenience of the local government. In such event, adjustment of the contract price shall be made as provided in paragraph (C) above.
The following requirements are applicable to this project as it relates to bid guarantees, performance bonds and payment bonds for construction contracts exceeding $100,000. Refer to the bid specifications for the applicability of these requirements to projects with contracts valued at $100,000, or less.

1. **BID GUARANTEE**
   Each bid shall be accompanied by a "bid guarantee" in the amount of five percent (5%) of the total bid. The "bid guarantee" shall consist of a firm commitment such as a bid bond, certified check, or other negotiable instrument accompanying a bid as assurance that the bidder will upon acceptance of his bid, execute such contractual documents as may be required within the time specified. Said check or bond shall be made payable to the entity soliciting the bid as the owner of the project, and shall be given as a guarantee that the bidder, upon receipt of the notice of intent to award the contract, will enter into a contract with the owner, and will furnish the necessary documents including, but not limited to: insurance certificates, Payment Bond and Performance Bond as required herein. In case of refusal or failure to enter into said contract, the check or bid bond, as the case may be, shall be forfeited to the owner. All bonds shall be executed by a corporate surety company of recognized standing, authorized to do business in the State of Florida.

2. **BONDS**
   When the successful bidder delivers the executed contract to the owner, it must be accompanied by a Performance Bond and a Payment Bond, each in the amount of one hundred percent (100%) of the contract price, executed by a corporate surety company of recognized standing, authorized to do business in the State of Florida, as security for the faithful performance and payment of all contractor's obligations under the contract, and the bidder shall state in the bid proposal the name, address, telephone number and full name of the authorized agent of the surety or sureties who will sign these bonds in the event the contract is awarded to the bidder. The surety company shall hold certificates of authority as acceptable sureties pursuant to 31 CFR part 223, "Surety Companies Doing Business with the United States". Please note that provision of a Public Construction Bond, in lieu of a performance bond and payment bond, does not meet these requirements.
LEAD-BASED PAINT POISONING PREVENTION ACT

References:
- 24 CFR Part 570
- 24 CFR Part 35
- Lead-Based Paint Poisoning Prevention Act, as amended
- Residential Lead-Based Paint Hazard Reduction Act of 1992
- 40 CFR Part 745

The aforementioned Acts and the referenced regulations prohibit the use of lead-based paint in housing receiving Federal assistance, and in child occupied facilities.

In addition, these regulations require elimination of lead-based paint hazards in housing constructed prior to 1978 which receives Federal assistance.

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ENVIRONMENTAL COMPLIANCE

If this contract exceeds $100,000, the contractor shall comply with all applicable standards, orders, or requirements issued under section 306 of the Clean Air Act (42 U.S.C. 1857(h), section 508 of the Clean Water Act (33 U.S.C. 1368), Executive Order 11738, and U.S. Environmental Protection Agency regulations (40 C.F.R. Part 15). The contractor shall include this clause in any subcontracts over $100,000.

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ENERGY EFFICIENCY

The contractor shall comply with 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 (Public Law 94-163).

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The contractor shall, for each federally funded project, supply a standard display of posters at the job site as follows:

One (1) 24” x 36” display surface with clear acrylic cover sheet for all-weather protection and easy visibility of posters on the job site.

Said panel shall be mounted on a substantial post of steel, aluminum, or wood, with the bottom edge of the panel at 48” from ground level. Exceptions to this mounting system may be approved by Palm Beach County DEPARTMENT OF ECONOMIC SUSTAINABILITY.

Cost of poster mounting boards and posts are to be paid by the contractor.

Posters for display will be provided by Palm Beach County DEPARTMENT OF ECONOMIC SUSTAINABILITY at the pre-construction conference and shall be in a prominent location for the ease of exposure to all employees.

Display board and required posters must be maintained in a legible condition through the entire project duration. Failure to provide the above could result in suspension of contract payments until violation(s) are corrected as directed by Palm Beach County DEPARTMENT OF ECONOMIC SUSTAINABILITY.

Davis Bacon

Applicability

The Project or Program to which the construction work covered by this contract pertains is being assisted by the United States of America and the following Federal Labor Standards Provisions are included in this Contract pursuant to the provisions applicable to such Federal assistance.

A. 1: (i) Minimum Wages. All laborers and mechanics employed or working upon the site of the work 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 CFR 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 29 CFR 5.5(a)(1)(iv); 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 CFR 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 classification and wage rates conformned under 29 CFR 5.5(a)(1)(ii) and the Davis-Bacon poster (WH-1321) shall be posted at all times by the contractor and its subcontractors at the site of the work in a prominent and accessible, place where it can be easily seen by the workers.

(ii) (a) Any class of laborers or mechanics 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. HUD shall approve an additional classification and wage rate and fringe benefits therefor 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.

(b) If the contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and HUD or its designee 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 HUD or its designee to the Administrator of the Wage and Hour Division, Employment Standards Administration, U. S. Department of Labor, Washington, D. C. 20210. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise HUD or its designee or will notify HUD or its designee within the 30-day period that additional time is necessary. (Approved by the Office of Management and Budget under OMB control number 1215-0140.)

(c) In the event the contractor, the laborers or mechanics to be employed in the classification or their representatives, and HUD or its designee do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate). HUD or its designee shall refer the questions, including the view of all interested parties and the recommendation of HUD or its designee, to the Administrator for determination. The Administrator, or an authorized representative will issue a determination within 30 days of receipt and so advise HUD or its designee or will notify HUD or its designee within the 30 day period that additional time is necessary. (Approved by the Office of Management and Budget under OMB Control Number 1215-0140.)
(d) The wage rate (including fringe benefits where appropriate) determined pursuant to subparagraphs (1)(ii)(b) or (c) of this paragraph, shall be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.

(iii) 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 shall either pay the benefit as stated in the wage determination or shall pay another bona fide fringe benefit or an hourly cash equivalent thereof.

(iv) 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, 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. (Approved by the Office of Management and Budget under OMB Control Number 1215-0140.)

A.2: (i) Withholding. HUD or its designee 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 the contractor under this contract or any other Federal contract with the same prime contractor, or any other Federally-assisted contract subject to Davis-Bacon prevailing wage requirements, which is held by the same prime contractor so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees and helpers, employed by the contractor or any subcontractor the full amount of wages required by the contract. In the event of failure to pay any laborer or mechanic including any apprentice, trainee or helper, employed or working on the site of the work, all or part of the wages required by the contract, HUD or its designee may, after written notice to the contractor, sponsor, applicant or owner, 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. HUD or its designee may, after written notice to the contractor, disburse such amounts withheld for and on account of the contractor or subcontractor to the respective employee to whom, they are due. The Comptroller General shall make such disbursements in the case of direct Davis-Bacon Act contracts.

A.3: (j) Payrolls and basic records. Payrolls and basic records relating thereto shall be maintained by the contractor during the course of the work preserved for a period of three years thereafter for all laborers and mechanics working at the site of the work. Such records shall contain the name, address, and social security number of each such worker, his or her correct classification, 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 Section 1(b)(2)(8) of the Davis-Bacon Act), daily and weekly number of hours worked, deductions made and actual wages paid. Whenever the Secretary of Labor has found under 29 CFR 5.5 (a)(1)(iv) 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 Section 1(b)(2)(8) of the Davis-Bacon Act, the contractor shall 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 laborer or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits. Contractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs. (Approved by the Office of Management and Budget under OMB Control Number 1215-0140 and 1215-0017.)

(ii)(a) The contractor shall submit weekly for each week in which any contract work is performed a copy of all payrolls to HUD or its designee if the agency is a party to the contract, but if the agency is not such a party, the contractor will submit the payrolls to the applicant, sponsor, or owner, as the case may be, for transmission to HUD or its designee. The payrolls submitted shall set out accurately and completely all of the information required to be maintained under 29 CFR Part 5.5(a)(3)(1) except that full social security numbers and home addresses shall not be included on weekly transmittals. Instead the payrolls shall only need to include and individually identifying number for each employee (e.g., the last four digits of the employee’s social security number). The required weekly payroll information may be submitted in any form desired. Optional form WH-347 is available for this purpose from the Wage and Hour Division Site at http://www.dol.gov/esa/whd/forms/wh347instr.htm Or its successor site. The prime contractor is responsible for the submission of copies of payrolls by all subcontractors. Contractors and subcontractors shall maintain the full social security number and current address of each covered worker, and shall provide them upon.
request to HUD or its designee if the agency is a party to the contract, but if the agency is not such a party, the contractor will submit the payrolls to the applicant sponsor, or owner, as the case may be, for transmission to HUD or its designee, the contractor, or the Wage and Hour Division of the Department of Labor for purposes of an investigation or audit of compliance with prevailing wage.

(b) Each payroll submitted shall be accompanied by a "Statement of Compliance," signed by the contractor or subcontractor or his or her 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 maintained under 29 CFR Part 5.5(a)(3)(ii), the appropriate information is being maintained under 29 CFR 5.5(a)(3)(1), and that such information is 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 29 CFR 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 of work performed, as specified in the applicable wage determination incorporated into the contract.

(c) 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 paragraph A.3(ii)(b) of this section.

(d) The falsification of any of the above certifications may subject the contractor or subcontractor to civil or criminal prosecution under Section 1001 of Title 18 and Section 231 of Title 31 of the United States Code.

(iii) The contractor or subcontractor shall make the records required under paragraph A.3(i) of this section available for inspection, copying or transcription by authorized representatives of HUD or its designee or the Department of Labor, and shall permit such representatives to interview employees during working hours on the job. If the contractor or subcontractor fails to submit the required records or to make them available, HUD or its designee may, after written notice to the contractor, sponsor, applicant or owner, take such action as may be necessary to cause the suspension of any wage requirements. It is not a violation of this subparagraph for a prime contractor to require a subcontractor to provide addresses and social security numbers to the prime contractor for its own records, without weekly submissions to HUD or its designee.

(A.4) Apprentices and Trainees.

(i) Apprentices. Apprentices will be permitted to work at not less than the predetermined rate for the work they performed 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 and Training, Employer and Labor Services or with a State Apprenticeship Agency recognized by the Office, or if a person is employed in his or her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by the Office of Apprenticeship and Training, Employer and Labor Services or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice. The allowable ratio of apprentices to journeymen on the job site in any craft classification shall not be greater than the ratio permitted to contractor as to the entire work force under the registered program. Any worker listed on a payroll at an apprentice wage rate, who is not register or otherwise employed as stated above, shall 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 the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. Where a contractor is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman’s hourly rate) specified in the contractor’s or subcontractor’s registered program shall be observed. Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice’s level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Apprentices shall 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, fringes shall be paid in accordance with that determination. In the event the Office of Apprenticeship and Training, Employer and Labor Services or a State Apprenticeship Agency recognized by the Office, withdraws approval of an apprenticeship program, the contractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(ii) Trainees. Except as provided in 29 CFR 5.16, trainees will not be permitted to work at less than the

If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed on the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the corresponding journeyman wage rate on the wage determination which provides for less than full fringe benefits for apprentices. Any employee listed on the payroll at a trainee rate who is not registered and participating in a training plan approved by the Employment and Training Administration shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. In the event the Employment and Training Administration withdraws approval of a training program, the contractor will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work perform until an acceptable program is approved.

(iii) Equal employment opportunity. The utilization of apprentices, trainees and journeymen under 29 CFR Part 5 shall be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended and 29 CFR Part 30. A.5: Compliance with Copeland Act requirements. The contractor shall comply with the requirements of 29 CFR Part 3 which are incorporated by reference in this contract.

A.6: Subcontracts. The contractor or subcontractor will insert in any subcontracts the clauses contained in Subparagraphs 1 through 11 in this Paragraph A, and such other clauses as HUD or its designee may by appropriate instructions require and a copy of the applicable prevailing wage decision, and also

predetermined rate for the work performed unless they are employed pursuant to and individually registered in a program which has received prior approval, evidenced by formal certification by the U. S. Department of Labor, Employment and Training Administration. The ratio of trainees to journeymen on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration. Every trainee must be paid at not less than the rate specified in the approved program for the trainee's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program.

A clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all the contract clauses in this paragraph.

A.7: Contracts 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 subcontractor as provided in 29 CFR 5.12.

A.8: Compliance with Davis-Bacon and Related Act Requirements. All rulings and interpretations of the Davis-Bacon Acts contained in 29 CFR Parts 1, 3, and 5 are herein incorporated by reference in this contract.

A.9: Disputes concerning labor standards. Disputes arising out of the labor standards provisions of this contract shall not be subject to the general disputes clause of this 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 subcontractors) and HUD or its designee, the U.S. Department of Labor, or the employees or their representatives.

A.10: (i) Certification of Eligibility. By entering into this contract the contractor certifies that neither it (nor he or she) 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 Section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1) or to be awarded HUD contracts or participate in HUD programs pursuant to 24 CFR Part 24.

(ii) No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of Section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1) or to be awarded HUD contracts.
participate in HUD programs pursuant to 24 CFR Part 24.

(iii) The penalty for making false statements is prescribed in the U. S. Criminal Code, 18 U.S.C. 1001. Additionally, U.S.C., Section 1010, Title 18, U.S.C., "Federal Housing Administration transactions, provides in part "Whoever, for the purpose of ... influencing in any way the action of such Administration ...makes, utters or publishes any statement, knowing the same to be false...shall be fined not more than $5,000 or imprisoned not more than two years or both."

A.i1: Complaints, Proceedings, or Testimony by Employees.
No laborer or mechanic to whom the wage, salary, or other labor standards provisions of this Contract are applicable shall be discharged or in any other manner discriminated against by the Contractor or any subcontractor because such employee has filed any complaint or instituted or caused to be instituted any proceeding or has testified or is about to testify in any proceeding under or relating to the labor standards applicable under this Contract to his employer.

B. Contract Work Hours and Safety Standards Act
The provisions of this Paragraph B are applicable where the amount of prime contract exceeds $100,000. As used in this paragraph, the term "laborers" and "mechanics" include watchmen and guards.

(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.

(2) Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in subparagraph (1) of this paragraph, the contractor and any subcontractor responsible therefore shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in case of work done under contract for the District of Columbia or a territory, to such District or 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 subparagraph (1) of this paragraph, 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 40 hours without payment of the overtime wages required by the clause set forth in subparagraph (1) of this paragraph.

(3) Withholding for unpaid wages and liquidated damages. HUD or its designee shall, upon its own action or upon written request of 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 contract, 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 subparagraph (2) of this paragraph.

(4) Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraphs (1) through (4) of this paragraph 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 subparagraphs (1) through (4) of this paragraph.

C. Health and Safety
The provisions of this Paragraph C are applicable only 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 health and safety as determined under construction safety and health standards promulgated by the Secretary of Labor by regulation.
The Contractor shall comply with all regulations issued by the Secretary of Labor pursuant to Title 29 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 USC 3701 et seq.

GUIDANCE TO CONTRACTOR FOR COMPLIANCE WITH LABOR STANDARDS PROVISIONS

A. Contracts with Two Wage Decisions
If the contract includes two wage decisions, the contractor, and each subcontractor who works on the site, must submit either two separate payrolls (one for each wage decision) or one payroll which identifies each worker twice and the hours worked under each wage decision. One single payroll, reflecting each worker once, may be submitted provided the Contractor uses the higher rate in the wage decisions for each identical job classification. However, where a job classification is not listed in a wage decision and is needed for that portion of the work, the classification must be added to the wage decision. A worker may not be paid at the rate for a classification using the hourly rate for that same classification in another wage decision. After the additional classification is approved, the contractor may pay the higher of the two rates and submit one payroll, if desired.

B. Complying with Minimum Hourly Amounts
(1) The minimum hourly amount due to a worker in each classification is the total of the amounts in the "Rates" and "Fringe Benefits" (if any) columns of the applicable wage decision.

(2) The contractor may satisfy this minimum hourly amount by any combination of cash and bona fide fringe benefits, regardless of the individual amounts reflected in the "Rates" and "Fringe Benefits" columns.

(3) A contractor payment for a worker which is required by law is not a fringe benefit in meeting the minimum hourly amount due under the applicable wage decision. For example, contractor payments for FICA or unemployment insurance are not a fringe benefit; however, contractor payments for health insurance or retirement are a fringe benefit. Generally, a fringe benefit is bona fide if (a) it is available to most workers and (b) involves payments to a third party.

(4) The hourly value of the fringe benefit is calculated by dividing the contractor's annual cost (excluding any amount contributed by the worker) for the fringe benefit by 2080. Therefore, for workers with overtime, an additional payment may be required to meet the minimum hourly wages since generally fringe benefits have no value for any time worked over 40 hours weekly. (If a worker is paid more than the minimum rates required by the wage decision, this should not be a problem. As long as the total wages received by a worker for straight time equals the hours worked times the minimum hourly rate in the wage decision, the requirement of the Davis-Bacon and Related Acts has been satisfied.)

C. Overtime
For any project work over 40 hours weekly, a worker generally must be paid 150% of the actual hourly cash rate received, not the minimum required by the wage decision. (The Davis-Bacon and Related Acts only establishes minimum rates and does not address overtime; the Contract Work Hours Act contains the overtime requirement and uses "basic rate of pay" as the base for calculation, not the minimum rates established by the Davis-Bacon and Related Acts.)

D. Deductions
Workers who have deductions, not required by law, from their pay must authorize these deductions in writing. The authorization must identify the purpose of each deduction and the amount, which may be a specific dollar amount or a percentage. A copy of the authorization must be submitted with the first payroll containing the deduction. If deducted amounts increase, another authorization must be submitted. If deducted amounts decrease, no revision to the original authorization is needed. Court-ordered deductions, such as child support, may be identified by the responsible payroll person in a separate document. This document should identify the worker, the amount deducted and the purpose. A copy of the court order should be submitted.

E. Classifications Not Included in the Wage Decision
If a classification not in the wage decision is required, please advise the owner’s representative in writing and identify the job classification(s) required. Insome
instances, the State agency may allow the use of a similar classification in the wage decision.

Otherwise, the contractor and affected workers must agree on a minimum rate, which cannot be lower than the lowest rate for any trade in the wage decision. Laborers (including any subcategory of the laborer classification) and truck drivers are not considered a trade for this purpose. If the classification involves a power equipment operator, the minimum cannot be lower than the lowest rate for any power equipment operator in the wage decision. The owner will provide forms to document agreement on the minimum rate by the affected workers and contractor.

The U.S. Department of Labor (USDOL) must approve the proposed classification and rate. The contractor may pay the proposed rate until the USDOL makes a determination. Should the USDOL require a higher rate, the contractor must make wage restitution to the affected worker(s) for all hours worked under the proposed rate.

F. Supervisory Personnel
Foremen and other supervisory personnel who spend at least 80% of their time supervising workers are not covered by the Davis-Bacon and Related Acts. Therefore, a wage decision will not include such supervisory classifications and their wages are not subject to any minimums under the Davis-Bacon and Related Act or overtime payments under the Contract Work Hours and Safety Standards Act. However, foremen and other supervisory personnel who spend less than 80% of their time engaged in supervisory activities are considered workers/mechanics for the time spent engaged in manual labor and must be paid at least the minimum in the wage decision for the appropriate classification(s) based on the work performed.

G. Sole Proprietorships/Independent Contractors

Leased Workers
The nature of the relationship between a prime contractor and a worker does not affect the requirement to comply with the labor standards provisions of this contract. The applicability of the labor standards provisions is based on the nature of the work performed.

If the work performed is primarily manual in nature, the worker is subject to the labor standards provisions in this contract. For example, if John Smith is the owner of ABC Plumbing and performs all plumbing work himself, then Mr. Smith is subject to the labor standards provisions, including minimum wages and overtime. His status as "owner" is irrelevant for labor standards purposes.

If a worker meets the IRS standards for being an independent contractor, and is employed as such, this means that the worker must submit a separate payroll as a subcontractor rather than be included on some other payroll. The worker is still subject to the labor standards provisions in this contract, including minimum wages and overtime.

If a contractor or subcontractor leases its workers, they are subject to the labor standards provisions in this contract, including minimum wages and overtime. The leasing firm must submit payrolls and these payrolls must reflect information required to determine compliance with the labor standards provisions of this contract, including a classification for each worker based on the nature of the work performed, number of regular hours worked, and number of overtime hours worked.

H. Apprentices/Helpers
A worker may be classified as an apprentice only if participating in a federal or state program. Documentation of participation must be submitted. Generally, the apprentice program specifies that the apprentice will be compensated at a percentage of journeyman rate. For Davis-Bacon Act purposes, the hourly rate cannot be lower than the percentage of the hourly rate for the classification in the applicable wage decision.

If the worker does not participate in a federal or state apprentice program, then the worker must be classified according to duties performed. This procedure may require classification in the "trade" depending on tools used, or as a laborer if specialized tools of the trade are not used. The contractor may want to consult with the Wage and Hour Division of the U.S. Department of Labor located in most large cities regarding the appropriate classification.

Presently, no worker may be classified as a "helper". As with apprentices not participating in a formal apprentice program, the worker must be classified according to duties performed and tools used.
General Decision Number: FL170122 01/06/2017  FL122
Superseded General Decision Number: FL20160122
State: Florida
Construction Type: Residential
County: Palm Beach County in Florida.

RESIDENTIAL CONSTRUCTION PROJECTS (consisting of single family homes and apartments up to and including 4 stories).

Note: Under Executive Order (EO) 13658, an hourly minimum wage of $10.20 for calendar year 2017 applies to all contracts subject to the Davis-Bacon Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2015. If this contract is covered by the EO, the contractor must pay all workers in any classification listed on this wage determination at least $10.20 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract in calendar year 2017. The EO minimum wage rate will be adjusted annually. Additional information on contractor requirements and worker protections under the EO is available at www.dol.gov/whd/govcontracts.

Modification Number     Publication Date
0             01/06/2017
ELEC0728-002 03/01/2016

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ENGI0487-012 07/01/2013

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| OPERATOR: Crane
  All Tower Cranes (Must have 2 operators) Mobile, Rail, Climbers, Static-Mount; All Cranes with Boom Length 150 Feet & Over (With or without jib) Friction, Hydro, Electric or Otherwise; Cranes 150 Tons & Over (Must have 2 operators); Cranes with 3 Drums (When 3rd drum is rigged for work); Gantry & Overhead Cranes; Hydro Cranes Over 25 Tons but not more than 50 Tons (Without Oiler/Apprentice); Hydro/Friction Cranes without Oiler/Apprentices when Approved by Union; &
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<tr>
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* IRON0402-002 10/01/2015

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LAB01652-003 06/01/2013

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PAIN0452-008 08/01/2014

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SFL0821-003 07/01/2016

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SHEE0032-008 12/01/2013

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SUFL2009-118 06/08/2009

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HVAC MECHANIC (Installation of HVAC Unit Only, Excludes Installation of HVAC Pipe and Duct)............................$ 13.75 0.00
LABORER: Common or General......$  9.30 0.00
LABORER: Mason Tender - Brick...$ 11.51 0.00
LABORER: Mason Tender - Cement/Concrete.................$ 10.46 0.00
LABORER: Pipelayer..............$ 11.79 0.00
LABORER: Roof Tearoff...........$  9.00 0.00
LABORER: Landscape and Irrigation.......................$  9.15 0.00
OPERATOR: Asphalt Paver........$ 11.63 0.00
OPERATOR: Backhoe Loader Combo........................................$ 17.04 0.00
OPERATOR: Bulldozer..............$ 13.67 0.00
OPERATOR: Distributor...............$ 11.41 0.00
OPERATOR: Excavator..............$ 13.50 0.00
OPERATOR: Forklift.................$ 17.50 0.00
OPERATOR: Grader/Blade............$ 15.50 0.00
OPERATOR: Loader..................$ 16.48 0.00
OPERATOR: Roller....................$ 10.58 0.00
OPERATOR: Screed..................$ 10.93 0.00
OPERATOR: Trackhoe...............$ 15.68 0.00
OPERATOR: Tractor..................$ 10.20 0.00
PLUMBER..........................$ 25.00 1.17
ROOFER, Includes Built Up, Modified Bitumen, and Shake & Shingle Roofs (Excludes Metal Roofs)..........................$ 14.50 0.00
ROOFER: Metal Roof..............$ 16.99 0.00
TILE SETTER........................$ 16.65 0.00
TRUCK DRIVER, Includes Dump Truck..................................................$ 10.22 0.00
TRUCK DRIVER: Lowboy Truck......$ 12.10 0.00
================================================================
WELDERS - Receive rate prescribed for craft performing operation to which welding is incidental.
================================================================

Diverse Communities – Strong Economies
Note: Executive Order (EO) 13706, Establishing Paid Sick Leave for Federal Contractors applies to all contracts subject to the Davis-Bacon Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2017. If this contract is covered by the EO, the contractor must provide employees with 1 hour of paid sick leave for every 30 hours they work, up to 56 hours of paid sick leave each year. Employees must be permitted to use paid sick leave for their own illness, injury or other health-related needs, including preventive care; to assist a family member (or person who is like family to the employee) who is ill, injured, or has other health-related needs, including preventive care; or for reasons resulting from, or to assist a family member (or person who is like family to the employee) who is a victim of, domestic violence, sexual assault, or stalking. Additional information on contractor requirements and worker protections under the EO is available at www.dol.gov/whd/govcontracts.

Unlisted classifications needed for work not included within the scope of the classifications listed may be added after award only as provided in the labor standards contract clauses (29CFR 5.5 (a) (1) (ii)).

The body of each wage determination lists the classification and wage rates that have been found to be prevailing for the cited type(s) of construction in the area covered by the wage determination. The classifications are listed in alphabetical order of "identifiers" that indicate whether the particular rate is a union rate (current union negotiated rate for local), a survey rate (weighted average rate) or a union average rate (weighted union average rate).

Union Rate Identifiers

A four letter classification abbreviation identifier enclosed in dotted lines beginning with characters other than "SU" or "UAVG" denotes that the union classification and rate were prevailing for that classification in the survey. Example: PLUM0198-005 07/01/2014. PLUM is an abbreviation identifier of the union which prevailed in the survey for this classification, which in this example would be Plumbers. 0198 indicates the local union number or district council number where applicable, i.e., Plumbers Local 0198. The next number, 005 in the example, is an internal number used in processing the wage determination. 07/01/2014 is the effective date of the most current negotiated rate, which in this example is July 1, 2014.

Union prevailing wage rates are updated to reflect all rate changes in the collective bargaining agreement (CBA) governing this classification and rate.

Survey Rate Identifiers

Classifications listed under the "SU" identifier indicate that no one rate prevailed for this classification in the survey and the published rate is derived by computing a weighted average rate based on all the rates reported in the survey for that classification. As this weighted average rate includes all rates reported in the survey, it may include both union and non-union rates. Example: SULA2012-007 5/13/2014. SU indicates
the rates are survey rates based on a weighted average calculation of rates and are not majority rates. LA indicates the State of Louisiana. 2012 is the year of survey on which these classifications and rates are based. The next number, 007 in the example, is an internal number used in producing the wage determination. 5/13/2014 indicates the survey completion date for the classifications and rates under that identifier.

Survey wage rates are not updated and remain in effect until a new survey is conducted.

Union Average Rate Identifiers

Classification(s) listed under the UAVG identifier indicate that no single majority rate prevailed for those classifications; however, 100% of the data reported for the classifications was union data. EXAMPLE: UAVG-OH-0010 08/29/2014. UAVG indicates that the rate is a weighted union average rate. OH indicates the state. The next number, 0010 in the example, is an internal number used in producing the wage determination. 08/29/2014 indicates the survey completion date for the classifications and rates under that identifier.

A UAVG rate will be updated once a year, usually in January of each year, to reflect a weighted average of the current negotiated/CBA rate of the union locals from which the rate is based.

----------------------------------------

WAGE DETERMINATION APPEALS PROCESS

1.) Has there been an initial decision in the matter? This can be:

* an existing published wage determination
* a survey underlying a wage determination
* a Wage and Hour Division letter setting forth a position on a wage determination matter
* a conformance (additional classification and rate) ruling

On survey related matters, initial contact, including requests for summaries of surveys, should be with the Wage and Hour Regional Office for the area in which the survey was conducted because those Regional Offices have responsibility for the Davis-Bacon survey program. If the response from this initial contact is not satisfactory, then the process described in 2.) and 3.) should be followed.

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

Branch of Construction Wage Determinations
Wage and Hour Division
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210
2.) If the answer to the question in 1.) is yes, then an interested party (those affected by the action) can request review and reconsideration from the Wage and Hour Administrator (See 29 CFR Part 1.8 and 29 CFR Part 7). Write to:

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

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

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

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

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

================================================================
This quarterly report is intended to collect information on the number of jobs created and jobs retained in connection with all contracts funded, in part or in whole, with NSP2 funds including but not limited to the construction contract, all construction subcontracts, all consultant contracts, and all subconsultant contracts for this project. This covers all employees including but not limited to supervisory, professional, construction, and office employees who performed work in connection with this project.

Definitions:
- **Job type**: this may be a job title (for example: foreman, engineer), a broader labor category (for example: equipment operator), or the prime employer’s description of a job based on existing practices as long as the term used is widely understood and describes the general nature of the work.
- **Job created**: this is a new position that is created and filled, or an existing unfilled position that is filled, in connection with this project.
- **Job retained**: this is an existing position employed in connection with this project.

*Note: each job reported in connection with this project must either be reported as job created or a job retained, it cannot be reported as both.*

(Use additional sheets if needed.)

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SECTION 3 SUBRECIPIENT REQUIREMENTS

PURPOSE

The purpose of Section 3 of the Housing and Urban Development Act of 1968, as amended, is to ensure that employment and other economic opportunities generated through the use of federal funds (CDBG) shall, to the greatest extent feasible, and consistent with existing federal, state, and local laws and regulations, be directed to low-and very-low-income persons, particularly those who are recipients of government assistance for housing, and to business concerns which provide economic opportunities to low-and very-low-income persons.

APPLICABILITY/COVERED PROJECTS

Section 3 applies to training, employment, contracting, and other economic opportunities arising in connection with expenditure of CDBG funds. Covered projects that are funded in part or in whole with CDBG funds include contracts, subcontracts, and professional service agreements, awarded for:

1) Construction, reconstruction, conversion, or rehabilitation of housing (including reduction and abatement of lead-based paint hazards).
2) Public construction which includes buildings or improvements regardless of ownership.

The above includes management and administrative jobs including architectural, engineering or related professional services required to prepare plans, drawings, specifications, or work write-ups, and jobs directly related to administrative support of these activities, e.g. construction manager, relocation specialist, payroll clerk, etc.

Exclusions from the above are:

1) Contracts awarded under HUD’s procurement program which are governed by the Federal Acquisition Regulation System (48 CFR, Chapter 1).
2) Contracts for the purchase of supplies and materials. However, whenever a contract for materials (or equipment) includes the installation, the contract constitutes a Section 3 covered project, and is consequently not excluded.

DEFINITIONS

A. SUBRECIPIENT:

For the purposes of Section 3, a subrecipient is any entity which receives CDBG funds from Palm Beach County Department of Economic Sustainability (DES) for Section 3 covered projects including, but not limited to, any State, unit of local government, public housing authority, or other public body, public or private nonprofit organization, private agency or institution, developer, builder, property manager, and community housing development organization.
B. **SECTION 3:**

C. **SECTION 3 RESIDENT:**
Means:

1) A resident of public housing (24 CFR Part 963), or
2) A resident of Palm Beach County whose household income, by household size, is at or below 80% of the median income for Palm Beach County.

(Note: Information on income limits at 80% of median income for Palm Beach County, by household size, is available through DES and provided in the accompanying chart. As this information is periodically revised by HUD, subrecipients shall assure that they have current information for use on their projects).

D. **SECTION 3 BUSINESS CONCERN:**
Means any entity which contracts to perform work generated by the expenditure of CDBG funds, which is a business entity formed in accordance with state law, and which is licensed under state, county, or municipal law to engage in the type of business activity for which it was formed. A Section 3 Business Concern is further defined as a business concern:

1) that is 51% or more owned by Section 3 Residents, or
2) whose permanent full-time employees include persons, at least 30% of whom are currently Section 3 Residents, or who, within three years of the date of first employment with the business concern, were Section 3 Residents, or
3) that provides evidence of a commitment to subcontract in excess of 25% of the dollar award of all subcontracts to be awarded to business concerns that meet the qualifications set forth in the above two definitions.

E. **NEW HIRES:**
Means full-time employees for permanent, temporary or seasonal employment opportunities.

**SUBRECIPIENT OBLIGATIONS**

A. **DISCLOSURE OF APPLICABILITY:**
Subrecipients shall in every bid solicitation for every Section 3 covered project disclose to bidders the applicability of Section 3 to any such project and include the Section 3 clause shown below in its entirety in any such bid solicitation. Subrecipients may include further information on Section 3 in the bid solicitation documents, or indicate in such documents that Section 3 information is available at the Subrecipient offices for review by any bidder.

B. **SECTION 3 CLAUSE IN EVERY CONTRACT:**
Every contract awarded by Subrecipients for a Section 3 covered project shall include the following Section 3 clause in its entirety:
Section 3 Clause:

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.

2) The parties to this contract agree to comply with HUD's requirements in 24 CFR Part 135, which implement Section 3. As evidenced by their execution of this contract, the parties to this contract certify that they are under no contractual or other impediment that would prevent them from complying with the Part 135 regulations.

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 commitment 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 minimum number and job titles subject to hire, availability of apprenticeship and training positions, the qualifications for each; and the name and location of the person(s) taking applications for each of the positions; and the anticipated date the work shall begin.

4) The contractor agrees to include this Section 3 clause in every subcontract subject to compliance with regulations in 24 CFR Part 135, and agrees to take appropriate action, as provided in an applicable provision of the subcontract or in the Section 3 clause, upon a finding that the subcontractor is in violation of the regulations in 24 CFR Part 135. 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 135.

5) The contractor will certify that any vacant employment positions, including training positions, that are filled (1) after the contractor is selected but before the contract is executed and (2) with persons other than those to whom the regulations of 24 CFR Part 135 require employment opportunities to be directed, were not filled to circumvent the contractor's obligations under 24 CFR Part 135.

6) Noncompliance with HUD's regulations in 24 CFR Part 135 may result in sanctions, termination of this contract for default, and debarment or suspension from future HUD assisted contracts.

C. SUBRECIPIENT GOALS:

Subrecipients may demonstrate compliance with the "greatest extent feasible" requirement of Section 3 by meeting the numerical goals set forth for providing training, employment, and contracting opportunities to Section 3 Residents and Section Business Concerns. The numerical goals established below represent minimum numerical targets.

1) Training and Employment. Subrecipients and their contractors and subcontractors may demonstrate compliance with this requirement by committing to employ Section 3 Residents amounting to 30% of the aggregate number of new hires generated by Section 3 covered Projects.
2) Contracts. The numerical goals set forth below apply to contracts awarded in connection with all Section 3 covered activities. Subrecipients and their contractors and subcontractors may demonstrate compliance with the below requirements by committing to award to Section 3 Business Concerns:

- At least 10% of the total dollar amount of all Section 3 covered contracts for building trades work for maintenance, repair, modernization or development of public housing, or for building trades work arising in connection with housing rehabilitation, housing construction and other public construction; and
- At least 3% of the total dollar amount of all other Section 3 covered contracts.

In the absence of evidence to the contrary, a subrecipient that meets the minimum numerical goals set forth above will be considered to have complied with the Section 3 preference requirements. In evaluating compliance, a subrecipient that has not met the numerical goals set forth above has the burden of demonstrating why it was not feasible to meet these numerical goals. Such justification may include impediments encountered despite actions taken. A subrecipient may also indicate other economic opportunities, such as those listed below, which were provided in its efforts to comply with Section 3 and the requirements listed below.

D. SUBRECIPIENT RESPONSIBILITIES:

Each subrecipient has the responsibility to comply with Section 3 in its own operations, and ensure compliance in the operations of its contractors and subcontractors. This responsibility includes but may not be necessarily limited to:

1) Implementing procedures designed to notify Section 3 Residents about training and employment opportunities generated by Section 3 Business Concerns about contracting opportunities generated by Section 3 covered assistance;

2) Notifying potential contractors for Section 3 covered projects of the requirements of this part, and incorporating the Section 3 clause set forth above in all solicitations and contracts.

3) Facilitating the training and employment of Section 3 Residents and the award of contracts to Section 3 Business Concerns by undertaking activities such as described in the Appendix to this document, as appropriate, to reach the goals set forth above. Subrecipients, at their own discretion, may establish reasonable numerical goals for the training and employment of Section 3 Residents and contract award to Section 3 Business Concerns that exceed those specified above.

4) Assisting and actively cooperating with the Assistant Secretary of HUD in obtaining the compliance of contractors and subcontractors with the requirements of Section 3, and refraining from entering into any contract with any contractor where the recipient has notice or knowledge that the contractor has been found in violation of the regulations in 24 CFR Part 135.

5) Documenting actions taken to comply with the requirements set forth in this document, the results of actions taken, and impediments, if any.

E. PREFERENCE FOR SECTION 3 RESIDENTS:

Subrecipients, contractors and subcontractors shall direct their efforts to provide, to the greatest extent feasible, training and employment opportunities generated from the expenditure of Section 3 covered assistance to Section 3 Residents in the order of priority provided below.
Priority consideration shall be given, where feasible to:

1) Section 3 Residents residing in the service area or neighborhood in which the Section covered project is located (collectively referred to as category 1 residents); and
2) Participants in HUD Youthbuild programs (category 2 residents).
3) Where the Section 3 project is assisted under The Stewart B. McKenney Homeless Assistance Act (42 U.S.C. 11301 et seq.), homeless persons residing in the service area or neighborhood in which the Section 3 covered project is located shall be given the highest priority;
4) Other Section 3 Residents.

Subrecipients may at their own discretion, provide priority to recipients of government assistance for housing, including recipients of certificates or vouchers under the Section 8 housing assistance program, within the service area or neighborhood where the Section 3 covered project is located.

A Section 3 Resident seeking the preference in training and employment described above shall certify, or submit evidence to the recipient contractor or subcontractor, if requested, that the person is a Section 3 Resident, as defined above.

Nothing in the above shall be construed to require the employment of a Section 3 Resident who does not meet the qualifications of the position to be filled.

E. PREFERENCE FOR SECTION 3 BUSINESS CONCERNS:
Subrecipients, contractors and subcontractors shall direct their efforts to award Section 3 covered contracts, to the greatest extent feasible, to Section 3 Business Concerns in the order of priority provided below.

Priority consideration shall be given, when feasible, to:

1) Section 3 Business Concerns that provide economic opportunities for Section 3 Residents in the service area or neighborhood in which the Section 3 covered project is located (category 1 business); and
2) Applicants (as this term is defined in 42 U.S.C. 12899) selected to carry out HUD Youthbuild programs (category 2 businesses);
3) Other Section 3 Business Concerns.

A business concern seeking to qualify for a Section 3 contracting preference shall certify or submit evidence, if requested that the business concern is a Section 3 Business Concern as defined above. A Section 3 Business Concern seeking a contract or subcontract shall submit evidence to the Subrecipient, contractor, or subcontractor (as applicable), if requested, sufficient to demonstrate to the satisfaction of the party awarding the contract that the business concern is responsible and has the ability to perform successfully under the terms and conditions of the proposed contract. (The ability to perform successfully under the terms and conditions of the proposed contract is required of all contractors and subcontractors subject to the procurement standards of 24 CFR 85.36 (see 24 CFR 85.36(b)(8)).) This regulation requires consideration of, among other factors, the potential contractor’s record in complying with public policy requirements. Section 3 compliance is a matter properly considered as part of this determination.
PROVIDING OTHER ECONOMIC OPPORTUNITIES

In accordance with the findings of the Congress, as stated in Section 3, that other economic opportunities offer an effective means of empowering low-income persons, a subrecipient is encouraged to undertake efforts to provide to low-income persons economic opportunities other than training, employment, and contract awards in connection with Section 3 covered assistance.

1) Other economic opportunities to train and employ Section 3 Residents include, but need not be limited to, use of “upward mobility”, “bridge” and trainee positions to fill vacancies; Section 3 Residents in management and maintenance positions within other housing developments; and hiring Section 3 Residents in part-time positions.

2) A subrecipient or contractor may provide economic opportunities to establish, stabilize or expand Section 3 Business Concerns, including micro-enterprises. Such opportunities include, but are not limited to the formation of Section 3 joint ventures, financial support for affiliating with franchise development, use of labor only contracts for building trades, purchase of supplies and materials from housing authority resident-owned businesses, purchase of materials and supplies from PHA resident-owned businesses and use of procedures in 24 CFR part 963 regarding HA contracts to HA resident-owned businesses. A subrecipient contractor may employ these methods directly or may provide incentives to Non-Section 3 Businesses to utilize such methods to provide other economic opportunities to low-income persons.

A Section 3 joint venture means an association of business concerns, one of which qualifies as a Section 3 Business Concern, formed by written joint venture agreement to engage in and carry out a specific business venture for which purpose the business concerns combine their efforts, resources, and skills for joint profit, but not necessarily on a continuing or permanent basis for conducting business generally, and for which the Section 3 Business Concern:

1) Is responsible for a clearly defined portion of the work to be performed and holds management responsibilities in the joint venture; and

2) Performs at least 25 percent of the work and its contractually entitled to compensation proportionate to its work.

REPORTING REQUIREMENTS

Subrecipients shall submit the enclosed Section 3 Subrecipient Report for each contract or agreement funded in part or in whole through DES. Said report shall accompany the final reimbursement request submitted by the subrecipient for each such contract or agreement. Furthermore, for each covered project, the subrecipient shall also submit a letter with the report that is submitted for the final reimbursement request of the last contract or agreement being funded for the project through DES. The letter shall indicate what goals have been met by the subrecipient as required herein, and if not entirely met, the letter should demonstrate why it was not feasible to meet these goals, document actions taken to comply, the results of actions taken, and impediments, if any.
For example, a subrecipient is being funded for a certain project by DES. The project includes an agreement with a consultant for services and a construction contract with a contractor. The consultant's work is completed first. The subrecipient would submit the above mentioned report for the consultant's agreement with the consultant's final reimbursement request. Then, when the construction contract is completed, the subrecipient would submit the report for the construction contract with the stated letter.

**COMPLAINTS**

Complaints alleging noncompliance with Section 3 (24 CFR Part 135) may be filed with the Assistant Secretary of HUD, for Fair Housing and Equal Opportunity by any Section 3 Resident on behalf of himself or herself, or as a representative of persons similarly situated, seeking employment, training or other economic opportunities generated from Section 3 covered projects, or by a representative who is not a Section 3 Resident but who represents one or more Section 3 residents. Similarly complaints may be filed by any Section 3 Business Concern on behalf of itself, or as a representative of other Section 3 Business Concerns similarly situated, seeking contract opportunities generated from Section 3 covered projects, or by an individual representative of Section 3 Business Concerns. Where to file, time of filing, content of complaints, and other related matters are contained in the regulations et 24 CFR Part 135.

No subrecipient or other person shall intimidate, threaten, coerce, or discriminate against any person or business because the person or business has made a complaint, testified, assisted or participated in any manner in an investigation, proceeding, or hearing under the Section 3 regulations. The identity of complainants shall be kept confidential except to the extent necessary to carry out the purposes of the Section 3 regulations, including the conduct of any investigation, hearing or judicial proceeding arising thereunder. Nothing herein precludes a Section 3 Resident or Section 3 Business Concern from exercising the right, which may otherwise be available, to seek redress directly through judicial procedures.

**APPENDIX**

A. **EXAMPLES OF EFFORTS TO OFFER TRAINING AND EMPLOYMENT OPPORTUNITIES TO SECTION 3 RESIDENTS:**

1) Entering into "first sources" hiring agreements with organizations representing Section 3 Residents.
2) Sponsoring a HUD certified "Step-Up" employment and training program for Section 3 Residents.
3) Establishing training programs, which are consistent with the requirements of the Department of Labor, for public and Indian housing residents and other Section 3 Residents in the building trades.
4) Advertising the training and employment positions by distributing flyers (which identify the positions to be filled, the qualifications required, and where to obtain additional information about the application process) to every occupied dwelling unit in the housing development or developments where category 1 or category 2 persons (as these terms are defined in 135.34) reside.
5) Advertising the training and employment positions by posting flyers (which identify the position to be filled, the qualifications required, and where to obtain additional information about the application process) in the common areas or other prominent areas of the housing development or developments. For HAs, post such advertising in the housing development or developments where category 1 or category 2 persons reside; for all other subrecipients, post such advertising in the housing development or developments and transitional housing in the neighborhood or service area of the Section 3 covered project.

6) Contacting resident councils, resident management corporations, or other resident organizations, where they exist in the housing development or developments where category 1 or category 2 persons reside, and community organizations in HUD-assisted neighborhoods, to request the assistance of these organizations in notifying residents of the training and employment positions to be filled.

7) Sponsoring (scheduling, advertising, financing or providing in-kind services) a job informational meeting to be conducted by an HA or contractor representative or representatives at a location in the housing development or developments where category 1 or category 2 persons reside or in the neighborhood or service area of the Section 3 covered project.

8) Arranging assistance in conducting job interviews and the housing development or developments where category 1 or category 2 persons reside and in the neighborhood or service area in which a Section 3 project is located.

9) Arranging for a location in the housing development or developments where category 1 persons reside, or the neighborhood or service area of the project, where job applications may be delivered to and collected by a subrecipient or contractor representative or representatives.

10) Conducting job interviews at the housing development or developments where category 1 or category 2 persons reside, or at a location within the neighborhood or service area of the Section 3 covered project.

11) Contacting agencies administering HUD Youthbuild programs, and requesting their assistance in recruiting HUD Youthbuild program participants for the HA’s or contractor’s training and employment positions.

12) Consulting with State and local agencies administering training programs funded through TPA or JOBS, probation and parole agencies, unemployment compensation programs, community organizations and other officials or organizations to assist with recruiting Section 3 Residents for the HA’s or contractor’s training and employment positions.

13) Advertising the jobs to be filled through the local media, such as community television networks, newspapers of general circulation, and radio advertising.

14) Employing a job coordinator, or contracting with a business concern that is licensed in the field of job placement (preferably one of the Section 3 Business Concerns identified in part 135), that will undertake, on behalf of the HA, other subrecipients or contractor, the efforts to match eligible and qualified Section 3 Residents with the training and employment positions that the HA or contractor intends to fill.

15) For an HA, employing section residents directly on either a permanent or a temporary basis to perform work generated by Section 3 assistance. (This type of employment is referred to as “force account labor” in HUD’s Indian housing regulations. See 24 CFR 905.102, and 905.201(a)(6).)
16) Where there are more qualified section 3 residents than there are positions to be filled, maintaining a file of eligible qualified Section 3 Residents for future employment positions.

17) Undertaking job counseling, education and related programs in association with local educational institutions.

18) Undertaking such continued job training efforts as may be necessary to ensure the continued employment of Section 3 Residents previously hired for employment opportunities.

19) After selection of bidders but prior to execution of contracts, incorporating into the contract a negotiated provision for a specific number of public housing or other Section 3 Residents to be trained or employed on the Section 3 covered assistance.

20) Coordinating plans and implementation of economic development (e.g. job training and preparation, business development assistance for residents) with the planning for housing and community development.

B. EXAMPLES OF EFFORTS TO AWARD CONTRACTS TO SECTION 3 BUSINESS CONCERNS:

1) Utilizing procurement procedures for Section 3 Business Concerns similar to those provided in 24 CFR part 905 for business concerns owned by Native Americans.

2) In determining the responsibility of potential contractors, consider their record of Section 3 compliance as evidenced by past actions and their current plans for the pending contract.

3) Contracting business assistance agencies, minority contractors associations and community organizations to inform them of contracting opportunities and requesting their assistance in identifying Section 3 business which may solicit bids or proposals for contracts for work in connection with Section 3 covered assistance.

4) Advertising contracting opportunities by posting notices, which provide general information about the work to be contracted and where to obtain additional information in the common areas or other prominent areas of the housing development or developments owned and managed by the HA.

5) Providing written notice to all known Section 3 Business Concerns of the contracting opportunities. This notice should be in sufficient time to allow the Section 3 Business Concerns to respond to the bid invitations or request for proposals.

6) Following up with Section 3 Business Concerns that have expressed interest in the contracting opportunities by contacting them to provide additional information on the contracting opportunities.

7) Coordinating pre-bid meetings at which Section 3 Business Concerns could be informed of upcoming contracting and subcontracting opportunities.

8) Carrying out workshops on contracting procedures and specific contract opportunities in a timely manner so that Section 3 Business Concerns can take advantage of upcoming contracting opportunities, with such information being made available in languages other than English where appropriate.

9) Advising Section 3 business concerns as to where they may seek assistance in overcoming limitations such as inability to obtain bonding, lines of credit, financing, or insurance.

10) Arranging solicitations, times for the presentation of bids, quantities, specifications, and delivery schedules in ways to facilitate the participation of Section 3 Business Concerns.
11) Where appropriate, breaking out contract work items into economically feasible units to facilitate participation by Section 3 Business Concerns.

12) Contacting agencies administering HUD Youthbuild programs, and notifying these agencies of the contracting opportunities.

13) Advertising the contracting opportunities through trade association papers and newsletters, and through the local media, such as community television networks, newspapers of general circulation, and radio advertising.

14) Developing a list of eligible Section 3 Business Concerns.

15) Establishing or sponsoring programs designed to assist residents of public or Indian housing in the creation and development of resident-owned businesses.

16) Establishing numerical goals (number of awards and dollar amount of contracts) for award of contracts to Section 3 Business Concerns.

17) Supporting businesses which provide economic opportunities to low income persons by linking them to the support services available through the Small Business Administration (SBA), the Department of Commerce and comparable agencies at the State and local levels.

18) Encouraging financial institutions, in carrying out their responsibilities under the Community Reinvestment Act, to provide no or low interest loans for providing working capital and other financial business needs.

19) Actively supporting joint ventures with Section 3 Business Concerns.

20) Actively supporting the development or maintenance of business incubators which assist Section 3 Business Concerns.
### 80% AMI Income Chart

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