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City of Avon Park

BID PACKAGE

Glenwood and Crystal Lake Water Treatment Plant

Chlorine System and Control Panel Improvements

BID NO. 24-05

Federally Funded

Cut along border and affix this label to your sealed bid envelope to identify it as a "Sealed Bid". Be sure to include the name of the company submitting the bid where requested.

SEALED BID – DO NOT OPEN

SEALED BID NO: 24-05

BID TITLE: Glenwood and Crystal Lake Water Treatment
Chlorine System Plant Control Panel Improvements

DUE DATE/TIME:

SUBMITTED BY: _____
Name of Company

DELIVER TO: CITY CLERK
CITY OF AVON PARK
110 E MAIN STREET
AVON PARK, FL 33825

Please Note: From time to time, addenda may be issued to this bid. Any such addenda will be posted on the same Website, <http://avonpark.city>, from which you obtained this bid. Before submitting your bid/proposal you should check our Website to download any addenda that may have been issued. Please remember to sign and return addendum acknowledgement form with completed bid package if applicable.

SECTION 00100 INVITATION TO BID

March 2024

24-05

NOTICE IS HEREBY GIVEN that the City of Avon Park is accepting sealed bids for:

Glenwood and Crystal Lake Water Treatment Plant Chlorine System and Control Panel Improvements

At 2:00 P.M., EST on April 15, 2024, in the basement conference room at the City Hall, 110 E. Main St., Avon Park, Florida, bids will be opened and read aloud.

An original and **two (2) copies** of all bids, and one digital copy on a flash drive in .PDF format, including all executed documents and needed attachments, shall be placed in a sealed envelope, marked “24-05”: SEALED BIDS FOR “Glenwood and Crystal Lake Water Treatment Plant Chlorine System and Control Panel Improvements”, and delivered prior to the bid opening deadline, **2:00 P.M., EST on April 15, 2024**. Any responses received later than the bid opening will be returned to sender unopened.

Intent

The City of Avon Park is seeking proposals from qualified companies to provide and install new components, pumps, tanks, and modifications related to the chlorine system improvements at the treatment plants; as well as to demo individual components, provide and install new components and provide programming as part of the modifications required for the Glenwood and Crystal Lake Water Treatment Plant (WTP) existing Control Panel and the Variable Frequency Drives. The SYSTEMS INTEGRATOR shall be responsible for all modifications including all Programmable Logic Controller (PLC) programming and all Human Machine Interface (HMI) screens as required.

A **Mandatory** Pre-Bid Meeting will be held at the City of Avon Park, Public Works located at **2301 US 27 South, Avon Park, FL**, on Tuesday, at 2:30 P.M. **March 26th, 2024**. Questions pertaining to the construction documents must be addressed to Andy Mogle, Purchasing Agent, City of Avon Park, 110 E. Main Street, Avon Park, FL 33825, (amogle@avonpark.city)

Responding to the Invitation to Bid

The City of Avon Park shall be the sole judge of the bid and the resulting agreement that is in its best interest and its decision shall be final. All bidding and award procedures undertaken by the City in regard to this project shall be consistent with the City’s adopted procurement procedures.

All persons and firms wishing to submit a bid must obtain a complete copy of the Invitation to Bid on the City’s website, <http://avonpark.city>, Services: Bids, or by contacting Andy Mogle, Purchasing Agent, by email at (amogle@avonpark.city).

Faxed or e-mailed responses will not be accepted. Responses may be hand delivered, mailed, or delivered via courier service to the following address: City Clerk, City of Avon Park, 110 East Main Street, Avon Park, FL 33825.

PROJECT SPECIFICATIONS AND DRAWINGS: Available for review at the City of Avon Park Public Works office:

2301 US 27 South
Avon Park, FL 33825

Bids shall be prepared using the Project Specifications and Drawings. It is the Bidders responsibility to check the

website at <http://www.avonpark.city/services/bids.php> Or by contacting Andy Mogle(contact information above) prior to submitting a bid to ascertain if any addenda have been issued, to obtain all such addenda and acknowledge the addenda with the submitted bid. All questions shall be directed to Andy Mogle, and will be accepted for addenda until **April 5, 2024 at 4 PM** in order to provide sufficient time for City to respond appropriately to addenda. The failure of a Bidder to submit acknowledgement of any addenda that affects the bid price(s) may be considered an irregularity and may be cause for rejection of the bid. The Owner/Engineer is not responsible for delivery of addenda to prospective bidders.

All persons or firms must submit a W-9 and a current Public Entity Crimes Statement with their response.

Responses may be hand delivered, mailed, or delivered via courier service to the following address. Faxed or e-mailed responses will not be accepted.

DELIVERY/MAILING ADDRESS

CITY CLERK
CITY OF AVON PARK
110 E MAIN STREET
AVON PARK, FL 33825

General Information and Requirements

1. In accordance with Chapter 119, Florida Statutes, all bids received, and all materials contained therein, once opened are **public record**, and subject to disclosure to any person, organization, or firm, including other firms responding to this invitation to bid.
2. In accordance with section 287.133, Florida Statutes, a person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid or proposal on a contract to provide any goods or services to a public entity and may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in section 287.017- for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list.
3. The City reserves the right to accept or reject any or all bids, or part thereof, to waive any informalities or technicalities, or to award contracts in the best interest of the City. In all instances, the City's decision shall be final.
4. The City of Avon Park is exempt from taxes imposed by the State and Federal Government. Bids shall not include any taxes or fees.
5. The Contract(s) awarded under this Solicitation will be federally funded by the U.S. Department of Housing and Urban Development using Community Development Block Grant (CDBG) funds. For the best practices of the CDBG program, see Exhibit "H" for CDBG-MIT Agreement and CDBG Bid Contract Conditions including davis bacon wage rates.
6. Prospective firms must submit proposals strictly in accordance with the specifications outlined in the Invitation to Bid. Each variance, if any, to the specifications shall be specifically stated in the bid.
7. Prospective firms warrant by virtue of submission of bids that all prices, terms, and conditions stated shall be honored for a period of ninety (90) days after the opening of bids. **Any** changes at the time an order is placed shall result in automatic disqualification of the vendor.
8. The original bid shall be signed, in blue ink, by a corporate officer, partner, or proprietor.
9. The City reserves the right to reject any or all items if in its judgment the item does not meet the needs of the City, or for any reason it deems suitable.

10. Prospective firms are hereby warned not to contact any City employee or official on matters relating to this Invitation to Bid, except as indicated herein. Any attempt to do so, or engaging in lobbying or any other activity interfering with the evaluation process may result in immediate disqualification of the vendor from **any** City business.
11. The performance of the City of Avon Park and its obligation to pay under this contract is contingent upon annual appropriation by the City Commission of Avon Park.
12. Prospective firms quoting State of Florida contract pricing must provide the state contract number and date of expiration in their bids or proposals. Firms will be required to provide a copy of the entire contract prior to the placing of orders by the City.
13. Prospective firms hereby warrant by virtue of submission of bids that any and all terms, conditions, and requirements as stated in this document are valid, enforceable, and binding upon the selected vendor.

Specific Information and Requirements

1. Answers to questions submitted about this Invitation to Bid or the Project will be provided to all known prospective bidders.
2. The selected firm may not discriminate against any employee employed in the performance of services, or against any applicant for employment because of race, religion, color, handicap, national origin, age, gender, or marital status.
3. Bids shall include all information required in the Invitation to Bid. Bidders shall use City standard forms as included in the Invitation to Bid to submit all information, or shall follow the format dictated or include the information required herein where no form is provided. Bid documents shall be arranged in order as indicated on the Bid Contents Form.
4. The City will allow the use of **approved** subcontractors or third parties in performing work outlined in this Invitation to Bid.

Evaluation of Bids

The City of Avon Park shall be the sole judge of the bid and the resulting agreement that is in its best interest and its decision shall be final. All bidding and award procedures undertaken by the City in regard to this project shall be consistent with the City's adopted procurement procedures. The City reserves the right to seek clarification from prospective firms on any issue in a bid, or take any other action it feels necessary to properly evaluate the bids and construct a solution in the City's best interest.

SECTION 00110
BIDDER INSTRUCTIONS AND GENERAL INFORMATION

BIDDER INSTRUCTIONS: To ensure acceptance of this bid, follow these instructions.

BID DOCUMENTS MUST BE DELIVERED TO THE PUBLIC WORKS BUILDING PRIOR TO THE TIME AND DATE SPECIFIED. THERE WILL BE NO EXCEPTIONS.

1. **EXECUTION OF BID:** Bid must contain an original signature of an authorized representative in the space provided on the signature page. Bid must be typed or printed in blue ink. Erasable ink is not permitted. Corrections made by bidder to any bid entry must be initialed by the person who signs the bid.
2. **BID SECURITY:** Each Bid is to be accompanied by a Bid Security made payable to the Owner in an amount at least equal to five (5) percent of the Bidder's maximum Bid Price and in the form of a Certified Check or Bid Bond. Failure to furnish the required Bid Security will disqualify the Bid.
3. **NO BID:** Bidder not interested in submitting a bid should return a "no bid," with an indication of the reason for no bid and the interest in future bid solicitations.
4. **BID OPENING:** It is the responsibility of the bidder to assure that their bid is delivered at the proper time and place prior to the bid opening. All bid openings shall be public, at 2:00 p.m., on the date specified in the Notice to Bidders. Bids, which for any reason are not so delivered, will not be considered. **BID SUBMITTAL FORMS USING FACSIMILE OR E-MAIL WILL NOT BE ACCEPTED.**

NOTE: Bidders may call the Public Works Director only for bid results. The bid recap will be posted to the City of Avon Park website at <http://avonpark.city> within ten (10) working days after the bid opening date. The bid analysis will also be posted to the City's website as soon as possible after the bid opening date. Bid files may be examined during normal working hours by appointment.
5. **CITY AS GATEKEEPER OF DOCUMENTS:** This document is issued by City of Avon Park and as such shall be the sole distributor of all addenda and/or changes to these documents. It is the responsibility of the bidder to determine issuance of documents directly with Public Works. The City is not responsible for any solicitations issued through subscriber, publications, or other sources not connected with the City and the Bidder should not rely on such sources for information regarding the solicitation.
6. **TAXES:** Bidders are responsible for the payment of any applicable taxes that are connected to the purchase of any materials or subcontractors used in the execution of this bid.
7. **DISCOUNTS:** Bidders may offer a cash discount for prompt payment; however, such discounts shall NOT be considered in determining the lowest net cost for bid evaluation purposes. Bidders are encouraged to reflect cash discounts in the unit price quoted.
8. **MISTAKES:** Bidders are required to examine the specifications, delivery schedule, bid prices and all instructions pertaining to the requirements of this bid. Failure to do so will be at bidder's risk. In case of a mistake in extension of a unit price, the unit price will govern. Corrections made by bidder to any bid entry must be initialed by the person who signs the bid.
9. **INVOICING AND PAYMENT:** The successful bidder shall submit a properly certified invoice to the City at the prices bid. **An original invoice shall be submitted to the appropriate 110 E. Main St., Avon Park, Florida 33825** The vendor shall include the bid number and/or the purchase order number on all invoices. Invoices will be processed for payment when approved by the user division.
10. **CONFLICT OF INTEREST:** All bidders must disclose, with their bid, the name of any

City of Avon Park

officer, Director or agent who is also an employee of the City or any of their agencies. Furthermore, all Bidders must disclose the name of any City employee who owns, directly or indirectly, any interest of any amount in the bidder's firm or any of their branches. Award of this bid shall be subject to the provisions of Chapter 112, Florida Statutes.

11. **WARRANTY:** Unless otherwise specified, the bidder agrees that the services furnished under this bid shall be covered by the most favorable commercial warranty the bidder gives to any customer for comparable services, and that the rights and remedies provided herein are in addition to and do not limit any rights afforded to the City by any provision of this bid.
12. **ADDENDUM:** Any changes in the bid shall be made in the form of a written addendum by the Purchasing Agent or her representative. No other person shall be authorized to make changes verbally or in writing.
13. **LIABILITY:** The vendor shall hold and save the City, Its Officers, agents and employees harmless from liability of any kind in the performance of this bid and against claims by third parties resulting from the supplier's breach of contract or the supplier's negligence.
14. **PATENTS AND ROYALTIES:** The bidder, without exception, shall indemnify and save Harmless the City and its employees from liability of any nature or kind, including cost and Expenses for, or on account of, any copyrighted, patented or non-patented invention, process, or article manufactured and used in the performance of this bid. If the bidder uses any design, device or material covered by letters, patent or copyright, it is mutually agreed and understood without exception that the bid prices shall include all royalties or cost arising from the use of such design, device or material in any way involved in the work.
15. **BID PROTEST:** Any bidder desiring to file a bid protest, with respect to a recommended award of any bid, shall do so by filing a written protest. The written protest must be in the possession of the Public Works within 72 working hours of electronic posting of the bid award, unless only one bid was received.

FAILURE TO FOLLOW BID PROTEST PROCEDURE REQUIREMENTS WITHIN THE TIME FRAMES PRESCRIBED HEREIN AS ESTABLISHED BY THE CITY OF AVON PARK, FLORIDA, SHALL CONSTITUTE A WAIVER OF THE BIDDER'S RIGHT TO PROTECT AND ANY RESULTING CLAIM.
16. **SUMMARY OF TOTAL SALES:** At the end of each quarter, the successful vendor is required to furnish the Purchasing Division with a summary of sales, in total dollars, for the work performed as a result of this bid.
17. **PUBLIC ENTITY:** A person or affiliate who has been placed on the convicted vendor list Following a conviction for a public entity crime may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform public entity in excess of the threshold amount provided in Section 287.017, Florida Statutes, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list. When submitting this bid, the bidder hereby certifies that they complied with said statute.
18. **PREFERENCE FOR DRUG FREE WORKPLACE:** Whenever two or more bids, which are equal with respect to price, quality and service, are received, preference shall be given to a bid received from a business that certifies that it has implemented a drug free workplace program in accordance with Section 287.087, Florida Statutes. In order to receive preference, a signed certification of compliance must be submitted with the bid response.
19. **PRICES, TERMS AND PAYMENT:** Firm prices shall be bid and include all packing, handling, shipping charges and delivery to any point within the City. Discount time will be computed from the date of satisfactory delivery at place of acceptance. Prices bid shall be firm for forty-five (45) days.
20. **SAFETY STANDARDS:** Unless otherwise stipulated in the bid, all manufactured items and fabricated assemblies shall comply with applicable requirements of Occupational Safety and Health Act (OSHA) and carry evidence of Underwriters Laboratories' Listings (UL).
21. **PACKAGING:** All containers shall be suitable for storage or shipment, and all prices should include standard commercial packaging.
22. **MEETS SPECIFICATIONS:** It is understood and agreed that any item offered or shipped as a result of this bid shall be new (current model at the time of this bid) unless otherwise specified in the specifications. The bidder represents that all equipment offered under this specification should meet or exceed the minimum requirements specified. Bidder shall strictly adhere to delivery specifications.

23. **SILENCE OF SPECIFICATIONS:** The apparent silence of this specification and any Supplemental specifications to any details or the omission from same of any detailed description concerning any point shall be regarded as meaning that only the best commercial practices are to prevail and those only materials of first quality and correct type, size and design are to be used. All Workmanship is to be first quality. All interpretations of these specifications shall be made upon the basis of this statement.
24. **GOVERNMENTAL RESTRICTIONS:** In the event that any governmental restrictions may be imposed which would necessitate alteration of the material, quality, workmanship or performance of the items offered on this bid/proposal prior to delivery, it shall be the responsibility of the supplier to notify the Public Works at once. Their letter shall indicate the specific regulation, which required an alteration. The City reserves the right to accept any such alteration, including any price adjustments, or to cancel the contract at no expense to the City.
25. **TOXIC SUBSTANCE:** Notice of successful vendor (s) to provide to City toxic substances (As listed in Chapter 442, Appendix "G" of the FS) if applicable.
- a. Chapter 442 of the FS states that manufacturers, importers or distributors of any toxic Substance shall prepare and provide each direct purchaser of such toxic substance with Material Safety Data Sheet (s), herein referred to as MSDS, which to the best of manufacturer's, importer's or distributor's knowledge, is current, accurate and complete based on information then reasonably available to the manufacturer, importer or distributor. Upon notification of a new or revised MSDS the manufacturer, importer or distributor, on a timely basis not to exceed three (3) months after notification, shall provide the City with the revised information as it becomes available to the manufacturer, importer or distributor.
 - b. Failure to provide the MSDS, when applicable, shall be cause of rejection of bid.
26. **INSPECTION, ACCEPTANCE AND TITLE:** Inspection and acceptance will be at the designated facility unless otherwise indicated. Title and risk of loss or damage to all items shall be the responsibility of the contract supplier until accepted by the City, unless loss or damage results from negligence by the City.
27. **SAMPLES:** Samples of items, when called for, must be furnished free of expense and may, upon request be returned at the bidder's expense. Each individual sample must be labeled with bidder's name, manufacturer's brand name and number, bid number and item reference. Sample of successful bidder's items may remain on file with Purchasing for the term of the contract. Request for return of samples shall be accompanied by instructions, which include shipping authorization and name of carrier, and must be received within ninety (90) days after bid opening date. If instructions are not received within this time, the Purchasing Division shall dispose of the samples.

GENERAL INFORMATION

1. **DEFINITIONS:** The term “City” means the City of Avon Park, a political subdivision of the State of Florida, and it’s authorized designees, agents or employees.
2. **AWARD (S):** The award of this bid shall be based on **total low bid meeting specifications** and other criteria as specifically called out in this document. As the best interest of the City may require, the right be reserved to make award(s) by individual item, group of items or as indicated in the bid form; to reject all bids or waive any minor irregularities or technicalities in bids received. In determining the lowest responsive and responsible bidder, in addition to price, the following may be considered:
 - Vendor’s evaluation – quality of performance on previous projects.
 - The ability, capacity, equipment and skill of the bidder to fulfill the contract.
 - Whether or not the bidder can fulfill the contract within the time specified, without delay or interference.
 - The character, integrity, reputation, judgment, experience and efficiency of the bidder.
 - The previous and existing compliance by the bidder with laws and ordinances relating to the contract.
 - The sufficiency of the financial resources to fulfill the contract to provide the goods and/or services.
 - The quality, availability and adaptability of the suppliers or contractual services to the particular use required.
 - The ability of the bidder to provide future maintenance and service, as required or needed.
 - The number and scope of conditions attached to the bid.
3. **LOCAL PREFERENCE:** It is the policy of the City to afford local preference to City entities in the award of bids. Preference shall be administered in accordance with the following:
 - The contract shall be awarded with reasonable promptness by written notice to the qualified and responsive bidder who submits the lowest responsive bid after the city manager obtains the formal approval of the city commission for the bid award. This bid must be determined in writing to meet the requirements and criteria set forth in the invitation to bid. Preference shall be given to a local vendor when the bid is not more than two percent (2%) higher than the low bid where the total purchase price is greater than \$2,000,000.00.
Preference shall be given to a local vendor when the bid is not more than three percent (3%) higher than the low bid where the total purchase price is greater than or equal to \$1,000,000.00 but less than \$2,000,000.00.
Preference shall be given to a local vendor when the bid is not more than four percent (4%) higher than the low bid where the total purchase price is greater than or equal to \$250,000.00 but less than \$1,000,000.00.
Where the total purchase price is less than \$250,000.00 preference shall be given to a local Avon Park vendor when the bid is not more that seven percent (7%) higher than the low bid, OR to a local Highlands County vendor when the bid is not more than five percent (5%) higher than the low bid.
 - Local Vendor: Any person who, or place of business which, provides or proposes to provide a commodity or contractual service when such person or business has a principal place of business located within the City of Avon Park, or Highlands County.
 - If a contract is being funded in whole or in part by assistance of any federal, state or local agency, which disallows local preference, the City will adhere to those requirements by not applying this section.
4. **NON-CONFORMANCE TO BID CONDITIONS:** Services not delivered as per delivery date in bid and purchase order may result in bidder being found in default, in which event any and all

re-procurement costs may be charged against the defaulting vendor. This non-conformance to bid conditions may result in immediate cancellation of the purchase order.

• **ASSIGNMENT:** Any purchase order issued pursuant to this bid and the monies, which may become due herein, are not assignable, except with the prior written approval of the Purchase Director.

5. **DISPUTES:** In the event of any doubt or difference of opinion as to the methods provided herein, or the level of performance rendered, the decision of the user department/division director shall be final and binding on both parties.
6. **FACILITIES:** The City reserves the right to inspect the bidder's facilities at any time, with prior notice.
7. **PLACING OF ORDERS:** The award of this bid does not constitute an order. Before any services can be performed, the successful bidder must receive written or oral notification in accordance with the practices of the User Division.
8. **PRECEDENCE:** Any requirement set forth in any section of the bid documents shall be binding as if called for by all sections. If there is a difference in the terms anywhere in this document, the most restrictive shall prevail.
9. **ADDITIONS/REVISIONS/DELETIONS:** Additions, revisions or deletions to the general conditions, specifications or bid price sheets that change the intent of the bid will cause the bid to be non-responsive and the bid will not be considered. The Purchasing Agent shall be the sole Judge as to whether or not any addition, revision or deletion changes the intent of the bid.
10. The Purchasing Agent reserves the right to terminate or suspend the award of this bid, in whole or in part, when it is in the best interest of the City to do so. The Purchasing Agent will notify the Vendor, in writing, of any such action with notice of the effective date of termination or suspension. This notice shall also specify the state of the work at the time of termination or suspension.

If the User Division determines that the performance of the Vendor does not comply with the bid Requirements, the division may:

- a. Immediately suspend the work; and
 - b. Notify the vendor of the non-performance with a requirement that the deficiency be corrected within ten (10) days of notification.
11. **PRICE ADJUSTMENTS:** Any price decrease executed during the contract period, either by reason of market change or on the part of the contractor to other customers, shall be passed on to the City.
 12. **CANCELLATION:** All annual bid obligations shall prevail for at least one hundred eighty (180) Days after effective date of the bid, unless bid conditions are breached as specified herein, after that period, for the protection of both parties, either party may cancel this bid in whole or part by giving thirty (30) days prior notice in writing to the other party. The City reserves the right to cancel any bid after reasonable written notice to the successful bidder should the service not be in the best interest of the City. Should the service rendered for any bid cause or threaten endangerment to public safety or welfare, the Public Works may cancel the bid immediately.
 13. **PLANS AND SPECIFICATIONS:** The specifications and other bid documents upon which the prices in the Vendor's bid proposal are based on, are hereby made a part of the Invitation-to-Bid by reference hereto.
 14. **ANNUAL APPROPRIATIONS:** The vendor acknowledges that the City, during any fiscal year, shall not expend money, incur any liability, or enter into any agreement which, by its terms, involves the expenditure of money in excess of the amounts budgeted or the reduction of revenues for those budgeted agreements that may be available for expenditure during such fiscal year. Any agreement, verbal or written, made in violation of this subsection is null and void, and no money may be paid on such agreement. Nothing herein contained shall prevent the making of agreement for a period exceeding one year, but any agreement so made shall be executor only for the value of the services to be rendered or agreed to be paid for in succeeding fiscal years. Accordingly, the City's performance and obligation to pay under this agreement is contingent upon annual appropriation.

16. **PRICE INCREASES:** The Public Works reserves the right to increase/decrease prices after the bid has been in place for a minimum of 12-months, when it is in the best interest of the City. Increase/decrease will be determined by the appropriate price index.

17. **INSURANCE REQUIREMENTS:**

Unless otherwise stated in the specifications, the following insurance requirements must be met before delivery of goods or services.

Insurance.

a. The Contractor shall, at its sole cost and expense, procure and maintain throughout the term of this contract, Comprehensive General Liability and Worker's Compensation insurance, including Employer Liability insurance described below, or to the extent and in such amounts as required below and authorized by Florida law, and will provide endorsed certificates of insurance generated and executed by a licensed insurance broker, brokerage or similar licensed insurance professional evidencing such coverage, and naming the City as a named, additional insured, as well as furnishing the City with a certified copy, or copies, of said insurance policies. The policies shall waive any right of subrogation against the City or its insurer and acknowledge coverage for the indemnification provided herein. Certificates of insurance and certified copies of these insurance policies must accompany this signed contract. Said insurance coverages procured by the Contractor as required herein shall be considered, and the Contractor agrees that said insurance coverages it procures as required herein shall be considered, as primary insurance over and above any other insurance, or self-insurance, available to the City, and that any other insurance, or self-insurance available to the City shall be considered secondary to, or in excess of, the insurance coverage(s) procured by the Contractor as required herein.

Nothing herein shall be construed to extend the City's liability beyond that provided in section 768.28, Florida Statutes.

Such policy or policies shall be without any deductible amount and shall be issued by approved companies rated at not less than AM Best A+ and authorized to do business in the State of Florida, and having agents upon whom service of process may be made in Highlands County, Florida. Such policy or policies shall name the City and the other parties indemnified hereunder as additional insureds under the Commercial Liability Policy as well as on any Excess Liability Policy coverage.

b. Commercial Liability Insurance. A Commercial Liability Insurance Policy shall be provided which shall contain minimum limits of One Million Dollars (\$1,000,000.00) per occurrence combined single limit for bodily injury liability and property damage liability and shall contain minimum limits of Two Million Dollars (\$2,000,000.00) per aggregate. Coverage must be afforded on a form no more restrictive than the latest edition of the Commercial Liability Policy, without restrictive endorsements, and must include:

- Premises and/or operations.
- Subcontracted Contractors, if any.
- Broad Form Contractual Coverage applicable to this specific Contract, including any hold harmless and/or indemnification Contract.
- Personal Injury Coverage with Employee and Contractual Exclusions removed, with minimum limits of coverage equal to those required for Bodily Injury Liability and Property Damage Liability.

Business Automobile Liability. Business Automobile Liability shall be provided with minimum limits of Five Hundred Thousand Dollars (\$500,000.00) per occurrence, combined single limit for Bodily Injury Liability and Property Damage Liability. Coverage must be afforded on a form no more restrictive than the latest edition of the Business Automobile Liability policy, without restrictive endorsements, as filed by the Insurance Services Office, and must include:

- Owned Vehicles, if applicable.
- Hired and Non-Owned Vehicles, if applicable.
- Employers' Non-Ownership, if applicable.

Workers' Compensation Insurance. Workers' Compensation insurance to apply for all employees in compliance with Chapter 440, Florida Statutes, as may be amended from time to time, the "Workers' Compensation Law" of the State of Florida, and all applicable federal laws. In addition, the policy (ies) must include:

- Employers' Liability with a limit of Five Hundred Thousand Dollars (\$ 500,000.00) each accident.
- Professional Liability shall be provided with minimum limit of One Million Dollars (\$ 1,000,000) per occurrence and Two Million Dollars (\$ 2,000,000) per aggregate.

The Contractor shall furnish to the City Manager a Certificate of Insurance or endorsements evidencing the insurance coverage specified by this Article within fifteen (15) calendar days after notification of award of the Contract. The required Certificates of Insurance shall name the types of policies provided, refer specifically to this Contract, and state that such insurance is as required by this Contract. Contractor's failure to provide to the City the Certificates of Insurance or endorsements evidencing the insurance coverage within fifteen (15) calendar days shall provide the basis for the termination of the Contract.

Coverage is not to cease and is to remain in force (subject to cancellation notice) until all performance required of Contractor is completed. All policies must be endorsed to provide the City with at least thirty (30) days' notice of expiration, cancellation and/or restriction. If any of the insurance coverages will expire prior to the completion of the work, copies of renewal policies shall be furnished at least thirty (30) days prior to the date of their expiration.

If Contractor uses a sub-consultant, Contractor shall ensure that sub-consultant names CITY as an additional insured.

c. Status of Claim.

The Contractor shall be responsible for keeping the City currently advised as to the status of any claims made for damages against the Contractor resulting from services performed under this Contract. The Contractor shall send notice of claims related to work under this Contract to the City. Copies of the notices shall be sent by fax, hand delivery or regular mail to the addresses stated at the top of this Contract

**SECTION 00120
SPECIAL CONDITIONS**

- 1 Award of bids will be based on an overall low average of markups meeting specifications The City reserves the right to reject any or all bids and/or waive any minor irregularities in the bids received, whichever would be in the best interest of the City
- 2 **ANNUAL APPROPRIATIONS:** The vendor acknowledges that the City, during any fiscal year, shall not expend money, incur any liability, or enter into any agreement which, by its terms, involves the expenditure of money in excess of the amounts budgeted or the reduction of revenues for those budgeted agreements that may be available for expenditure during such fiscal year Any agreement, verbal or written, made in violation of this subsection is null and void, and no money may be paid on such agreement Nothing herein contained shall prevent the making of agreement for a period exceeding one year, but any agreement so made shall be executory only for the value of the services to be rendered or agreed to be paid for in succeeding fiscal years Accordingly, the City's performance and obligation to pay under this agreement is contingent upon annual appropriation
- 3 All prices bid shall remain unchanged during the period of performance, as specified herein, and as may be adjusted in accordance with General information, Item #16
- 4 **PERFORMANCE OF WORK:** The work required under this bid shall be performed by the entity submitting the bid
- 5 Any contract may be cancelled by either party without cause by giving sixty (60) days notice in writing This contract is subject to immediate cancellation by the City for poor service and delivery
- 6 **SEALED BIDS:** All bid submittals must be completed and submitted in a sealed parcel **BID SUBMITTAL SHALL INCLUDE ONE (1) ORIGINAL AND TWO (2) COPIES.)** The **Original** bid submittal(s) shall be submitted on the forms provided by the City All bids are subject to the conditions herein; failure to comply will subject bid to rejection
- 7 If it becomes necessary to revise or amend any part of this bid, an addendum will be issued and will be posted on the City's website at <http://avonpark.city> "Services, Bids" **It is the sole responsibility of the bidders to check the website to ensure that all available information has been received prior to submitting a bid.**
- 8 Bidders are advised that in the interests of waste reduction and maximizing the potential for recycling, they are asked to abide by the following in preparing their bids:
- Return only the required bid submittal pages
 - Avoid comb, velo binding, and plastic binders
 - Avoid plastic dividers and/or plastic tabs
 - Print and/or copy double-sided to the extent feasible
 - Use at least 30% post-consumer recycled content paper to the extent practicable
- 9 Vendors must possess either a City Local Business Tax Receipt (f/k/a Business License) or an Occupational License from any other government entity located within the state of Florida in order to do business with the City of Avon Park **A copy of such license must be submitted with your bid submittal.**

ALL RESPONDERS SHALL INCLUDE IN THEIR SUBMITTALS:

- 1 Official Bid Sheet
- 2 Copy of business license or tax receipt
- 3 Vendor's application, W-9 and Public Entity Crime Statement
- 4 Insurance Submittal Page, Signature Submittal Page

5. Non-Collusion Affidavit of Prime Bidder, Drug-free Workplace Form, Indemnification A brief
6. history of the firm. Information should include your organizational structure, and management location.
7. A description of the services specifically relating to the governmental sector, which the bidder is capable of providing.
8. A work plan and schedule including any planned interruptions.
9. A list of at least 5 references the City may contact in order to assist in the evaluation of past performance.
10. The firm name and contact person, address, telephone number, fax number and email address of the office from which the services are being provided.
11. Bid Bond
12. Alleged Negligence or Breach of Contract Disclosure Form Receipt of Addenda
13. Acknowledgement Form (if addenda posted)

SECTION 00300
BID FORM

1. The undersigned Bidder does hereby declare that he has carefully examined the Invitation to Bid, the Plans, and drawings and the Contract Documents and Specifications relating to the above entitled matter and the work, and has also examined the site.
2. The undersigned Bidder hereby declares that he has based his proposal on the conditions as they exist on site and has noted all items of work required of the project that is not illustrated on the plans.
3. The undersigned does hereby offer and agree to furnish all materials, to fully and faithfully construct, perform and execute all work in the above titled matter in accordance with the Plans, Drawings and Specifications relating thereto.
4. The undersigned does hereby declare that the prices so stated cover all expenses of every kind incidental to the completion of said work, and the contract therefore, including all claims that may arise through damages or any other causes whatsoever.
5. The undersigned does hereby declare and agree that he will accept the following lump sum prices for the various items of the work for additions to or deductions from the approximate quantities.
6. The undersigned does hereby declare that he shall make no claim on account of variation of the approximate estimate in the QUANTITIES or work to be done, nor on account of any misunderstanding or misconception of the nature of the work to be done or the grounds or place where it is to be done.
7. The undersigned does also declare and agree that he will commence the work within ten (10) days after notification by the ENGINEER to do so and will complete the work fully and in every respect on or before the time specified in said contract.
8. The undersigned agrees that this is a lump sum contract and that the lump sum bid includes all costs the Bidder may anticipate during the length of this project and the contract. Each Bidder shall include all extras the Bidder may determine necessary to provide the quantity and quality of work required by the Contract Documents
9. The undersigned agrees that this bid is based on substantially completing the project within two hundred and forty (240) calendar days from the date of Notice to Proceed. The Contractor further agrees to pay, as liquidated damages, the sum of one-hundred (\$100) dollars for each consecutive calendar day thereafter.
10. By submission of this bid, each bidder certifies, and in the case of a joint bid each party thereto certifies as to its own organization, that this bid has been arrived at independently, without consultation, communication or agreement as to any matter relating to this bid with any other bidder or with any competitor.

BID FORM		
ITEM	DESCRIPTION	TOTAL BID PRICE (\$)
1	Mobilization	
2	Demolition	
3	Painting	
4	Glendwood Piping, Fitting, Valves	
5	Crystal Lake Piping, Fitting, Valves	
6	Furnish and Install Blue Planet Triplex Pump Skid with Three Pumps	
	Installation of two 500+ Gallon Double Wall White UV Resin Containment Chlorine Tanks (Glendwood)	
8	Post Chlorine Injection (Glendwood)	
9	Post Chlorine Injection (Crystal Lake)	
10	Two Sodium Hypochlorite Metering Pumps for Crystal Lake	
11	Ultra Mag Flow Meter (Crystal Lake)	
12	60 Gallon Double Walled Storage Tank (Crystal Lake)	
13	Concrete Containment Area	
14	Glendwood Electrical and Instrumentation including VFDs	
15	Crystal Lake Electrical and Instrumentation	
16	Davis Bacon/Grant Compliance	
17	Miscellaneous not covered above	
18	Owner's Discretionary Allowance	\$ 10,000.00
TOTAL LUMP SUM BID PRICE (Inclusive of Owner's Allowance)		

Grand Total amounts are to be shown in both words and figures. In case of discrepancies, the amount in words will govern.

GRAND TOTAL LUMP SUM BID: \$ _____ (Including \$10,000 Owner's Allowance)

WORDS: _____

THIS PROPOSAL DATED THIS ____ day of _____, ____

ATTEST:

Witness

By: _____

Authorized Signature
(Principal)

Printed Name

Printed Name, Title

Company Name

Address:

Employee I.D. No.

Phone No. _____

END OF SECTION

SECTION 00310
SIGNATURE ACKNOWLEDGEMENT
(SUBMITTAL PAGE)

To The City of Avon Park, a Political Subdivision of the State of Florida

Date: _____

I certify that this bid is made without prior understanding, agreement or connection with any corporation, firm or person submitting a bid for the same construction, service or material and is in all respects fair and without collusion or fraud. I agree to abide by all conditions of this bid and certify that I have read and understand the bidding documents. I have completed and submitted all bid submittal forms, and I am authorized to sign this bid for the bidder. In submitting a bid to the City, the bidder offers and agrees that if the bid is accepted, the bidder will convey, sell, assign or transfer to the City all rights, titles and interests in and to all causes of action it may now or hereafter acquire under the Anti-Trust Laws of the United States and the State of Florida for price fixing relating to the particular commodities or services purchased or acquired by the City. At the City's discretion, such assignment shall be made and become effective at the time the City tenders final payment to the bidder.

VENDOR NAME

AUTHORIZED SIGNATURE (MANUAL)

MAILING ADDRESS

NAME (TYPED OR PRINTED)

CITY, STATE AND ZIP CODE

TITLE (TYPED OR PRINTED)

(AREA CODE) TELEPHONE NUMBER

TOLL FREE NUMBER

(AREA CODE) FAX NUMBER

E-MAIL ADDRESS

Any other Government Agency may use this bid. ☐ YES ☐ NO ☐ N/A

A City check will be accepted as method of payment. ☐ YES ☐ NO

NOTE: If Bidder checks "yes" above, Bidder agrees that the City will use a City check for the payment of any and all invoices submitted as a result of the performance of this bid.

SECTION 00320
NON-COLLUSIOIN AFFIDAVIT OF PRIME BIDDER
(SUBMITTAL PAGE)

State of _____

County of _____

_____, Being first
Duly sworn, deposes and says that:

1. he/she is _____ of _____, the
Bidder that has submitted the attached Bid;
2. he/she is fully informed respecting the preparation and contents of the attached Bid and of all pertinent
circumstances respecting such Bid;
3. Such Bid is genuine and is not a collusive or sham Bid;
4. Neither the said Bidders nor any of its officers, partners, owners, agents, representatives, employees
or parties in interest, including this affiliate 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 such Contract or has in any manner, directly or indirectly, sought by agreement or
collusion of communication or conference with any other Bidder, firm or person to fix the price or
prices in the attached bid of any other Bidder, or to fix any overhead, profit or cost element of the Bid
Price or the Bid Price of any other Bidder, or to secure through any collusion, conspiracy, connivance
or unlawful agreement any advantage against the City or any person interested in the proposed Contract;
and
5. The price or prices quoted in the attached Bids 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 affiliate.

Signed: _____

Title: _____

Subscribed and sworn to before me this _____ day of _____, 20 _____

(Title)

My Commission Expires: _____

SECTION 00400
DRUG-FREE WORKPLACE FORM
(SUBMITTAL PAGE)

The undersigned vendor in accordance with Florida Statute 287.087 hereby certifies

That _____ does:
(Name of Business)

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 employee 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 programs, 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 employee 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, plea of guilty or nolo contendere to, any violation of Chapter 1893 or of any controlled substance law of United States any state, for a violation occurring in the workplace no later than five (5) days after such Conviction.
18. 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.
19. 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

Date

SECTION 00500
PERFORMANCE AND PAYMENT BOND

The successful Bidder, simultaneously with the execution of the Agreement, shall furnish a Performance and

Payment Bond in an amount equal to 100 percent (100%) of the Contract Price. The Bond shall be secured from a Surety Company listed on the Treasury Department's most current list and acceptable to the Owner.

Performance and Payment Bonds may be submitted on a standard form used by the Bidder's Surety Company. The Owner reserves the right to accept or reject the style and content of the Performance Bond Form submitted by the Bidder.

Performance and Payment Bonds shall be submitted with the executed Agreement.

Attorneys-in-fact who sign BID BONDS or PAYMENT BONDS and PERFORMANCE BONDS must file with each BOND a certified and effective dated copy of their Power of Attorney.

END OF SECTION

SECTION 00600
AGREEMENT (DRAFT)

This Agreement made this ____ day of _____, ____ by and between The City of Avon Park hereinafter called "Owner", and _____ doing business as a corporation hereinafter call "Contractor", for the demo of individual components, provide and install new components and provide programming as part of the modifications required for the Glenwood and Crystal Lake Water Treatment Plant (WTP) chlorine system and control panel improvements, as described in the Construction Documents and Specification Manual provided by Kimley-Horn and Associates, Inc.

WITNESSETH: That for and in consideration of the payments and agreements hereinafter mentioned:

1. The Contractor will furnish all of the material, supplies, tools, equipment, labor and other services necessary for construction and completion of the work described in the Contract Documents and comply with the terms therein for the sum of \$ _____ as detailed in the Bid Schedule.
2. The Contractor will furnish a Performance and Payment Bond, in an amount equal to 100 percent (100%) of the Contract Price, and submit such Bond to the Owner within ten (10) calendar days from the date of the Notice of Award.
3. The Contractor will purchase and maintain such comprehensive general liability and other insurance such as required by the General and Supplementary Conditions and furnish Certificates of Insurance to the Owner within ten (10) calendar days from the date of the Notice of Award.
4. The Contractor will commence the work required by the Contract Documents within ten (10) calendar days after the date of the Notice to Proceed for the proposed work, and will achieve Substantial Completion (**operational**) within 240 calendar days for all work. The date of Final Completion will be 30 days following the date of Substantial Completion. Unless the period for Substantial Completion is extended otherwise by the Contract Documents, the Contractor will be assessed liquidated damages in the amount of \$100 per calendar day past the date of Substantial Completion. In addition, for Final Completion, the Contractor will be assessed liquidated damages in the amount of \$100 per calendar day past the date of Final Completion.
5. The Owner will pay to the Contractor in the manner and at such times as set forth in the General Conditions such amounts as required by the Contract Documents.
6. Progress payments will be made in an amount equal to 95% (ninety five percent) of the value of work completed, and may include 95% (ninety five percent) of the value of materials and equipment not incorporated into the work, but delivered and suitably stored, less, in each case, the aggregate of payments previously made.
7. The Contractor will provide the Owner with a list of all Sub-contractors and Suppliers used by the Contractor in performing the work covered by this Contract. The Contractor will be required to submit to the Owner appropriate partial Release of Lien from the appropriate Suppliers and Sub-contractors with each Application for Payment before payment is made by the Owner. Final payment will be paid to the Contractor when the Contractor and all Sub-contractors and Suppliers have provided the Owner with their final Release of Lien.
8. The term "Contract Documents" means and includes the following, all of which are made a part of this Agreement either by Exhibit or by the following reference:
 - A. Invitation For Bids (Exhibit "A" by reference only)
 - B. Bid (Attached hereto as Exhibit "B")
 - C. E-Verify Affidavit (Exhibit "C")
 - D. Scrutinized Companies Certificate (Exhibit "D")
 - E. Executed Bid Bond (Attached hereto as Exhibit "E")
 - F. This Agreement and Exhibits
 - G. Performance and Payment Bond (Attached hereto as Exhibit "F")

- H. Certificate of Insurance (Exhibit "G")
 - I. CDBG-MIT Agreement ("Exhibit "H") and CDBG Bid Contract Conditions
 - J. General Conditions
 - K. Special Provisions
 - L. Notice Of Award
 - M. Notice To Proceed
 - N. Change Order Form
 - O. Application For Payment Form
 - P. Certificate of Substantial Completion
 - Q. Release of Lien Forms
 - R. Drawings and Technical Specifications prepared by Kimley-Horn, New Power, and Tricon Engineering, Inc.
9. This Agreement shall be binding upon all parties hereto and their respective heirs, executors, administrators, successors, and assigns.
10. The Contractor agrees that all materials, techniques, methods and safety are exclusively the responsibility of the Contractor and not the Engineer or Owner.
11. Contractor agrees to immediately notify Owner if Contractor is adjudged as bankrupt or insolvent, or makes a general assignment for the benefit of its creditors, or if a trustee or receiver is appointed for the Contractor or for any of its property, or if Contractor files a petition or take advantage of any debtor's act, or to reorganize under the bankruptcy or applicable laws.
12. The Contractor shall indemnify and save harmless The City of Avon Park its officers, agents and employees from all suits, actions or claims of any character, name and description brought for, or on account of any injuries, deaths or damages received or sustained by any person, persons or property by or from the Contractor, his agents or employees, or by, or in consequence of, any neglect in safeguarding the work or through the use of unacceptable materials in the construction of the improvement, or by, or on account of, any act or omission, neglect, or misconduct of the Contractor, his agents or employees, or by, or on account of, any claims or amounts recovered for any infringement of patent, trademarks, or copyright or from any claims or amounts arising or recovered under the Workmen's Compensation Law or any other laws, by-laws, ordinances, order or other decree, and so much of the money due to Contractor under any virtue of his contract as shall be considered necessary to the Engineer, may be retained for use of the Owner, or in case of money is due, his Surety shall be held until such suit or lawsuits, action or actions, claim or claims, for injuries, deaths or damages, as aforesaid, shall have been settled and suitable evidence to that effect furnished to the Owner. The Contractor agrees to furnish insurance coverage in the type and amounts stipulated by the Specifications and Contract Documents. Nothing contained herein shall be construed as a waiver of the City's sovereign immunity. This indemnification clause shall survive the termination of this agreement. This indemnification is intended to comply with, and should be construed in conformance with, and should be construed in conformance with, Section 725.20 FS.
13. Public Records
- A.** Contractor shall comply with Florida Public Records law under Chapter 119, F.S. Records made or received in conjunction with this Agreement are public records under Florida law, as defined in Section 119.011(12), F.S. Contractor shall keep and maintain public records required to perform the services under this Agreement.
 - B.** This Agreement may be unilaterally canceled by the City for refusal by Contractor to either provide public records to the City upon request, or to allow inspection and copying of all public records made or received by the Contractor in conjunction with this Agreement and subject to disclosure under Chapter 119, F.S., and Section 24(a), Article I, Florida Constitution.
 - C.** If Contractor meets the definition of "contractor" found in Section 119.0701(1)(a), F.S.; [i.e., an

individual, partnership, corporation, or business entity that enters into a contract for services with a public agency and is acting on behalf of the public agency], then the following requirements apply:

- (1) Pursuant to Section 119.0701, F.S., a request to inspect or copy public records relating to this Agreement for services must be made directly to the City. If the City does not possess the requested records, the City shall immediately notify Contractor of the request, and Contractor must provide the records to the City or allow the records to be inspected or copied within a reasonable time. If Contractor fails to provide the public records to the City within a reasonable time, Contractor may be subject to penalties under s. 119.10, F.S.
- (2) Upon request from the City's custodian of public records, Contractor shall provide the City with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law.
- (3) Contractor shall identify and ensure that all public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the Agreement term and following completion of the Agreement if the Contractor does not transfer the records to the City.
- (4) Upon completion of the Agreement, Contractor shall transfer, at no cost to City, all public records in possession of Contractor or keep and maintain public records required by the City to perform the services under this Agreement. If the Contractor transfers all public records to the City upon completion of the Agreement, the Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public disclosure requirements. If the Contractor keeps and maintains public records upon completion of the Agreement, the Contractor shall meet all applicable requirements for retaining public records. All records that are stored electronically must be provided to City, upon request from the City's custodian of public records, in a format that is accessible by and compatible with the information technology systems of City.

D. IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CITY'S CUSTODIAN OF PUBLIC RECORDS BY TELEPHONE AT (863) 452-4405, BY EMAIL AT cityclerk@avonpark.city, OR AT THE MAILING ADDRESS BELOW:

**City Clerk
City of Avon Park
110 E. Main Street
Avon Park, FL 33825**

14. Non-Federal Entity Contracts Under Federal Awards

In addition to other provisions required by the Federal agency or non-Federal entity, all contracts made by the non-Federal entity under the Federal award must contain provisions covering the following, as applicable.

- A. Contracts for more than the simplified acquisition threshold, which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by 41 U.S.C. 1908, must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate.
- B. All contracts in excess of \$10,000 must address termination for cause and for convenience by the

non-Federal entity including the manner by which it will be effected and the basis for settlement.

- C. Equal Employment Opportunity. Except as otherwise provided under 41 CFR Part 60, all contracts that meet the definition of “federally assisted construction contract” in 41 CFR Part 60–1.3 must include the equal opportunity clause provided under 41 CFR 60–1.4(b), in accordance with Executive Order 11246, “Equal Employment Opportunity” (30 FR 12319, 12935, 3 CFR Part, 1964–1965 Comp., p. 339), as amended by Executive Order 11375, “Amending Executive Order 11246 Relating to Equal Employment Opportunity,” and implementing regulations at 41 CFR part 60, “Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor.”
- D. Davis-Bacon Act, as amended (40 U.S.C. 3141–3148). When required by Federal program legislation, all prime construction contracts in excess of \$2,000 awarded by non-Federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 3141– 3144, and 3146–3148) as supplemented by Department of Labor regulations (29 CFR Part 5, “Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction”). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency. The contracts must also include a provision for compliance with the Copeland “Anti-Kickback” Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, “Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States”). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency.
- E. Contract Work Hours and Safety Standards Act (40 U.S.C. 3701–3708). Where applicable, all contracts awarded by the non-Federal entity in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.
- F. Rights to Inventions Made Under a Contract or Agreement. If the Federal award meets the definition of “funding agreement” under 37 CFR § 401.2 (a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that “funding agreement,” the recipient or subrecipient must comply with the requirements of 37 CFR Part 401, “Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements,” and any implementing regulations issued by the awarding agency.

- G. Clean Air Act (42 U.S.C. 7401–7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251–1387), as amended—Contracts and subgrants of amounts in excess of \$150,000 must contain a provision that requires the non-Federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401–7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251– 1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).
- H. Debarment and Suspension (Executive Orders 12549 and 12689)—A contract award (see 2 CFR 180.220) must not be made to parties listed on the governmentwide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), “Debarment and Suspension.” SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.
- I. Byrd Anti-Lobbying Amendment (31 U.S.C. 1352)—Contractors that apply or bid for an award exceeding \$100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.
- J. See § 200.323.
- K. See § 200.216.
- L. See § 200.322.

15. Contract provisions and related matters.

- a. The Agency head shall cause or require the contracting officer to insert in full in any contract in excess of \$2,000 which is entered into for the actual construction, alteration and/or repair, including painting and decorating, of a public building or public work, or building or work financed in whole or in part from Federal funds or in accordance with guarantees of a Federal agency or financed from funds obtained by pledge of any contract of a Federal agency to make a loan, grant or annual contribution (except where a different meaning is expressly indicated), and which is subject to the labor standards provisions of any of the acts listed in § 5.1, the following clauses (or any modifications thereof to meet the particular needs of the agency, Provided, That such modifications are first approved by the Department of Labor):
 - 1. Minimum wages.
 - i. All laborers and mechanics employed or working upon the site of the work (or under the United States Housing Act of 1937 or under the Housing Act of 1949 in the construction or development of the project), will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act (29 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 paragraph (a)(1)(iv) of this section; also, regular

contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period. Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification of work actually performed, without regard to skill, except as provided in § 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 conformed under paragraph (a)(1)(ii) of this section) 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.

- A. The contracting officer shall require that any class of laborers or mechanics, including helpers, which is not listed in the wage determination and which is to be employed under the contract shall be classified in conformance with the wage determination. The contracting officer shall approve an additional classification and wage rate and fringe benefits therefore only when the following criteria have been met:
 - 1. The work to be performed by the classification requested is not performed by a classification in the wage determination; and
 - 2. The classification is utilized in the area by the construction industry; and
 - 3. The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.
 - B. If the contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and the contracting officer agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken shall be sent by the contracting officer to the Administrator of the Wage and Hour Division, U.S. Department of Labor, Washington, DC 20210. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.
 - C. In the event the contractor, the laborers or mechanics to be employed in the classification or their representatives, and the contracting officer do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), the contracting officer shall refer the questions, including the views of all interested parties and the recommendation of the contracting officer, to the Administrator for determination. The Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.
 - D. The wage rate (including fringe benefits where appropriate) determined pursuant to paragraphs (a)(1)(ii) (B) or (C) of this section, 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.
- ii. 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.

- iii. 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.
2. Withholding. The (write in name of Federal Agency or the loan or grant recipient) 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 (or under the United States Housing Act of 1937 or under the Housing Act of 1949 in the construction or development

of the project), all or part of the wages required by the contract, the (Agency) 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.

3. Payrolls and basic records.
- i. Payrolls and basic records relating thereto shall be maintained by the contractor during the course of the work and preserved for a period of three years thereafter for all laborers and mechanics working at the site of the work (or under the United States Housing Act of 1937, or under the Housing Act of 1949, in the construction or development of the project). 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)(B) 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)(B) 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 laborers 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.
 - ii.
 - A. The contractor shall submit weekly for each week in which any contract work is performed a copy of all payrolls to the (write in name of appropriate federal agency) 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 the (write in name of agency). The payrolls submitted shall set out accurately and completely all

of the information required to be maintained under 29 CFR 5.5(a)(3)(i), except that full social security numbers and home addresses shall not be included on weekly transmittals. Instead the payrolls shall only need to include an 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 Web 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 the (write in name of appropriate federal agency) if the agency is a party to the contract, but if the agency is not such a party, the contractor will submit them to the applicant, sponsor, or owner, as the case may be, for transmission to the (write in name of agency), 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 requirements. It is not a violation of this section 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 submission to the sponsoring government agency (or the applicant, sponsor, or owner).

- 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 provided under § 5.5 (a)(3)(ii) of Regulations, 29 CFR part 5, the appropriate information is being maintained under § 5.5 (a)(3)(i) of Regulations, 29 CFR part 5, 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 Regulations, 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 the (write the name of the agency) 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, the Federal agency 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. Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debarment action pursuant to 29 CFR 5.12.

4. Apprentices and trainees —

- i. Apprentices. Apprentices will be permitted to work at 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 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 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 the 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 registered 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 journeymen 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 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 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. 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 classification of 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 performed until an acceptable program is approved.

- iii. Equal employment opportunity. The utilization of apprentices, trainees and journeymen under this part shall be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended, and 29 CFR part 30.
- 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.
- 6. Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clauses contained in 29 CFR 5.5(a)(1) through (10) and such other clauses as the (write in the name of the Federal agency) may by appropriate instructions require, and also 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 29 CFR 5.5.
- 7. Contract termination: debarment. A breach of the contract clauses in 29 CFR 5.5 may be grounds for termination of the contract, and for debarment as a contractor and a subcontractor as provided in 29 CFR 5.12.
- 8. Compliance with Davis-Bacon and Related Act requirements. All rulings and interpretations of the Davis-Bacon and Related Acts contained in 29 CFR parts 1, 3, and 5 are herein incorporated by reference in this contract.
- 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 the contracting agency, the U.S. Department of Labor, or the employees or their representatives.
- 10. Certification of eligibility.
 - i. 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).
 - 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).
 - iii. The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 U.S.C. 1001.
- b. Contract Work Hours and Safety Standards Act. The Agency Head shall cause or require the contracting officer to insert the following clauses set forth in paragraphs (b)(1), (2), (3), and (4) of this section in full in any contract in an amount in excess of \$100,000 and subject to the overtime provisions of the Contract Work Hours and Safety Standards Act. These clauses shall be inserted in addition to the clauses required by § 5.5(a) or § 4.6 of part 4 of this title. As used in this paragraph, the terms 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 paragraph (b)(1) of this section the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (b)(1) of this section, in the sum of \$31 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (b)(1) of this section.
 3. Withholding for unpaid wages and liquidated damages. The (write in the name of the Federal agency or the loan or grant recipient) shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (b)(2) of this section.
 4. Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (b)(1) through (4) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (b)(1) through (4) of this section.
- c. In addition to the clauses contained in paragraph (b), in any contract subject only to the Contract Work Hours and Safety Standards Act and not to any of the other statutes cited in § 5.1, the Agency Head shall cause or require the contracting officer to insert a clause requiring that the contractor or subcontractor shall maintain payrolls and basic payroll records during the course of the work and shall preserve them for a period of three years from the completion of the contract for all laborers and mechanics, including guards and watchmen, working on the contract. Such records shall contain the name and address of each such employee, social security number, correct classifications, hourly rates of wages paid, daily and weekly number of hours worked, deductions made, and actual wages paid. Further, the Agency Head shall cause or require the contracting officer to insert in any such contract a clause providing that the records to be maintained under this paragraph shall be made available by the contractor or subcontractor for inspection, copying, or transcription by authorized representatives of the (write the name of agency) and the Department of Labor, and the contractor or subcontractor will permit such representatives to interview employees during working hours on the job.

A. Contractor's Cooperation – E-Verify

As a condition precedent to entering into this Contract, and in compliance with Section 448.095, Fla. Stat., Contractor, and its sub-contractors shall, register with and use the E-Verify system to verify work authorization status of all employees hired after January 1, 2021 (<https://e-verify.uscis.gov/emp>). The City will require as part of the response to a bid solicitation that the successful bidder shall complete and submit an "Affidavit Certification Immigration Laws," Exhibit "___". The City reserves the right to revoke bid award if

Contractor does not allow for Contractor and employee verification and subcontractor and their employees verification prior to commencement of work and/or hires illegal workers after commencement of work within the service area. The City is not responsible in any way for any Federal, State or local legal repercussions the Contractor may incur as a result of employee verifications, and the Contractor indemnifies the City from any such liability.

- B. Subcontractors: Contractor shall also require all subcontractors performing work under this Agreement to use the E-Verify system for any employees they may hire during the term of this Agreement and shall remain responsible for their subcontractors' compliance. The City, upon good faith belief that a subcontractor knowingly violated the provisions of this section, but Contractor otherwise complied, shall promptly notify Contractor and Contractor shall immediately terminate this Contract with the sub-contractors.
 - C. Contractor shall obtain from all such subcontractors an affidavit stating the subcontractor does not employ, contract with, or subcontract with an unauthorized alien, as defined in section 448.095, Florida Statutes.
 - D. Contractor shall provide a copy of all subcontractor affidavits to the City upon receipt and shall maintain a copy for the duration of the Agreement.
 - E. The City, Contractor, or any sub-contractors who has a good faith belief that a person or entity with which it is contracting has knowingly violated Section 448.09(1), Fla. Stat. or the provisions of this section shall terminate this Contract with that person or entity.
 - F. Failure to comply with this provision is a material breach of the Agreement by Contractor and shall result in the immediate termination of the Agreement without penalty to the City. Contractor shall be liable for all costs incurred by the City to secure a replacement Agreement, including but not limited to, any increased costs for the same services, any costs due to delay, and rebidding costs, if applicable. Contractor acknowledges that upon termination of this Contract by the City for a violation of this section by Contractor, Contractor may not be awarded a public contract for at least one (1) year. Contractor further acknowledges that Contractor is liable for any additional costs incurred by the City, including without limitation attorney fees and costs through appeals, as a result of termination of any contract for a violation of these E-Verify requirements.
16. This Agreement and the Contract Documents shall be governed by the law of the State of Florida. Venue for any dispute before a court of law shall be in state court, in Highlands County, Florida. The parties agree to waive any right to trial by jury, and Contractor waives any right to litigate in federal court including the basis of diversity jurisdiction.
17. No provision, requirement, default, or breach of this Agreement may be waived by either party except in writing, except that Contractor's claims for extra compensation, arising from changes in the Work or other causes, shall be waived unless written claim is made therefor within twenty (20) days of the event on which such claim is based.
18. All exhibits hereto are incorporated herein as part of this Agreement. The captions appearing with the article or section number designations of this Agreement are for convenience only and are not a part of this Agreement and do not in any way limit or amplify the terms and provisions of this Agreement and should not be used in construing this Agreement.
19. The terms and conditions of this Agreement are the product of mutual draftsmanship by both parties, each being represented by counsel if so desired, and any ambiguities in this Agreement or any

documentation prepared pursuant to it shall not be construed against either of the parties because of authorship. The parties acknowledge that all the terms of this Agreement were negotiated at arms' length, and that each party, being represented by counsel if so desired, is acting to protect its own interests.

20. In the event that any of the terms or provisions of this Agreement are declared invalid or unenforceable by any Court of competent jurisdiction or any Federal or State government agency having jurisdiction over the subject matter of this Agreement, and the remaining provisions and applications in the Agreement can be given effect without the invalid provision, the remaining terms and provisions that are not affected thereby shall remain in full force and effect.
21. This Agreement will be effective on the date fully executed by both parties. No amendment, modification, or alteration of the terms hereof shall be binding unless the same is in writing, dated subsequent to the date hereof, and duly executed by each party.

IN WITNESS WHEREOF, the parties thereto have executed, or caused to be executed by their duly authorized officials, this Agreement in triplicate each of which shall be deemed an original on the date first above written.

OWNER:

BY: _____
NAME: _____
Please Type/Print
TITLE: _____
DATE: _____

ATTEST:

NAME: _____
Please Type/Print
TITLE: _____

CONTRACTOR: _____
BY: _____
NAME: _____
Please Type/Print
ADDRESS: _____
DATE: _____

ATTEST:

NAME: _____
Please Type/Print
TITLE: _____

EXHIBIT “A”

Invitation To Bid and Bid Contract Documents Project No. 046464021

By reference only

EXHIBIT “B”

Contractor’s Bid

EXHIBIT "C"

CONTRACTOR E-VERIFY AFFIDAVIT

(company name)

I hereby certify that _____ does not employ, contract with, or subcontract with an unauthorized alien, and has not done so since before January 1, 2021, and is otherwise in full compliance with Section 448.095, Florida Statutes. All employees hired on or after January 1, 2021 have had their work authorization status verified through the E-Verify system. A true and correct copy of proof of registration in the E-Verify system is attached to this Affidavit.

By affixing your signature below, you hereby affirm that the above statement is true and correct, and that you are complying and will comply with all E-Verify requirements.

Date _____ By: _____
Printed name and title: _____

STATE OF _____
COUNTY OF _____

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization, this _____ day of _____, 20____, by _____ as _____
_____ for _____ . Printed name
Title Company

WITNESSETH my hand and official seal in the state and county named below.

(Seal) Notary Public, State of _____, County of _____
Signature: _____
Printed name: _____
Commission No. _____
My Commission Expires: _____

☐ Personally Known, OR ☐ Produced Identification

Type of Identification Produced _____

Exhibit "D"

SWORN STATEMENT ON SCRUTINIZED COMPANIES CERTIFICATION

THIS FORM MUST BE SIGNED AND SWORN TO IN THE PRESENCE OF A NOTARY PUBLIC OR OTHER OFFICIAL AUTHORIZED TO ADMINISTER OATHS.

This sworn statement is submitted to the City of Avon Park by

(print individual's name and title)
for _____ (print name of entity submitting statement) whose business address is and (if applicable) the Federal Employer Identification Number (FEIN) is (if the entity has no FEIN, include the Social Security number of the individual signing this sworn statement _____).

I understand that no person or entity shall be awarded or receive a contract for public improvements, procurement of goods or services (including professional services), or a lease, franchise, concession, or management agreement, or shall receive a grant of public monies unless such person or entity complies with Section 287.135, Florida Statutes.

Specifically, Section 287.135, Florida Statutes, states in pertinent part: "A company is ineligible to, and may not, bid on, submit a proposal for, or enter into or renew a contract with an agency or local

governmental entity for goods or services of: (a) Any amount if, at the time of bidding on, submitting a proposal for, or entering into or renewing such contract, the company is on the Scrutinized Companies that Boycott Israel List, created pursuant to s. 215.4725, or is engaged in a boycott of Israel; or (b) One million dollars or more if, at the time of bidding on, submitting a proposal for, or entering into or renewing such contract, the company:

1. Is on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, created pursuant to s. 215.473; or, 2. Is engaged in business operations in Cuba or Syria."

By signing this sworn statement, a bidder/proposer: (i) certifies the company is not in violation of Section 287.135, Florida Statutes, and shall not be in violation at the time the company enters into or renews any resulting contract; and (ii) agrees any such resulting contract shall be deemed to contain a provision that allows the City, at its option, to terminate such contract for cause if the company is found to have submitted a false certification, been placed on one or any of the foregoing Lists, been engaged in a boycott of Israel, or been engaged in business operations in Cuba or Syria.

Signature

STATE OF FLORIDA
COUNTY OF _____

Sworn and subscribed before me this _____ day of _____, 2021, by

who appeared before me in person ____ (check this line if appropriate) or by online notarization ____ (check this line if appropriate) and is personally known to me ____ (check this line if appropriate) OR produced the following type of identification to prove identity [Print, type, or stamp commissioned name of Notary Public]

My commission expires: _____

EXHIBIT "E"

BID BOND
PUBLIC CONSTRUCTION BOND

By this bond, we _____ as Principal and _____ as Surety, a corporation chartered and existing under the laws of the State of _____, with principal offices located at _____, are bound to the City of Avon Park, herein called Owner, in the full and just sum of \$ _____ dollars (\$ _____), good and lawful money of the United States of America, to be paid upon demand by the Owner, to which payment well and truly to be made, we bind ourselves, our heirs, personal representatives, successors, and assigns jointly and severally are liable.

THE CONDITION OF THIS OBLIGATION IS SUCH, that whereas the Principal has submitted the attached solicitation for a project contract entitled _____ (hereinafter "Solicitation")
Name of City Project or Bid Package

NOW, THEREFORE, if the Principal shall withdraw said Solicitation prior to the date of opening same, or shall within ten (10) days after the prescribed forms are presented to him for signature enter into a written Agreement with City of Avon Park, Florida, in accordance with the Solicitation as accepted, and give a Performance and Payment Bond with good and sufficient Surety or Sureties as may be required, for the faithful performance and proper fulfillment of such Agreement and for the prompt payment of all persons furnishing labor or materials in connection therewith; or, in the event of failure to enter into such Contract and give such Bond within the time specified, if the Principal shall pay the City of Avon Park the difference between the amount specified in said Solicitation and the amount for which the City of Avon Park may procure the required work and/or supplies, provided the latter amount to be in excess the amount specified in said Solicitation, then the above obligations shall be void; otherwise, to remain in full force and effect.

DATED THIS ____ DAY OF _____, 20 ____

Principal

By: _____
Print name and title

STATE OF _____
COUNTY OF _____

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online
notarization, this _____ day of _____, 20_____, by _____ as
_____ for _____.

Title _____ corporation name

WITNESSETH my hand and official seal in the state and county named below.

(Seal) Notary Public, State of _____, County of _____
Signature: _____
Printed name: _____ Commission No. _____
My Commission Expires: _____

☐ Personally Known, OR ☐ Produced Identification

Type of Identification Produced _____

DATED THIS ____ DAY OF _____, 20____

Surety

By: _____
Attorney-in Fact for Surety

**A corporate resolution authorizing signature by the any of the above corporate signors shall accompany
this document to make it valid.**

EXHIBIT "F"

PERFORMANCE AND PAYMENT BOND
PUBLIC CONSTRUCTION BOND

By this bond, we _____, as Principal and _____
as Surety, a corporation chartered and existing under the laws of the State of _____,
with principal offices located at _____, are bound
to the City of Avon Park, herein called Owner, in the full and just sum of \$ _____
dollars (\$ _____),
good and lawful money of the United States of America, to be paid upon demand by the
Owner, to which payment well and truly to be made, we bind ourselves, our heirs, personal
representatives, successors, and assigns jointly and severally are liable.

THE CONDITION OF THIS BOND IS that is Principal:

1. Performs this contract (hereinafter Agreement) dated _____, 20____, between
the Principal and the Owner for the project known as _____
the Agreement being made a part of this bond by reference, at the times and in the manner
prescribed in the Agreement contract, and;
2. Promptly makes payments to all claimants, as defined in §255.05(1) Florida Statutes,
supplying Principal with labor, materials, or supplies, used directly or indirectly, by Principal
in the prosecution of the work provided for in the Agreement, and;
3. Pays Owner all loss, damages, expenses costs, and attorney's fees, including appellate
proceedings that Owner sustains because of a default by Principal under the Agreement, and;
4. Performs the guarantee of work and material furnished under this Agreement for the
time specified in the Agreement, then this bond is void; otherwise, it remains in full force.

Any changes in or under the Agreement documents and compliance or non-compliance with
any formalities connected with the Agreement or the changes do not affect the Surety's
obligation under this bond.

DATED THIS __ DAY OF _____, 20

Principal

By: _____
Print name and title

Address: _____

STATE OF _____
COUNTY OF _____

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

Title

corporation name

A corporate resolution authorizing signature by the any of the above corporate signors shall accompany this document to make it valid.

WITNESSETH my hand and official seal in the state and county named below.

Notary Public, State of _____, County of _____

(Seal) Signature:
Printed name: _____
Commission No. _____
My Commission Expires: _____

☐ Personally Known, OR ☐ Produced Identification

Type of Identification Produced _____

DATED THIS ____ DAY OF _____, 20____

Surety

By: _____
Attorney-in Fact for Surety

Contractor/vendor is required to execute and deliver the original copy of this bond to the City of Avon Park and is required to record a copy of the bond in the Public Records of Highlands County, Florida.

EXHIBIT "G"
Certificate of Insurance

EXHIBIT “H”
CDBG-MIT Agreement and Bid Contract Conditions

State of Florida
Department of Economic Opportunity
Federally Funded
Community Development Block Grant
Mitigation Program (CDBG-MIT)
Subrecipient Agreement

THIS SUBRECIPIENT AGREEMENT is entered into by the State of Florida, Department of Economic Opportunity, (hereinafter referred to as “DEO”) and the City of Avon Park Florida (hereinafter referred to as the “Subrecipient”), each individually a “Party” and collectively “the Parties.”

THIS AGREEMENT IS ENTERED INTO BASED ON THE FOLLOWING REPRESENTATIONS:

WHEREAS, pursuant to Public Law (P.L.) P.L. 115-123 Bipartisan Budget Act of 2018 and Additional Supplemental Appropriations for Disaster Relief Act 2018 (approved February 9, 2018), and P.L. 116-20 Supplemental Appropriations for Disaster Relief Requirements Act, 2019 (approved June 6, 2019), Division B, Subdivision 1 of the Bipartisan Budget Act of 2018, P.L. 115-56, the “Continuing Appropriations Act, 2018” ; and the requirements of the Federal Register (FR) notices entitled “Allocations, Common Application, Waivers, and Alternative Requirements for Community Development Block Grant Mitigation Grantees”, 84 FR 45838 (August 30, 2019) and “Allocations, Common Application, Waivers, and Alternative Requirements for Community Development Block Grant Disaster Recovery Grantees” (CDBG Mitigation) 86 FR 561 (January 6, 2021);(hereinafter collectively referred to as the “Federal Register Guidance”), the U.S. Department of Housing and Urban Development (hereinafter referred to as “HUD”) has awarded Community Development Block Grant–Mitigation (CDBG-MIT) funds to DEO for mitigation activities authorized under Title I of the Housing and Community Development Act of 1974 (HCDA) (42 United States Code (U.S.C.) § 5301 *et seq.*) and applicable implementing regulations at 24 C.F.R. part 570 and consistent with the Appropriations Act.

WHEREAS, CDBG-MIT funds made available for use by the Subrecipient under this Agreement constitute a subaward of the DEO Federal award, the use of which must be in accordance with requirements imposed by Federal statutes, regulations and the terms and conditions of DEO’s Federal award.

WHEREAS, the Subrecipient has legal authority to enter into this Agreement and by signing this Agreement, the Subrecipient represents and warrants to DEO that it will comply with all the requirements of the subaward described herein.

WHEREAS, all CDBG-MIT activities carried out by the Subrecipient will: (1) meet the definition of mitigation activities. For the purpose of this funding, mitigation activities are defined as those activities that increase resilience to disasters and reduce or eliminate the long-term risk of loss of life, injury, damage to and loss of property, and suffering and hardship, by lessening the impact of future disasters; (2) address the current and future risks as identified in DEO’s Mitigation Needs Assessment of most impacted and distressed area(s); (3) be CDBG-eligible activities under the HCDA or otherwise eligible pursuant to a waiver or alternative requirement; and (4) meet a national objective, including additional criteria for mitigation activities and a Covered Project.

NOW THEREFORE, DEO and the Subrecipient agree to the following:

(1) SCOPE OF WORK

The Scope of Work for this Agreement includes Attachment A, Project Description and Deliverables. With respect to Attachment B, Project Budget, and Attachment C, Activity Work Plan, the Subrecipient shall submit to DEO such Attachments in conformity with the current examples attached hereto as necessary and appropriate. Provided further, if there is a disagreement between the Parties, with respect to the formatting and contents of such attachments, then DEO's decisions with respect to same shall prevail, at DEO's sole and absolute discretion.

(2) INCORPORATION OF LAWS, RULES, REGULATIONS AND POLICIES

Subrecipient has diligently reviewed this Agreement and is a sophisticated organization having experience managing projects with funds made available through federal grants. Subrecipient is familiar with DEO's grant agreement with HUD, has reviewed applicable CDBG-MIT regulations and guidelines, will conduct, and will ensure its activities are in compliance with DEO's grant agreement with HUD and all applicable CDBG-MIT regulations and guidelines. Subrecipient agrees to abide by all applicable State and Federal laws, rules and regulations as now in effect and as may be amended from time to time, including but not limited to, the Federal laws and regulations set forth in 24 CFR Part 570, applicable Federal Register Notices, the State's Action Plan, and all applicable CDBG-MIT regulations and guidelines.

Subrecipient shall ensure that all its activities under this Contract shall be conducted in conformance with these provisions, as applicable: 45 CFR Part 75, 29 CFR Part 95, 2 CFR Part 200, 20 CFR Part 601, 24 CFR Part 570 subpart I, *et seq.*, and all other applicable federal laws, regulations, and policies governing the funds provided under this Agreement as now in effect and as may be amended from time to time.

(3) PERIOD OF AGREEMENT

This Agreement is effective as of the date DEO executes this Agreement (the "Effective Date") and ends forty-eight (48) months after execution by DEO, unless otherwise terminated as set forth herein.

(4) RENEWAL AND EXTENSION

This Agreement shall not be renewed. DEO shall not grant any extension of this Agreement unless the Subrecipient provides justification satisfactory to DEO in its sole discretion and DEO's Director of the Division of Community Development approves such extension in writing

(5) MODIFICATION OF AGREEMENT

Modifications to this Agreement shall be valid only when executed in writing by the Parties. Any modification request by the Subrecipient constitutes a request to negotiate the terms of this Agreement. DEO may accept or reject any proposed modification based on DEO's sole determination and absolute discretion, that any such acceptance or rejection is in the State's best interest.

(6) RECORDS

(a) The Subrecipient's performance under this Agreement shall be subject to 2 CFR part 200 – Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards as now in effect and as may be amended from time to time.

(b) Representatives of DEO, the Chief Financial Officer of the State of Florida, the Auditor General of the State of Florida, the Florida Office of Program Policy Analysis and Government Accountability, and representatives of the Federal government and their duly authorized representatives shall have access to any of the Subrecipient's books, documents, papers and records, including electronic storage media, as they may relate to this Agreement, for the purposes of conducting audits or examinations or making excerpts or transcriptions.

(c) The Subrecipient shall maintain books, records, and documents in accordance with generally accepted accounting procedures and practices which sufficiently and properly reflect all expenditures of funds provided by DEO under this Agreement.

(d) The Subrecipient will provide to DEO all necessary and appropriate financial and compliance audits in accordance with Paragraph (7), Audit Requirements and Attachments I and J herein and ensure that all related party transactions are disclosed to the auditor.

(e) The Subrecipient shall retain sufficient records to show its compliance with the terms of this Agreement and the compliance of all subrecipients, contractors, subcontractors and consultants paid from funds under this Agreement for a period of six (6) years from the date DEO issues the final closeout for this award. The Subrecipient shall also comply with the provisions of 24 CFR 570.493 and 24 CFR 570.502(a)(7)(ii). The Subrecipient shall further ensure that audit working papers are available upon request for a period of six (6) years from the date DEO issues the final closeout of this Agreement, unless extended in writing by DEO. The six-year period may be extended for the following reasons:

1. Litigation, claim or audit initiated before the six-year period expires or extends beyond the six-year period, in which case the records shall be retained until all litigation, claims or audit findings involving the records have been resolved.

2. Records for the disposition of non-expendable personal property valued at \$1,000 or more at the time of acquisition shall be retained for six (6) years after final disposition.

3. Records relating to real property acquired shall be retained for six (6) years after the closing on the transfer of title.

(f) The Subrecipient shall maintain all records and supporting documentation for the Subrecipient and for all contractors, subcontractors and consultants paid from funds provided under this Agreement, including documentation of all program costs in a form sufficient to determine compliance with the requirements and objectives of the scope of work and all other applicable laws and regulations.

(g) The Subrecipient shall either (i) maintain all funds provided under this Agreement in a separate bank account or (ii) ensure that the Subrecipient's accounting system shall have sufficient internal controls to separately track the expenditure of all funds from this Agreement. Provided further, that the only option available for advanced funds is to maintain such advanced funds in a separate bank account. There shall be no commingling of funds provided under this Agreement with any other funds, projects or programs. DEO may, in its sole discretion, disallow costs made with commingled funds and require reimbursement for such costs as described herein, Subparagraph (22)(e), Repayments.

(h) The Subrecipient, including all of its employees or agents, contractors, subcontractors and consultants to be paid from funds provided under this Agreement, shall allow access to its records at reasonable times to representatives of DEO, the Chief Financial Officer of the State of Florida, the Auditor General of the State of Florida, the Florida Office of Program Policy Analysis and Government Accountability or representatives of the Federal government or their duly authorized representatives. "Reasonable" shall ordinarily mean during normal business hours of 8:00 a.m. to 5:00 p.m., local time, Monday through Friday.

(7) AUDIT REQUIREMENTS

(a) The Subrecipient shall conduct a single or program-specific audit in accordance with the provisions of 2 CFR part 200 if it expends seven hundred fifty thousand dollars (\$750,000) or more in Federal awards from all sources during its fiscal year.

(b) Within sixty (60) calendar days of the close of Subrecipient's fiscal year, on an annual basis, the Subrecipient shall electronically submit a completed Audit Compliance Certification to audit@deo.myflorida.com, and DEO's grant manager; a blank version of which is attached hereto as Attachment J. The Subrecipient's timely submittal of one completed Audit Compliance Certification for each applicable fiscal year will fulfill this requirement within all agreements (e.g., contracts, grants, memorandums of understanding, memorandums of agreement, economic incentive award agreements, etc.) between DEO and the Subrecipient.

(c) In addition to the submission requirements listed in Attachment I, Audit Requirements, the Subrecipient shall send an electronic copy of its audit report to DEO's grant manager for this Agreement by June 30 following the end of each fiscal year in which it had an open CDBG-MIT subgrant.

(d) Subrecipient shall also comply with the Federal Audit Clearinghouse rules and directives, including but not limited to the pertinent Report Submissions provisions of 2 C.F.R 200.512, when such provisions are applicable to this Agreement.

(8) REPORTS

Subrecipient shall provide DEO with all reports and information set forth in Attachment G, Reports. The monthly reports and administrative closeout reports must include the current status and progress of Subrecipient and all subcontractors in completing the work described in Attachment A, Scope of Work, and the expenditure of funds under this Agreement. Within 10 calendar days of a request by DEO, Subrecipient shall provide additional program updates or information. Without limiting any other remedy available to DEO, if all required reports and copies are not sent to DEO or are not completed in a manner acceptable to DEO, payments may be withheld until the reports are completed to DEO's satisfaction. DEO may also take other action as stated in Paragraph (13) Remedies or otherwise allowable by law.

(9) INSPECTIONS AND MONITORING

(a) Subrecipient shall cooperate and comply with DEO, HUD, and auditors with any inspections and will immediately provide access to records and financial statements as deemed necessary by DEO, HUD, and their respective auditors at least in accordance with requirements of 2 CFR part 200 and 24 CFR 570.489.

(b) Subrecipient shall cooperate and comply with monitoring of its activities as deemed necessary by DEO to ensure that the subaward is used for authorized purposes in compliance with federal statutes, regulations, and this Agreement.

(c) Without limiting the actions DEO, HUD, or their respective investigators may take, monitoring procedures will include at a minimum: (1) reviewing financial and performance reports required by DEO; (2) following-up and ensuring Subrecipient takes timely and appropriate action on all deficiencies pertaining to the federal award provided to Subrecipient from DEO as detected through audits, on-site reviews and other means; and (3) issuing a management decision for audit findings pertaining to this Federal award provided to Subrecipient from DEO as required by 2 CFR §200.521.

(d) Corrective Actions: DEO may issue management decisions and may consider taking enforcement actions if noncompliance is detected during audits. DEO may require Subrecipient to take timely and appropriate action on all deficiencies pertaining to the federal award provided to Subrecipient from the pass-through entity as detected through audits, on-site reviews and other means. In response to audit deficiencies or other findings of noncompliance with this agreement, DEO may in its sole discretion and without advance notice, impose additional conditions on the use of the CDBG-MIT funds to ensure future compliance or provide training and technical assistance as needed to correct noncompliance. DEO may also take other action as stated in Paragraph (13) Remedies or otherwise allowable by law.

(10) DUPLICATION OF BENEFITS

Subrecipient shall not carry out any of the activities under this Agreement in a manner that results in a prohibited duplication of benefits as defined by Section 312 of the Robert T. Stafford Disaster Relief and Emergency Assistance Act of 1974 (42 U.S.C. 5155 *et seq.*) and described in Appropriations Acts. Subrecipient must comply with HUD's requirements for duplication of benefits, as described in the Federal Register and HUD guidance (including HUD training materials). Subrecipient shall carry out the activities under this Agreement in compliance with DEO's procedures to prevent duplication of benefits. Subrecipient shall sign a Subrogation Agreement (See Attachment M).

(11) LIABILITY

(a) If Subrecipient is a state agency or subdivision, as defined in Section 768.28(2), F.S., pursuant to

Section 768.28(19), F.S., neither Party indemnifies nor insures or assumes any liability for the other Party for the other Party's negligence.

(b) Subrecipient assumes sole responsibility for the training and oversight of the parties it deals with or employs to carry out the terms of this Agreement to the extent set forth in Section 768.28, Florida Statutes. Subrecipient shall hold DEO harmless against all claims of whatever nature arises from the work and services performed by third parties under this Agreement. For purposes of this Agreement, Subrecipient agrees that it is not an employee or agent of DEO but is an independent contractor.

(c) Subrecipient agrees to be fully responsible for its negligent or tortious acts or omissions, which result in claims or suits against DEO. Subrecipient agrees to be liable for any damages proximately caused by the acts or omissions to the extent set forth in Section 768.28, F.S. Nothing herein shall be construed as consent by DEO to be sued by third parties in any matter arising out of any agreement, contract or subcontract.

(d) Nothing herein is intended to serve as a waiver of sovereign immunity by DEO or the Subrecipient.

(12) EVENTS OF DEFAULT

If any of the following events occur ("Events of Default"), DEO may, in its sole and absolute discretion, elect to terminate any obligation to make any further payment of funds, exercise any of the remedies available through this Agreement or pursue any remedy at law or in equity, without limitation:

(a) Any warranty or representation made by Subrecipient, in this Agreement or any previous agreement with DEO, is or becomes false or misleading in any respect, or if Subrecipient fails to keep or perform any of the obligations, terms, or covenants in this Agreement or any previous agreement with DEO or HUD, and/or has not cured them in timely fashion and/or is unable or unwilling to meet its obligations under this Agreement and/or as required by statute, rule, or regulation;

(b) Any material adverse change occurs in the financial condition of Subrecipient at any time during the term of this Agreement and the Subrecipient fails to cure this adverse change within thirty (30) calendar days from the date written notice is sent by DEO;

(c) If Subrecipient fails to submit any required report or submits any required report with incorrect, incomplete, or insufficient information or fails to submit additional information as requested by DEO;

(d) If Subrecipient fails to perform or timely complete any of its obligations under this Agreement, including participating in DEO's Implementation Workshop. The Parties agree that in the event DEO elects to make payments or partial payments after any Events of Default, it does so without waiving the right to exercise any remedies allowable herein or at law and without becoming liable to make any further payment.

(e) Neither Party shall be liable to the other for any delay or failure to perform under this Agreement if such delay or failure is neither the fault nor the negligence of the Party or its employees or agents and the delay is due directly to acts of God, wars, acts of public enemies, strikes, fires, floods, or other similar cause wholly beyond the Party's control or for any of the foregoing that affects subcontractors or suppliers if no alternate source of supply is available. However, in the event of delay from the foregoing causes, the Party shall take all reasonable measures to mitigate any and all resulting delay or disruption in the Party's performance obligation under this Agreement. If the delay is excusable under this paragraph, the delay will not result in any additional charge or cost under the Agreement to either Party. In the case of any delay the Subrecipient believes is excusable under this paragraph, Subrecipient shall notify DEO in writing of the delay or potential delay and describe the cause of the delay either: (1) within ten (10) calendar days after the cause that creates or will create the delay first arose, if Subrecipient could reasonably foresee that a delay could occur as a result or (2) within five (5) calendar days after the date Subrecipient first had reason to believe that a delay could result, if the delay is not reasonably foreseeable. **THE FOREGOING SHALL CONSTITUTE SUBRECIPIENT'S SOLE REMEDY OR EXCUSE WITH RESPECT TO**

DELAY. Providing notice in strict accordance with this paragraph is a condition precedent to such remedy. DEO, in its sole discretion, will determine if the delay is excusable under this paragraph and will notify Subrecipient of its decision in writing. No claim for damages, other than an extension of time, shall be asserted against DEO. Subrecipient shall not be entitled to an increase in the Agreement price or payment of any kind from DEO for direct, indirect, consequential, impact or other costs, expenses or damages, including but not limited to costs of acceleration or inefficiency arising because of delay, disruption, interference or hindrance from any cause whatsoever. If performance is suspended or delayed, in whole or in part, due to any of the causes described in this paragraph, after the causes have ceased to exist, Subrecipient shall perform at no increased cost, unless DEO determines, in its sole discretion, that the delay will significantly impair the value of the Agreement to DEO or the State, in which case, DEO may do any or all of the following: (1) accept allocated performance or deliveries from Subrecipient, provided that Subrecipient grants preferential treatment to DEO with respect to products or services subjected to allocation; (2) purchase from other sources (without recourse to and by Subrecipient for the related costs and expenses) to replace all or part of the products or services that are the subject of the delay, which purchases may be deducted from the Agreement quantity or (3) terminate the Agreement in whole or in part.

(13) REMEDIES

If an Event of Default occurs, DEO may in its sole discretion and without limiting any other right or remedy available, provide thirty (30) calendar days written notice to the Subrecipient and if the Subrecipient fails to cure within those thirty (30) calendar days DEO may choose to exercise one or more of the following remedies, either concurrently or consecutively:

- (a) Terminate this Agreement upon written notice by DEO sent in conformity with Paragraph (17) Notice and Contact;
- (b) Begin any appropriate legal or equitable action to enforce performance of this Agreement;
- (c) Withhold or suspend payment of all or any part of a request for payment;
- (d) Demand Subrecipient return to DEO any funds used for ineligible activities or unallowable costs under this Agreement or any applicable law, rule or regulation governing the use of the funds; and
- (e) Exercise any corrective or remedial actions, including but not limited to:
 - 1. Request additional information from the Subrecipient to determine the reasons for or the extent of non-compliance or lack of performance;
 - 2. Issue a written warning to advise that more serious measures may be taken if the situation is not corrected; and/or
 - 3. Advise the Subrecipient to suspend, discontinue or refrain from incurring costs for any activities in question.
- (f) Exercise any other rights or remedies which may be otherwise available under law.

Pursuit of any of the above remedies does not preclude DEO from pursuing any other remedies in this Agreement or provided at law or in equity. Failure to exercise any right or remedy in this Agreement or failure by DEO to require strict performance does not affect, extend or waive any other right or remedy available or affect the later exercise of the same right or remedy by DEO for any other default by the Subrecipient.

(14) DISPUTE RESOLUTION

DEO shall decide disputes concerning the performance of the Agreement, and document dispute decisions in writing and serve a copy of same to Subrecipient. All decisions are final and conclusive unless the Subrecipient files a petition for administrative hearing with DEO within twenty-one (21) days from the date of receipt of the

decision. Exhaustion of administrative remedies prescribed in Chapter 120, F.S., is an absolute condition precedent to Subrecipient's ability to pursue any other form of dispute resolution; provided however, that the Parties may mutually agree to employ the alternative dispute resolution procedures outlined in Chapter 120, F.S.

(15) CITIZEN COMPLAINTS

The goal of DEO is to provide an opportunity to resolve complaints in a timely manner, usually within fifteen (15) business days of the receipt of the complaint as expected by HUD, if practicable, and to provide the right to participate in the process and appeal a decision when there is reason for an applicant to believe its application was not handled according to program policies. All applications, guidelines and websites will include details on the right to file a complaint or appeal and the process for filing a complaint or beginning an appeal.

Applicants are allowed to appeal program decisions related to one of the following activities:

- (a) A program eligibility determination,
- (b) A program assistance award calculation, or
- (c) A program decision concerning housing unit damage and the resulting program outcome.

Citizens may file a written complaint or appeal through the Office of Long-Term Resiliency email at CDBG-DR@deo.myflorida.com or submit by postal mail to the following address:

Attention: Office of Long-Term Resiliency
Florida Department of Economic Opportunity
107 East Madison Street
The Caldwell Building, MSC 400
Tallahassee, Florida 32399

The subrecipient will handle citizen complaints by conducting:

- (a) Investigations as necessary,
- (b) Resolution, and
- (c) Follow-up actions.

If the complainant is not satisfied by Subrecipient's determination, then the complainant may file a written appeal by following the instructions issued in the letter of response. If, at the conclusion of the appeals process, the complainant has not been satisfied with the response, a formal complaint may then be addressed directly to DEO at:

Department of Economic Opportunity
Caldwell Building, MSC-400
107 E Madison Street
Tallahassee, FL 32399

The Florida Office of Long-Term Resiliency operates in Accordance with the Federal Fair Housing Law (The Fair Housing Amendments Act of 1988). Anyone who feels he or she has been discriminated against may file a complaint of housing discrimination: 1-800-669-9777 (Toll Free), 1-800-927-9275 (TTY) or www.hud.gov/fairhousing.

(16) TERMINATION

- (a) DEO may immediately suspend or terminate this Agreement for cause by providing written notice, from the date notice is sent by DEO. Cause includes, but is not limited to: an Event of Default as set forth in this Agreement; Subrecipient's improper or ineffective use of funds provided under this

Agreement; fraud; lack of compliance with any applicable rules, regulations, statutes, executive orders, HUD guidelines, policies, directives or laws; failure, for any reason, to timely and/or properly perform any of the Subrecipient's obligations under this Agreement; submission of reports that are incorrect or incomplete in any material respect and refusal to permit public access to any document, paper, letter or other material subject to disclosure under law, including Chapter 119, F.S., as amended. The aforementioned reasons for termination are listed in the immediately preceding sentence for illustration purposes but are not limiting DEO's sole and absolute discretion with respect to DEO's right to terminate this Agreement. In the event of suspension or termination, Subrecipient shall not be entitled to recover any cancellation charges or unreimbursed costs.

(b) DEO may unilaterally terminate this Agreement, in whole or in part, for convenience by providing Subrecipient fourteen (14) days written notice from the date notice is sent by DEO, setting forth the reasons for such termination, the effective date and, in the case of partial termination, the portion to be terminated. However, if in the case of partial termination, DEO determines that the remaining portion of the award will not accomplish the purpose for which the award was made, DEO may terminate the portion of the award which will not accomplish the purpose for which the award was made. Subrecipient shall continue to perform any work not terminated. In the event of termination for convenience, Subrecipient shall not be entitled to recover any cancellation charges or unreimbursed costs for the terminated portion of work.

(c) The Parties may terminate this Agreement for their mutual convenience in writing, in the manner agreed upon by the Parties, which must include the effective date of the termination.

(d) In the event that this Agreement is terminated, Subrecipient shall not incur new obligations under the terminated portion of the Agreement after the date Subrecipient has received the notification of termination. Subrecipient shall cancel as many outstanding obligations as possible. DEO shall disallow all costs incurred after Subrecipient's receipt of the termination notice. DEO may, to the extent authorized by law, withhold payments to Subrecipient for the purpose of set-off until the exact amount of damages due to DEO from Subrecipient is determined.

(e) Upon expiration or termination of this Agreement, Subrecipient shall transfer to DEO any CDBG-MIT funds on hand at the time of expiration or termination and any accounts receivable attributable to the use of CDBG-MIT funds.

(f) Any real property under Subrecipient's control that was acquired or improved in whole or in part with CDBG-MIT funds (including CDBG-MIT funds provided to the subrecipient in the form of a loan) in excess of \$25,000 must either:

1. Be used to meet a national objective until five years after expiration or termination of this Agreement, unless otherwise agreed upon by the Parties, or except as otherwise set forth herein; or 2. If not used to meet a national objective, Subrecipient shall pay to DEO an amount equal to the current market value of the property less any portion of the value attributable to expenditures of non- CDBG-MIT funds for the acquisition or improvement of the property for five years after expiration or termination of this Agreement.

(g) The rights and remedies under this clause are in addition to any other rights or remedies provided by law or under this Agreement.

(17) NOTICE AND CONTACT

(a) All notices provided under or pursuant to this Agreement shall be in writing, either by hand delivery, first class or certified mail with return receipt requested, email with confirmation of receipt of email from Subrecipient, to the representative identified below at the address set forth below or said notification attached to the original of this Agreement.

(b) The name and address of DEO's Grant Manager for this Agreement is:

Anna Kurtz
107 E. Madison St.
Tallahassee, Florida 32399
Phone: 850-717-8464
Email: Anna.Kurtz@deo.myflorida.com

(c) The name and address of the Local Government Project Contact for this Agreement is:

Rick Reed
2301 US 27 South
Avon Park, Florida 33825
Phone: 863-452-4429
Email: rreed@avonpark.city

(d) If different representatives or addresses are designated by either Party after execution of this Agreement, notice of the name, title and address of the new representative will be provided as provided for in this Agreement. Such change shall not require a formal amendment of the Agreement.

(18) CONTRACTS

If the Subrecipient contracts any of the work required under this Agreement, a copy of the proposed contract template and any proposed amendments, extensions, revisions, or other changes thereto, must be forwarded to the DEO grant manager for prior written approval. For each contract, the Subrecipient shall report to DEO as to whether that contractor or any subcontractors hired by the contractor, is a minority vendor, as defined in Section 288.703, F.S. The Subrecipient shall comply with the procurement standards in 2 CFR §200.318 - §200.327 and §200.330 when procuring property and services under this Agreement (refer to Attachments D & E).

The Subrecipient shall include the following terms and conditions in any contract pertaining to the work required under this Agreement:

- (a) the period of performance or date of completion;
- (b) the performance requirements;
- (c) that the contractor is bound by the terms of this Agreement;
- (d) that the contractor is bound by all applicable State and Federal laws, rules, and regulations;
- (e) that the contractor shall hold DEO and Subrecipient harmless against all claims of whatever nature arising out of the contractor's performance of work under this Agreement;
- (f) the obligation of the Subrecipient to document in Subrecipient's reports the contractor's progress in performing its work under this Agreement;
- (g) the requirements of 2 CFR Appendix II to Part 200 – Contract Provision for Non-Federal Entity Contract Under Federal Awards – (refer to Attachment I.)

Subrecipient must comply with CDBG regulations regarding debarred or suspended entities (24 CFR 570.489(l)), pursuant to which CDBG funds must not be provided to excluded or disqualified persons and provisions addressing bid, payment, performance bonds, if applicable, and liquidated damages.

Subrecipient shall maintain oversight of all activities performed under this Agreement and shall ensure that its contractors perform according to the terms and conditions of the procured contracts or agreements and the terms and conditions of this Agreement.

(19) TERMS AND CONDITIONS

This Agreement contains all the terms and conditions agreed upon by the Parties. There are no provisions,

terms, conditions, or obligations other than those contained in this Agreement; and this Agreement supersedes all previous understandings. No waiver by DEO may be effective unless made in writing by an authorized DEO official.

(20) ATTACHMENTS

(a) If any inconsistencies or conflict between the language of this Agreement and the attachments arise, the language of the attachments shall control, but only to the extent of the conflict or inconsistency.

(b) This Agreement contains the following attachments:

- Attachment A – Project Description and Deliverables
- Attachment B – Project Budget (Example)
- Attachment C – Activity Work Plan (Example)
- Attachment D – Program and Special Conditions
- Attachment E – State and Federal Statutes, Regulations and Policies
- Attachment F – Civil Rights Compliance
- Attachment G – Reports
- Attachment H – Warranties and Representations
- Attachment I – Audit Requirements and Exhibit 1 to Attachment I – Funding Sources
- Attachment J – Audit Compliance Certification
- Attachment K – SERA Access Authorization Form (form provided after execution of this agreement)
- Attachment L – 2 CFR Appendix II to Part 200
- Attachment M – Subrogation Agreement

(21) FUNDING/CONSIDERATION

(a) The funding for this Agreement shall not exceed Six Hundred Seventy Thousand Six Hundred TwentyThree Dollars and Zero Cents (\$670,623.00), subject to the availability of funds. The State of Florida and DEO's performance and obligation to pay under this Agreement is contingent upon annual appropriations by the Legislature and subject to any modification in accordance with Chapter 216, F.S. or the Florida Constitution.

(b) DEO will provide funds to Subrecipient by issuing a Notice of Subgrant Award/Fund Availability ("NFA") through DEO's financial management information system. Each NFA may contain specific terms, conditions, assurances, restrictions or other instructions applicable to the funds provided by the NFA. By accepting funds made available through an NFA, Subrecipient agrees to comply with all terms, conditions, assurances, restrictions or other instructions listed in the NFA.

(c) By execution of this Agreement, Subrecipient certifies that necessary written administrative procedures, processes and fiscal controls are in place for the operation of its CDBG-MIT program for which Subrecipient receives funding from DEO. These written administrative procedures, processes and fiscal controls must, at minimum, comply with applicable state and federal law, rules, regulations, guidance and the terms of this Agreement. Subrecipient agrees to comply with all the terms and conditions of Attachment D, Program and Special Conditions.

(d) Subrecipient shall expend funds only for allowable costs and eligible activities, in accordance with the Scope of Work.

(e) Subrecipient shall request all funds in the manner prescribed by DEO. The authorized signatory for the Subrecipient set forth on the SERA Access Authorization Form must approve the submission of each Request for Funds ("RFF") on behalf of Subrecipient. SERA Access Authorization Form will be provided after the execution of this Agreement.

(f) Except as set forth herein, or unless otherwise authorized in writing by DEO, costs incurred for eligible activities or allowable costs prior to the effective date of this Agreement are ineligible for funding

with CDBG-MIT funds.

(g) If the necessary funds are not available to fund this Agreement as a result of action by the United States Congress, the Federal Office of Management and Budget, the Florida Legislature, the State Chief Financial Officer or under Subparagraph (23), Mandated Conditions of this Agreement, all obligations on the part of DEO to make any further payment of funds will terminate and the Subrecipient shall submit its administrative closeout report and subgrant agreement closeout package as directed by DEO within thirty (30) calendar days from receipt of notice from DEO.

(h) Subrecipient is ultimately responsible for the administration of this Agreement, including monitoring and oversight of any person or entity retained or hired by Subrecipient.

(i) All expenditures under this Agreement shall be made in accordance with this Agreement and any applicable state or federal statutes, rules, or regulations.

(j) Funding for this Agreement is appropriated under Public Law 115-254, Division I, the “Supplemental Appropriations for Disaster Relief Act, 2018” and Public Law 116-20, the “Additional Supplemental Appropriations for Disaster Relief Act, 2019” for the purpose of assisting in long-term recovery from major disasters that occurred in 2017, 2018, and 2019 in accordance with the Robert T. Stafford Disaster Relief and Emergency Assistance Act, 42 U.S.C. 5121 et seq., (the “Stafford Act”).

(k) CDBG-DR funds, appropriated and identified by Public Law, are governed by one or more Federal Register notices that contain requirements, applicable waivers, and alternative requirements that apply to the use of these funds.

(22) REPAYMENTS

(a) Subrecipient shall only expend funding under this Agreement for allowable costs resulting from obligations incurred during the Agreement period. Subrecipient shall ensure that its contractors, subcontractors, and consultants only expend funding under this Agreement for allowable costs resulting from obligations incurred during the Agreement period.

(b) In accordance with Section 215.971, F.S., Subrecipient shall refund to DEO any unobligated funds which have been advanced or paid.

(c) Subrecipient shall refund to DEO any funds paid in excess of the amount to which the Subrecipient or its contractors, subcontractors or consultants are entitled under the terms and conditions of this Agreement.

(d) Subrecipient shall refund to DEO any funds received for an activity if the activity does not meet one of the three National Objectives listed in 24 CFR § 570.483(b), (c) and (d); provided, however, the Subrecipient is not required to repay funds for subgrant administration unless DEO, in its sole discretion, determines Subrecipient is at fault for the ineligibility of the activity in question.

(e) Subrecipient shall refund to DEO any funds not spent in accordance with the conditions of this Agreement or applicable law. Such reimbursement shall be sent to DEO, by the Subrecipient, within thirty (30) calendar days from Subrecipient’s receipt of notification of such non-compliance.

(f) In accordance with Section 215.34(2), F.S., if a check or other draft is returned to DEO for collection, the Subrecipient shall pay to DEO a service fee of \$15.00 or five percent of the face amount of the returned check or draft, whichever is greater. All refunds or repayments to be made to DEO under this Agreement are to be made payable to the order of “Department of Economic Opportunity” and mailed directly to DEO at the following address:

Department of Economic Opportunity
Community Development Block Grant Programs Cashier
107 East Madison Street – MSC 400
Tallahassee, Florida 32399-6508

(23) MANDATED CONDITIONS

(a) The validity of this Agreement is subject to the truth and accuracy of all the information, representations and materials submitted or provided by the Subrecipient in this Agreement, in any later submission or response to a DEO request or in any submission or response to fulfill the requirements of this Agreement. All of said information, representations and materials are incorporated herein by reference.

(b) This Agreement shall be construed under the laws of the State of Florida and venue for any actions arising out of this Agreement shall be in the Circuit Court of Leon County. The Parties explicitly waive any right to jury trial.

(c) If any provision of this Agreement is in conflict with any applicable statute or rule, or is unenforceable, then that provision shall be null and void only to the extent of the conflict or unenforceability, and that provision shall be severable from and shall not invalidate any other provision of this Agreement.

(d) Any power of approval or disapproval granted to DEO under the terms of this Agreement shall survive the term of this Agreement.

(e) This Agreement may be executed in any number of counterparts, any one of which may be taken as an original.

(f) Subrecipient shall comply with all applicable local, state and federal laws, including the Americans With Disabilities Act of 1990, as amended; the Florida Civil Rights Act, as amended, Chapter 760, Florida Statutes; Title VII of the Civil Rights Act of 1964, as amended; (P.L. 101-336, 42 U.S.C. § 12101 *et seq.*) and laws which prohibit discrimination by public and private entities on in employment, public accommodations, transportation, state and local government services and telecommunications.

(g) Pursuant to Section 287.133(2)(a), F.S., a person or affiliate, as defined in Section 287.133(1), F.S., who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid, proposal or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals or replies on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor or consultant under a contract with any public entity; and may not transact business with any public entity in excess of thirty-five thousand dollars (\$35,000) for a period of thirty-six (36) months following the date of being placed on the convicted vendor list. By executing this Agreement, the Subrecipient represents and warrants that neither it nor any of its affiliates is currently on the convicted vendor list. The Subrecipient shall disclose if it or any of its affiliates is placed on the convicted vendor list.

(h) Pursuant to Section 287.134(2)(a), F.S., an entity or affiliate, as defined in Section 287.134(1), who has been placed on the discriminatory vendor list may not submit a bid, proposal or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals or replies on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor or consultant under a contract with any public entity; and may not transact business with any public entity. By executing this Agreement, the Subrecipient represents and warrants that neither it nor any of its affiliates is currently on the discriminatory vendor list. The Subrecipient shall disclose if it or any of its affiliates is placed on the discriminatory vendor list.

(i) All bills for fees or other compensation for services or expenses shall be submitted in detail sufficient for a proper pre-audit and post-audit thereof.

(j) In the event travel is pre-approved by DEO, any bills for travel expenses shall be submitted and reimbursed in accordance with Section 112.061, F.S., the rules promulgated thereunder and 2 CFR § 200.474.

(k) If Subrecipient is allowed to temporarily invest any advances of funds under this Agreement, any interest income shall either be returned to DEO or be applied against DEO's obligation to pay the Agreement award amount.

(l) Subrecipient acknowledges being subject to Florida's Government in the Sunshine Law (Section 286.011, F.S.) with respect to the meetings of Subrecipient's governing board or the meetings of any

subcommittee making recommendations to the governing board. Subrecipient agrees that all such aforementioned meetings shall be publicly noticed, open to the public and the minutes of all the meetings shall be public records made available to the public in accordance with Chapter 119, F.S.

(m) Subrecipient shall comply with section 519 of P. L. 101-144, the Department of Veterans Affairs and Housing and Urban Development, and Independent Agencies Appropriations Act, 1990; and section 906 of P.L. 101-625, the Cranston-Gonzalez National Affordable Housing Act, 1990, by having, or adopting within ninety (90) days of execution of this Agreement, and enforcing, the following:

1. A policy prohibiting the use of excessive force by law enforcement agencies within its jurisdiction against any individuals engaged in non-violent civil rights demonstrations; and
2. A policy of enforcing applicable State and local laws against physically barring entrance to or exit from a facility or location which is the subject of such non-violent civil rights demonstrations within its jurisdiction.

(n) Upon expiration or termination of this Agreement, Subrecipient shall transfer to DEO any CDBG-MIT funds remaining at the time of expiration or termination, and any accounts receivable attributable to the use of CDBG-MIT funds.

(24) LOBBYING PROHIBITION

(a) No funds or other resources received from DEO under this Agreement may be used directly or indirectly to influence legislation or any other official action by the Florida Legislature or any state agency.

(b) The Subrecipient certifies, by its signature to this Agreement, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the Subrecipient, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress or an employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any general loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment or modification of any federal contract, grant, loan or cooperative agreement;
2. If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress or an employee of a Member of Congress in connection with this Federal contract, grant, loan or cooperative agreement, the Subrecipient shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions; and
3. Subrecipient shall require that this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose as described in this Agreement. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31 U.S.C. § 1352. Any person who fails to file the required certification shall be subject to a civil penalty of not less than ten thousand dollars (\$10,000) and not more than one hundred thousand dollars (\$100,000) for each such failure.

(25) COPYRIGHT, PATENT AND TRADEMARK

Any and all patent rights accruing under or in connection with the performance of this Agreement are hereby reserved to the State of Florida. Any and all copyrights accruing under or in connection with the performance of this Agreement are hereby transferred by Subrecipient to the State of Florida.

(a) If the Subrecipient has a pre-existing patent or copyright, Subrecipient shall retain all rights and entitlements to that pre-existing patent or copyright unless this Agreement expressly provides otherwise.

(b) If any discovery or invention is developed in the course of or as a result of work or services performed under this Agreement or in any way connected with it, Subrecipient shall refer the discovery or

invention to DEO for a determination whether the State of Florida will seek patent protection in its name. Any patent rights accruing under or in connection with the performance of this Agreement are reserved to the State of Florida. If any books, manuals, films or other copyrightable material are produced, Subrecipient shall notify DEO. Any copyrights accruing under or in connection with the performance under this Agreement are transferred by the Subrecipient to the State of Florida.

(c) Within thirty (30) calendar days of execution of this Agreement, Subrecipient shall disclose all intellectual properties relating to the performance of this Agreement which give rise to a patent or copyright. Subrecipient shall retain all rights and entitlements to any pre-existing intellectual property which is so disclosed. Failure to disclose will indicate that no such property exists, and DEO shall have the right to all patents and copyrights which accrue during performance of this Agreement.

(26) LEGAL AUTHORIZATION

(a) Subrecipient certifies that it has the legal authority to receive the funds under this Agreement and that its governing body has authorized the execution and acceptance of this Agreement. Subrecipient certifies that the undersigned person has the authority to legally execute and bind the Subrecipient to the terms of this Agreement. DEO may, at its discretion, request documentation evidencing the undersigned has authority to bind Subrecipient to this Agreement as of the date of execution; any such documentation is incorporated herein by reference.

(b) Prior to the execution of this Agreement, Subrecipient warrants that, to the best of its knowledge, there is no pending or threatened action, proceeding, investigation or any other legal or financial condition that would in any way prohibit, restrain or diminish Subrecipient's ability to satisfy its obligations. Subrecipient shall immediately notify DEO in writing if its ability to perform is compromised in any manner during the term of this Agreement.

(27) PUBLIC RECORD RESPONSIBILITIES

(a) In addition to Subrecipient's responsibility to directly respond to each request it receives for records, in conjunction with this Agreement and to provide the applicable public records in response to such request, Subrecipient shall notify DEO of the receipt and content of all such requests by sending an email to PRRequest@deo.myflorida.com within one (1) business day from receipt of the request.

(b) Subrecipient shall keep and maintain public records required by DEO to perform the Subrecipient's responsibilities hereunder. Subrecipient shall, upon request from DEO's custodian of public records, provide DEO with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided by Chapter 119, F.S., or as otherwise provided by law. Subrecipient shall allow public access to all documents, papers, letters or other materials made or received by the Subrecipient in conjunction with this Agreement, unless the records are exempt from Article I, Section 24(a) of the Florida Constitution and Section 119.07(1), F.S. For records made or received by Subrecipient in conjunction with this Agreement, Subrecipient shall respond to requests to inspect or copy such records in accordance with Chapter 119, F.S. For all such requests for records that are public records, as public records are defined in Section 119.011, F.S., Subrecipient shall be responsible for providing such public records per the cost structure provided in Chapter 119, F.S., and in accordance with all other requirements of Chapter 119, F.S., or as otherwise provided by law.

(c) This Agreement may be terminated by DEO for refusal by Subrecipient to comply with Florida's public records laws or to allow public access to any public record made or received by the Subrecipient in conjunction with this Agreement.

(d) If, for purposes of this Agreement, Subrecipient is a "contractor" as defined in Section 119.0701(1)(a), F.S. ("Subrecipient-contractor"), the Subrecipient-contractor shall transfer to DEO, at no cost to DEO, all public records upon completion including termination, of this Agreement or keep and maintain public records required by DEO to perform the service. If Subrecipient-contractor transfers all

public records to the public agency upon completion of this Agreement, Subrecipient-contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If Subrecipient-contractor keeps and maintains public records upon completion of the Agreement, the Subrecipient-contractor shall meet all applicable requirements for retaining public records in accordance with Chapters 119 and 257, F.S. All records stored electronically must be provided to DEO, upon request from DEO's custodian of public records, in a format that is compatible with the information technology systems of DEO.

(e) If DEO does not possess a record requested through a public records request, DEO shall notify Subrecipient-contractor of the request as soon as practicable, and the Subrecipient-contractor must provide the records to DEO or allow the records to be inspected or copied within a reasonable time, but in all cases within fourteen business days. If the Subrecipient-contractor does not comply with DEO's request for records, DEO shall enforce the provisions set forth in this Agreement. Subrecipient-contractor who fails to provide public records to DEO within a reasonable time may be subject to penalties under Section 119.10, F.S.

(f) Subrecipient shall notify DEO verbally within twenty-four (24) hours and in writing within seventy-two (72) hours if any data in the Subrecipient's possession related to this Agreement is subpoenaed or improperly used, copied or removed (except in the ordinary course of business) by anyone except an authorized representative of DEO. Subrecipient shall cooperate with DEO, in taking all steps as DEO deems advisable, to prevent misuse, regain possession or otherwise protect the State's rights and the data subject's privacy.

(g) Subrecipient acknowledges DEO is subject to the provisions of Chapter 119, F.S., relating to public records and that reports, invoices and other documents Subrecipient submits to DEO under this Agreement constitute public records under Florida Statutes. Subrecipient shall cooperate with DEO regarding DEO's efforts to comply with the requirements of Chapter 119, F.S.

(h) If Subrecipient submits records to DEO that are confidential and exempt from public disclosure as trade secrets or proprietary confidential business information, such records should be identified as such by Subrecipient prior to submittal to DEO. Failure to identify the legal basis for each exemption from the requirements of Chapter 119, F.S., prior to submittal of the record to DEO serves as the Subrecipient's waiver of a claim of exemption. Subrecipient shall ensure public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of this Agreement term and following completion of this Agreement if the Subrecipient-contractor does not transfer the records to DEO upon completion, including termination, of this Agreement.

(i) IF SUBRECIPIENT-CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE SUBRECIPIENT-CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS by telephone at 850-245-7140, via email at PRRequest@deo.myflorida.com, or by mail at Department of Economic Opportunity, Public Records Coordinator, 107 East Madison Street, Caldwell Building, Tallahassee, Florida 32399-4128.

(j) To the extent allowable by law, Subrecipient shall be fully liable for the actions of its agents, employees, partners, contractors and subcontractors and shall fully indemnify, defend, and hold harmless the State and DEO, and their officers, agents and employees, from suits, actions, damages, and costs of

every name and description, including attorneys' fees, arising from or relating to public record requests or public record law violation(s), alleged to be caused in whole or in part by the Subrecipient, its agents, employees, partners, contractors or subcontractors, provided, however, Subrecipient does not indemnify for that portion of any costs or damages proximately caused by the negligent act or omission of the State or DEO. DEO, in its sole discretion, has the right, but not the obligation, to enforce this indemnification provision.

(k) DEO does not endorse any Subrecipient, commodity, or service. Subject to Chapter 119, F.S., Subrecipient shall not publicly disseminate any information concerning this Agreement without prior written approval from DEO, including, but not limited to, mentioning this Agreement in a press release or other promotional material, identifying DEO or the State as a reference, or otherwise linking Subrecipient's name and either a description of the Agreement or the name of DEO or the State in any material published, either in print or electronically, to any other entity that is not a Party to this Agreement, except potential or actual employees, agents, representatives or subcontractors with the professional skills necessary to perform the work services required by the Agreement.

(l) Subrecipient shall comply with the requirements set forth in Section 119.0701, F.S., when entering into any public agency contract for services after the Effective Date of this Agreement. Subrecipient shall amend each of the Subrecipient's public agency contracts for services already in effect as of the Effective Date of this Agreement and which contract will or may be funded in whole or in part with any public funds. DEO may terminate this Agreement if the Subrecipient does not comply with this provision.

(28) EMPLOYMENT ELIGIBILITY VERIFICATION

(a) Section 448.095, F.S., requires the following:

1. Every public employer, contractor, and subcontractor shall register with and use the E-Verify system to verify the work authorization status of all newly hired employees. A public employer, contractor, or subcontractor may not enter into a contract unless each party to the contract registers with and uses the E-Verify system.

2. A private employer shall, after making an offer of employment which has been accepted by a person, verify such person's employment eligibility. A private employer is not required to verify the employment eligibility of a continuing employee hired before January 1, 2021. However, if a person is a contract employee retained by a private employer, the private employer must verify the employee's employment eligibility upon the renewal or extension of his or her contract.

(b) E-Verify is an Internet-based system that allows an employer, using information reported on an employee's Form I-9, Employment Eligibility Verification, to determine the eligibility of all new employees hired to work in the United States. There is no charge to employers to use E-Verify. The Department of Homeland Security's E-Verify system can be found at:

<https://www.e-verify.gov/>

(c) If the Recipient does not use E-Verify, the Recipient shall enroll in the E-Verify system prior to hiring any new employee or retaining any contract employee after the effective date of this Agreement.

(29) PROGRAM INCOME

(a) The Subrecipient shall report to DEO all program income (as defined at 24 CFR § 570.500(a) or in the Federal Register Guidance governing the CDBG-MIT funds) generated by activities carried out with CDBG-MIT funds made available under this Agreement as part of the Subrecipient's Quarterly Progress Report. The Subrecipient shall use program income in accordance with the applicable requirements of 24 CFR part 200, 24 CFR part 570.489, 570.500, 570.504 and the terms of this Agreement.

(b) Program income generated after closeout shall be returned to DEO. Program income generated prior to closeout shall be returned to DEO unless the program income is used to fund additional units of CDBG-MIT activities, specified in a modification to this Agreement and duly executed prior to administrative closeout.

(30) NATIONAL OBJECTIVES

All activities funded with CDBG-MIT funds must meet the criteria for one of the CDBG program's National Objectives. The Subrecipient certifies that the activities carried out under this Agreement shall meet the following national objectives and satisfy the following criteria:

- (a) Benefit low and moderate income;
- (b) Meet a particularly urgent need;
- (c) Aid in the prevention or elimination of slums or blight.

(31) INDEPENDENT CONTRACTOR

(a) In Subrecipient's performance of its duties and responsibilities under this Agreement, it is mutually understood and agreed Subrecipient is at all times acting and performing as an independent contractor. Nothing in this Agreement is intended to or shall be deemed to constitute an employer/employee relationship, partnership or joint venture between the Parties. Subrecipient shall at all times remain an independent contractor with respect to the services to be performed under this Agreement. Nothing in this Agreement shall be construed to create any agency or employment relationship between DEO Subrecipient, its employees, subcontractors or agents. Neither Party shall have any right, power or authority to assume, create or incur any expense, liability or obligation, express or implied, on behalf of the other.

(b) Subrecipient, its officers, agents, employees, subcontractors or assignees, in performance of this Agreement shall act in the capacity of an independent contractor and not as an officer, employee, agent, joint venturer, or partner of the State of Florida.

(c) Subrecipient shall have sole right to control the manner, method and means by which the services required by this Agreement are performed. DEO shall not be responsible to hire, supervise or pay Subrecipient's employees. Neither Subrecipient, nor its officers, agents, employees, subcontractors or assignees are entitled to State retirement or State leave benefits, or to any other compensation of State employment as a result of performing the duties and obligations of this Agreement.

(d) Subrecipient agrees to take such actions as may be necessary to ensure that each subcontractor will be deemed to be an independent contractor and will not be considered or permitted to be an agent, employee, servant, joint venturer or partner of the State of Florida.

(e) Unless justified by the Subrecipient, and agreed to by DEO in the Scope of Work, DEO will not furnish services of support (*e.g.*, office space, office supplies, telephone service, secretarial or clerical support) to the Subrecipient or its subcontractor or assignee.

(f) DEO shall not be responsible for withholding taxes with respect to the Subrecipient's use of funds under this Agreement. Subrecipient shall have no claim against DEO for vacation pay, sick leave, retirement benefits, social security, workers' compensation, health or disability benefits, reemployment assistance benefits or employee benefits of any kind. Subrecipient shall ensure that its employees, subcontractors and other agents, receive benefits and necessary insurance (health, workers' compensation, reemployment assistance benefits) from an employer other than the State of Florida.

(g) Subrecipient, at all times during the Agreement, must comply with the reporting and Reemployment Assistance contribution payment requirements of Chapter 443, F.S.

(h) DEO shall not be responsible the provision of any training to Subrecipient, its employees, assigns, agents, representatives or subcontractors in the professional skills necessary to perform the work services required by this Agreement; DEO may provide training in the form of an Implementation Workshop in keeping with implementation

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State of Florida
Department of Economic Opportunity
Federally Funded Subrecipient Agreement
Signature Page

IN WITNESS THEREOF, and in consideration of the mutual covenants set forth above and, in the attachments and exhibits hereto, the Parties executed this Agreement by their duly authorized undersigned officials.

CITY OF AVON PARK, FLORIDA

DEPARTMENT OF ECONOMIC
OPPORTUNITY

By


Signature
Garrett Anderson

By

Signature
Meredith Ivey

Title

Mayor

Title

Chief of Staff

Date
Federal

3/28/2022

Date

4/12/2022

Tax ID #
DUNS #

59-6000269
024831232

Approved as to form and legal sufficiency, subject only to full and proper execution by the Parties.

OFFICE OF GENERAL COUNSEL
DEPARTMENT OF ECONOMIC OPPORTUNITY x

DocuSigned by:

Bv- J -----

4/6/2022
Approved Date: _____

Attachment A – Project Description and Deliverables

1. **PROGRAM DESCRIPTION:** In April 2018, the U.S. Department of Housing and Urban Development (HUD) announced the State of Florida, Department of Economic Opportunity (DEO) would receive \$633,485,000 in funding to support long-term mitigation efforts following declared disasters in 2016 and 2017 through HUD's Community Development Block Grant Mitigation (CDBG-MIT) program. Awards were distributed on a competitive basis targeting HUD designated Most Impacted and Distressed (MID) Areas, primarily addressing the Benefits to Low-to-Moderate Income (LMI) National Objective. Additional information may be found in the Federal Register, Vol. 84, No. 169.

The Florida Department of Economic Opportunity (DEO) has apportioned the Federal Award to include the following initiatives: Critical Facility Hardening Program \$75,000,000; General Planning Support Program \$20,000,000; General Infrastructure Program \$475,000,000; and State Planning and Administration \$63,485,000.

This award has been granted under the **General Infrastructure Program (GIP)**. Projects eligible for, but not limited to, funding under this program are infrastructure investments related to the following:

- Restoration of critical infrastructure
- Re-nourishment of protective coastal dune systems and state beaches
- Building or fortifying buildings that are essential to the health, safety and welfare of a community
- Rehabilitation or construction of stormwater management systems
- Improvements to drainage facilities
- Reconstruction of lift stations and sewage treatment plants
- Road repair and improvement and bridge strengthening

2. **PROJECT DESCRIPTION:** The City of Avon Park, Florida has been awarded Six Hundred Seventy Thousand Six Hundred Twenty Three Dollars and Zero Cents (\$670,623.00) in CDBG-MIT (Community Development Block Grant – Mitigation) funding to overhaul the city's drinking water system, creating one that will ensure safe drinking water standards are met. The city's water system is deemed a critical facility as drinking water quality directly impacts the health and safety of the city's population. The mitigation activities consist of installation (directional bore) of 250 linear feet (LF) of 12" pipe under Hwy 27, installation of two chlorine skids systems and program logic controls at both the Crystal Lake and Glenwood water treatment plants, installment of 5,000 linear feet of PVC pipes. and add a bore for increased water pressure.

This project will satisfy the Low-to-Moderate Income (LMI) National Objective with a service area LMI of 60%. The project is estimated to begin June 1, 2022 and is expected to be completed within 48 months at a cost of \$670, 623.00. There are no leveraged or matching funds included in this project. The team overseeing this project consists of the Project Manager (PM), City Manager, City Clerk, Utility Manager and Utility Director, and selected contractor(s).

3. **SUBRECIPIENT RESPONSIBILITIES: Subrecipient shall:**

- A. Complete and submit to DEO within thirty (30) days of Agreement execution a staffing plan which must be reviewed and approved by the DEO Grant Manager prior to implementation. Should any changes to the staffing plan be deemed necessary, an updated plan must be submitted to DEO for review and approval. The Staffing plan must include the following:
 1. Organizational Chart; and

2. Job descriptions for Subrecipient's employees, contracted staff, vendors, and contractors.
- B. Develop and submit a copy of the following policies and procedures to the DEO Grant Manager for review and approval within thirty (30) days of Agreement execution. The DEO Grant Manager will provide approval in writing prior to the policies and procedures being implemented.
 1. Procurement policies and procedures that incorporate 2 CFR Part 200.317-327.
 2. Administrative financial management policies, which must comply with all applicable HUD CDBG-MIT and State of Florida rules.
 3. Quality assurance and quality control system policies and procedures that comply with all applicable HUD CDBG-MIT and DEO policies.
 4. Policies and procedures to detect and prevent fraud, waste and abuse that describe how the Subrecipient will verify the accuracy of applicant information, monitoring policy indicating how and why monitoring is conducted, the frequency of monitoring policy, and which items will be monitored, and procedures for referring instances of fraud, waste and abuse to HUD OIG Fraud Hotline (phone: 1-800-347-3735 or email hotline@hudoig.gov).
 5. Policies and procedures for the requirements under 2 CFR 200 Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Award.
- C. Attend fraud related training offered by HUD OIG to assist in the proper management of the CDBG-MIT grant funds when available.
- D. Upload required documents into a system of record provided by DEO.
- E. Complete and submit an updated Project Budget (Attachment B) for review and approval by DEO no later than thirty (30) days after Agreement execution. Any changes to the Project Budget must be submitted in the monthly report submitted to DEO for review and approval by the DEO Grant Manager.
- F. Maintain organized Subrecipient agreement files and make them accessible to DEO or its representatives upon request.
- G. Comply with all terms and conditions of the Subrecipient Agreement, Infrastructure Program Guidelines, Action Plans, Action Plan amendments, and Federal, State, and local laws.
- H. Provide copies of all proposed procurement documents to DEO ten (10) days prior to posting as detailed in Attachment D of Subrecipient Agreement. The proposed procurement documents will be reviewed and approved by DEO Grant Manager. Should the procurement documents require revisions based on state or federal requirements, Subrecipient will be required to postpone procurement and submit revised documents for review and approval.
- I. Complete procurement of all applicants for internal grants management and compliance and direct program and product production, including:
 1. Selection of applicants, subrecipients and/or staff that will be responsible for managing applicant intake and related operations, compliance, finance, and administration.
 2. Selection of applicants, subrecipients and/or staff that will be responsible for appraisal, environmental review, title services and legal services.
 3. Copies of all contracts that will be executed by Subrecipient. Contracts must be provided to DEO prior to execution as detailed in Attachment D. Any contract executed by Subrecipient must follow the terms and conditions set forth in this Agreement. Should the submitted contract require necessary additions and/or changes, DEO's Contract Manager will contact Subrecipient regarding changes. Subrecipient is required to submit the updated contract within thirty (30) days. Should the contract not be submitted in a timely manner, Subrecipient will be required to complete the selection process once more.
- J. Ensure all projects seeking assistance under the current CDBG-MIT funds, and any future funds allocated for Mitigation, provided by DEO, receive the required Environmental Clearance from DEO prior to Subrecipient being able to commit CDBG-MIT funds.
- K. Provide the following documentation to DEO within ten (10) calendars after the end of each month:
 1. A revised detail report measuring the actual cost versus the project cost.

2. An updated Attachment C which documents any changes to the project progress along with justification for the revision.
- L. Develop and submit to DEO a monthly revised detailed timeline for implementation consistent with the milestones outlined in the Mitigation Program Guidelines and report actual progress against the projected progress ten (10) calendar days after the end of each month.
- M. Provide the following information on a quarterly basis within ten (10) calendar days of the end of each quarter:
 1. Submit updated organization chart on a quarterly basis with quarterly report.
 2. Details on staffing changes in accordance with Section 3.A.
 3. A progress report documenting the following information:
 - a. Accomplishments within the past quarter;
 - b. Issues or risks that have been faced with resolutions; and
 - c. Projected activities to be completed within the following quarter.
- N. Subrecipient shall adhere to the deadlines for the project as agreed upon in the Attachment C – Activity Work Plan. If Subrecipient is unable to meet a deadline within thirty (30) calendar days of the due date, Subrecipient shall request an extension of such deadline from DEO in writing at least thirty (30) business days prior to the deadline. Deadlines shall not be extended outside of the term of this Agreement except by a formal amendment executed in accordance with Section (5) Modification of Agreement.
- O. Close out report will be due no later than sixty (60) calendar days after this Agreement ends or is otherwise terminated.

4. ELIGIBLE TASKS AND DELIVERABLES:

A. Deliverable 1– Program Implementation

1. Maintain project files
2. Review of weekly Davis-Bacon payroll(s) for accuracy and compliance
3. Manage project activities, schedules, record review, DEO monitoring visits
4. Conduct oversight and monitoring activities
5. Engineering inspections during construction
6. Conduct complete environmental review/assessment in accordance with 24 CFR Part 58. Review and submit document “Environmental Review for Activity/Project that is Exempt or Categorically Excluded Not Subject to Section 58.5 Pursuant to 24 CFR Part 58.34(a) and 58.35(b)”.

B. Deliverable 2- Engineering and Design

1. Procure Florida licensed Architectural/Engineering (A/E) Services which include coordinating with utility companies to minimize potential relocations, reviewing reports/drawings, etc., of existing utilities, and providing geotechnical soil profile results.
2. Prepare construction contract documents, bidding documents, general and supplementary conditions, technical specifications and design/working drawings showing extent of project reporting at 30%, 60%, 90% design and final.

C. Deliverable 3 – Construction

Hire Florida license contractor to:

1. Install chlorine skids and program logic controls in the Crystal Lake Plant in accordance with approved design plans.
2. Install chlorine skids and program logic controls in the Glenwood Plant in accordance with the

- approved design plans.
3. Procure and replace 5,000 LF (linear feet) of existing asbestos water pipe, landscaping and restoration included, in accordance with the approved design plans.
 4. Procure and install 250 LF (linear feet) of 12-inch directional bore under US Highway 27.

5. DEO RESPONSIBILITIES:

- A. Monitor the ongoing activities of Subrecipient to ensure all activities are being performed in accordance with the Agreement to the extent required by law or deemed necessary by DEO in its discretion.
- B. Assign a Grant Manager as a point of contact for Subrecipient.
- C. Review Subrecipient's invoices described herein and process them on a timely basis.
- D. DEO shall monitor progress, review reports, conduct site visits, as DEO determines necessary at DEO's sole and absolute discretion, and process payments to Subrecipient.

6. DELIVERABLES:

Subrecipient agrees to provide the following services as specified:

Deliverable 1 – Program Implementation		
Task:	Minimum Level of Service:	Financial Consequences:
Subrecipient may provide Project Implementation activities as identified in Section 4.A of this Scope of Work which shall be reimbursed upon satisfactory completion of an eligible task as detailed in Deliverables 2 through 3 of this Scope of Work.	Subrecipient may request reimbursement upon completion of a minimum of one (1) task on a per completed task basis associated with a completed task as identified in Deliverables 2 through 3 of this Scope of Work as evidenced by submittal of the following documentation: 1) Completed Environmental Review Record (ERR) (if applicable); 2) Payroll documentation; 3) Engineering inspection report(s) (if applicable); 4) Documentation for and attendance of monitoring visits by DEO (if applicable); and 5) Invoice package in accordance with Section 7 of this Scope of Work.	Failure to complete the Minimum Level of Service as specified shall result in non-payment for this deliverable.
Deliverable No. 1 Cost: \$49,623.00		
Deliverable 2– Engineering and Design		
Task:	Minimum Level of Service:	Financial Consequences:

Subrecipient shall complete tasks as detailed in Section 4.B of this Scope of Work.	Subrecipient may request reimbursement upon completion of the tasks listed in Section 4.B of the Scope of Work as evidenced by submittal of the following documentation: 1) Copy of all bidding documents; 2) Copy of Engineering services contract; 3) Copy of any recommendations; 4) Final design documents including drawings, milestones and cost estimates; 5) Staff payroll documentation (if applicable); and 6) Invoice package in accordance with Section 7 of this Scope of Work.	Failure to complete the Minimum Level of Service as specified shall result in non-payment for this deliverable.
Deliverable No. 2 Cost: \$96,000.00		
Deliverable 3- Construction		
Task:	Minimum Level of Service:	Financial Consequences:
Subrecipient shall complete tasks as detailed in Section 4.C of this Scope of Work.	Subrecipient may request reimbursement upon completion of the tasks listed in 4.C of the Scope of Work, or upon completion of construction at the 30%, 60%, 90% and closeout milestones. All reimbursement requests must be evidenced by submittal of the following documentation: 1) AIA forms G702/G703, or their substantive equivalent, certifying that the project, or a quantifiable portion of the project is complete.; 2) Photographs of the completed project, or progress made; and 3) Invoice package in accordance with Section 7 of this Scope of Work.	Failure to complete the Minimum Level of Service as specified shall result in non-payment for this deliverable.
Deliverable No. 3 Cost: \$525,000.00		
Total Project Costs Not to Exceed: \$670,623.00		

COST SHIFTING: The deliverable amounts specified within the Deliverables tables above are established based on the Parties estimation of sufficient delivery of services fulfilling grant purposes under the Agreement in order to designate payment points during the Agreement Period; however, this is not intended to restrict DEO's ability to approve and reimburse allowable costs Subrecipient incurred providing the deliverables herein. Prior written approval from DEO's Grant Manager is required for changes to the above Deliverable amounts that do not exceed 10% of each deliverable total funding amount. Changes that exceed 10% of each deliverable total funding amount will require a formal written amendment request from Subrecipient, as described in

Modification section of the Agreement. Regardless, in no event shall DEO reimburse costs of more than the total amount of this Agreement.

7. INVOICE SUBMITTAL:

DEO shall reimburse Subrecipient in accordance with Section 6, above. In accordance with the Funding Requirements of s. 215.971(1), F.S. and Section 21 of this Agreement, Subrecipient and its subcontractors may only expend funding under this Agreement for allowable costs resulting from obligations incurred during this Agreement. To be eligible for reimbursement, costs must be in compliance with laws, rules and regulations applicable to expenditures of State funds, including, but not limited to, the Reference Guide for State Expenditures

(<https://www.myfloridacfo.com/Division/AA/Manuals/documents/ReferenceGuideforStateExpenditures.pdf>).

- A. Subrecipient shall provide one invoice for services rendered during the applicable period of time. In any month no deliverable has been completed, the subrecipient will provide notice that no invoicing will be submitted.
- B. The following documents shall be submitted with the itemized invoice:
 1. A cover letter signed by Subrecipient's Agreement Manager certifying that the costs being claimed in the invoice package: (1) are specifically for the project represented to the State in the budget appropriation; (2) are for one or more of the components as stated in Section 4, DELIVERABLES, of this Attachment A; (3) have been paid; and (4) were incurred during this Agreement.
 2. Subrecipient's invoices shall include the date, period in which work was performed, amount of reimbursement, and work completed to date;
 3. A certification by a licensed professional using AIA forms G702 and G703, or their substantive equivalents, certifying that the project, or a quantifiable portion of the project, is complete.
 4. Photographs of the project in progress and completed work;
 5. A copy of all supporting documentation for vendor payments;
 6. A copy of the bank statement that includes the cancelled check or evidence of electronic funds transfer. The State may require any other information from Subrecipient that the State deems necessary to verify that the services have been rendered under this Agreement.
- C. Subrecipient's invoice and all documentation necessary to support payment requests must be submitted into DEO's Subrecipient Management Reporting Application (SERA). Further instruction on SERA invoicing and reporting, along with a copy of the invoice template, will be provided upon execution of the Agreement.

~ Remainder of this page is intentionally left blank ~

Attachment B – Project Budget (Example)

Contract Number:

Modification Number:

Subrecipient:

Activity/Project		National Objective					Beneficiaries			Budget			
Activity	Description y	LMI	Slum & Blight	Urgent	VLI	LI	MI	Non-LMI	Total	CDBG-Amount	Other Funds	Source	Total Funds
1. Housing Program - Homeowner Service Project (Example Activities)													
	Home Repair												
	Reconstruction												
	Replacement of Manufactured Homes												
	Temporary Rental and Mortgage Assistance												
	Buyout / Acquisition for Redevelopment												
2. Housing Program - Supportive Housing Initiative PUD Rental Housing Project (Example Activities)													
3. Public Facilities Program – Unified Service Center (Example Activities)													
4. Infrastructure Program (Example Activities)													
	Armstrong Drainage Project												
	Hastings Phase I Sewer												
	Hastings Phase II Sewer												

	Oyster Creek Basin Improvements																		
	Orange Street Drainage																		
	Avenue D Drainage																		
	St. Augustine - Lake Maria Sanchez HMGP Match Drainage																		
	St. Augustine Blvd & Cypress Rd Drainage																		
5.	Administration																		
6.	Planning																		
	Totals:																		

•Show the sources and amounts of Other Funds needed to complete the project below, including local funds, grants from other agencies and program income.

Source of Other Funds	Amount
1.	
2.	
3.	
4.	

Attachment C – Activity Work Plan (Example)

Subrecipient	Activity:	Project Budget:
Contract Number:	Date Prepared:	Modification Number:

Start Date (month /year)	End Date (month /year)	Describe Proposed Action	Activity	Description	Deliverable	Associated Task	CDBG-MIT Funding	Local/Match Funding	Estimated Funds by End Date

DEO Agreement No.: MT039

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Attachment D – Program and Special Conditions

1. The Subrecipient shall demonstrate that progress is being made in completing project activities in a timely fashion pursuant to the activity work plan. If the Subrecipient does not comply with the activity work plan schedule, a justification for the delay and a plan for timely accomplishment shall be submitted to DEO within 21 calendar days of receiving DEO's request for justification for the delay. Any project for which the Subrecipient has not completed the activities listed in the Activity Work Plan may be rescinded unless DEO agrees that the Subrecipient has provided adequate justification for the delay.
2. The Subrecipient shall maintain records of expenditure of funds from all sources that will allow accurate and ready comparison between the expenditures and the budget/activity line items as defined in the Project Detail Budget and Activity Work Plan.
3. The Subrecipient shall request DEO's approval for all professional services contracts and/or agreements that will be reimbursed with CDBG-MIT funds. Copies of the following procurement documents must be provided to DEO for review:
 - a. When publication of a Request for Proposal (RFP) is used as a means of solicitation, a copy of the advertisement, including an affidavit of publication;
 - b. DEO will either approve the procurement or notify the Subrecipient that the procurement cannot be approved because it violates State, Federal or local procurement guidelines. The Subrecipient shall notify DEO in writing no later than 90 calendar days from the effective date of this agreement if it will not be procuring any professional services or if it will be using non-CDBG-MIT funds to pay for professional services.
4. Prior to the obligation or disbursement of any funds, except for administrative expenses and not to exceed \$5000, the Subrecipient shall complete the following:
 - a. Submit for DEO's approval the documentation required in paragraph 3 above for any professional services contract. The Subrecipient proceeds at its own risk if more than the specified amount is incurred before DEO approves the procurement. If DEO does not approve the procurement of a professional services contract, the local government will not be able to use CDBG-MIT funds for that contract beyond \$5,000.
 - b. Comply with 24 CFR part 58 and the regulations implementing the National Environmental Policy Act, 40 CFR §§ 1500-1508. When the Subrecipient has completed the environmental review process, it shall submit a Request for Release of Funds and Certification. DEO will issue an Authority to Use Grant Funds (form HUD-7015.16) when this condition has been fulfilled to the satisfaction of DEO. If DEO has not issued an Authority to use Grant Funds within 15 days of Subrecipient's submission of the required documentation, DEO shall provide the Subrecipient a written update regarding the status of the review process. **SUBRECIPIENT SHALL NOT BEGIN CONSTRUCTION BEFORE DEO HAS ISSUED THE "AUTHORITY TO USE GRANT FUNDS."**
5. The Subrecipient agrees to comply with the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended (42 U.S.C. §§ 4601-4655; hereinafter, the "URA"), implementing regulations at 24 CFR part 42, 49 CFR part 24 and 24 CFR § 570.606(b), the requirements of 24 CFR § 42.325 – 42.350 governing the Residential Anti-displacement and Relocation Assistance Plan under section 104(d) of the Housing and Community Development Act of 1974 (42 U.S.C. § 5304(d)), and the requirements in 24 CFR § 570.606(d), governing optional relocation assistance policies.
6. If the Subrecipient undertakes any activity subject to the URA, the Subrecipient shall document completion of the acquisition by submitting all documentation required for a desk monitoring of the acquisition, including a notice to property owners of his or her rights under the URA, an invitation to accompany the appraiser, all appraisals, offer to the owner, acceptance, contract for sale, statement of settlement costs, copy of deed, waiver of rights (for donations), as applicable. The documentation shall be submitted prior to completing the acquisition (closing) so that DEO can

determine whether remedial action may be needed. The Subrecipient shall provide relocation assistance to displaced persons as defined by 24 CFR § 570.606(b)(2), that are displaced as a direct result of acquisition, rehabilitation, demolition, or conversion for a CDBG-assisted project.

7. The Subrecipient shall timely submit completed forms for all prime and subcontractors as required by this Agreement, DEO, HUD, and applicable, regulations and guidance laws, specifically including but not limited to:
 - a. Certification Regarding Debarment, Suspension, and Other Responsibility Matters (Primary Covered Transactions);
 - b. Section 3 Participation Report (Construction Prime Contractor);
 - c. Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion (Subcontractor), (if applicable); and
 - d. Section 3 Participation Report (Construction Subcontractor), (if applicable).
8. In addition, each construction contract or agreement for new or replacement housing must contain language that requires the contractor to meet the Green Building Standard for Replacement and New Construction of Residential Housing, as defined in the Allocation notice published in the Federal Register Volume 81, Number 224 on Monday, November 21, 2016.
9. For each Request for Funds (RFF) that includes reimbursement of construction costs, the Subrecipient shall provide a copy of the American Institute of Architects (AIA) form G702, Application and Certification for Payment, or a comparable form approved by DEO, signed by the contractor and inspection engineer, and a copy of form G703, Continuation Sheet, or a comparable form approved by DEO. For each RFF that includes construction costs, the Subrecipient shall provide a copy of AIA form G702, or a comparable form approved by DEO, if applicable, signed by the contractor and the local building inspector or housing specialist and a copy of form G703, or a comparable form approved by DEO, if applicable.
10. For each project, when the Subrecipient issues the Notice to Proceed to the contractor(s), copies of the following documents shall be sent to DEO:
 - a. Notice to Proceed;
 - b. The contractor's performance bond (100 percent of the contract price); and
 - c. The contractor's payment bond (100 percent of the contract price).
11. The Subrecipient shall undertake an activity each quarter to affirmatively further fair housing pursuant to 24 CFR § 570.487(b).
12. The Subrecipient shall ensure that a deed restriction is recorded on any real property or facility, excluding easements, acquired with CDBG-MIT funds. This restriction shall limit the use of that real property or facility to the use stated in the subgrant application and that title shall remain in the name of the Subrecipient. Such deed restriction shall be made a part of the public records in the Clerk of Court of the county in which the real property is located. Any future disposition of that real property shall be in accordance with 24 CFR § 570.505. Any future change of use of real property shall be in accordance with 24 CFR § 570.489(j).
13. The Subrecipient shall comply with the historic preservation requirements of the National Historic Preservation Act of 1966, as amended, the procedures set forth in 36 CFR part 800, and the Secretary of the Interior's Standards for Rehabilitation, codified at 36 CFR 67, and Guidelines for Rehabilitating Historic Buildings.
14. Pursuant to section 102(b), Public Law 101-235, 42 U.S.C. § 3545, the Subrecipient shall update and submit Form HUD 2880 to DEO within thirty (30) calendar days of the Subrecipient's knowledge of changes in situations which would require that updates be prepared. The Subrecipient must disclose:
 - a. All developers, contractors, consultants and engineers involved in the application or in the planning, development or implementation of the project or CDBG- MIT-funded activity; and

- b. Any person or entity that has a financial interest in the project or activity that exceeds \$50,000 or 10 percent of the grant, whichever is less.
- 15. If required, the Subrecipient shall submit a final Form HUD 2880, to DEO with the Subrecipient's request for administrative closeout, and its absence or incompleteness shall be cause for rejection of the administrative closeout.
- 16. Conflicts of interest relating to procurement shall be addressed pursuant to 24 CFR § 570.489(g). Title 24 CFR § 570.489(h) shall apply in all conflicts of interest not governed by 24 CFR § 570.489(g), such as those relating to the acquisition or disposition of real property; CDBG-MIT financial assistance to beneficiaries, businesses or other third parties; or any other financial interest, whether real or perceived. Additionally, the Subrecipient agrees to comply with, and this Agreement is subject to, Chapter 112 F.S.
- 17. Any payment by the Subrecipient using CDBG-MIT funds for acquisition of any property, right-of-way, or easement that exceeds fair market value as determined through the appraisal process established in HUD Handbook 1378 shall be approved in writing by DEO prior to distribution of the funds. Should the Recipient fail to obtain DEO pre-approval, any portion of the cost of the acquisition exceeding Fair Market Value shall not be paid or reimbursed with CDBG-MIT funds.
- 18. The Subrecipient shall take photographs or video of all activity locations prior to initiating any construction. As the construction progresses, additional photography or videography shall document the ongoing improvements. Upon completion of construction, final documentation of the activity locations will be provided to DEO with the administrative closeout package for this Agreement.
- 19. If an activity is designed by an engineer, architect or other licensed professional, it shall be certified upon completion by a licensed professional as meeting the specifications of the design, as may have been amended by change orders. The date of completion of construction shall be noted as part of the certification. This certification shall be accomplished prior to submission of an administrative closeout package and a copy of the certification shall be submitted with the administrative closeout package.

Attachment E – State and Federal Statutes, Regulations, and Policies

The CDBG-MIT funds available to the Subrecipient through this agreement constitute a subaward of DEO's Federal award under the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, 2 CFR part 200. This agreement includes terms and conditions of DEO's Federal award that are imposed on the Subrecipient and the Subrecipient agrees to carry out its obligations in compliance with all of the obligations described in this Agreement.

The Subrecipient agrees to, and, by signing this Agreement, certifies that, it will comply with all applicable provisions of the Housing and Community Development Act of 1974, as amended, and the regulations at 24 CFR part 570, as modified by the Federal Register notices that govern the use of CDBG-MIT funds available under this agreement. These Federal Register notices include, but are not limited to, Federal Register Guidance Vol. 84, No. 169/Friday, August 30, 2019/Notices, Vol. 81, No. 224/Monday, November 21, 2016/Notices, Volume 83, No. 28/Friday, February 9, 2018/Notices, Volume 82, No. 11/Wednesday, January 18, 2017/Notices, Volume 82, No. 150/Monday, August 7, 2017/Notices, and Vol. 83, No. 157/Tuesday, August 14, 2018/Notices. Notwithstanding the foregoing, (1) the Subrecipient does not assume any of DEO's responsibilities for environmental review, decision-making and action, described in 24 CFR part 58 and (2) the Subrecipient does not assume any of DEO's responsibilities for initiating the review process under the provisions of 24 CFR Part 52. The Subrecipient shall also comply with all other applicable Federal, state and local laws, regulations and policies as now in effect and as may be amended from time to time that govern the use of the CDBG-MIT funds in complying with its obligations under this agreement, regardless of whether CDBG-MIT funds are made available to the Subrecipient on an advance or reimbursement basis.

The Subrecipient also agrees to use funds available under this Agreement to supplement rather than supplant funds otherwise available. The Subrecipient further agrees to comply with all other applicable Federal, State, and local laws, regulations and policies governing the funds provided under this Agreement, including, but not limited to the following:

1. State of Florida Requirement

State of Florida Requirements are stated throughout this Agreement and Attachments thereto.

2. Audits, Inspections and Monitoring

a. Single Audit

The Subrecipient must be audited as required by 2 CFR part 200, subpart F when it is expected that the Subrecipient's Federal awards expended during the respective fiscal year equaled or exceeded the threshold set forth in §200.501 Audit requirements.

b. Inspections and Monitoring

The Subrecipient shall permit DEO and auditors to have access to the Subrecipient's records and financial statements as necessary for DEO to meet the requirements of 2 CFR part 200.

The Subrecipient must submit to monitoring of its activities by DEO as necessary to ensure that the subaward is used for authorized purposes, in compliance with Federal statutes, regulations, and the terms and conditions of this agreement.

This review must include:

- (1) Reviewing financial and performance reports required by DEO;
- (2) Following up and ensuring that the Subrecipient takes timely and appropriate action on all deficiencies pertaining to the Federal award provided to the Subrecipient from DEO detected through audits, on-site reviews, and other means; and
- (3) Issuing a management decision for audit findings pertaining to this Federal award provided to the Subrecipient from DEO as required by 2 CFR §200.521.

c. Corrective Actions

The Subrecipient shall be subject to reviews and audits by DEO, including onsite reviews of the Subrecipient as may be necessary or appropriate to meet the requirements of 42 U.S.C. 5304(e)(2). DEO may issue management decisions and may consider taking enforcement actions if noncompliance is detected during audits. DEO may require the Subrecipient to take timely and appropriate action on all deficiencies pertaining to the Federal award provided to the subrecipient from the pass-through entity detected through audits, on-site. DEO may impose additional conditions on the use of the CDBG-MIT funds to ensure future compliance or provide training and technical assistance as needed to correct noncompliance.

3. Drug-Free Workplace

Subrecipients must comply with drug-free workplace requirements in Subpart B of part 2429, which adopts the government-wide implementation (2 CFR part 182) of sections 5152-5158 of the Drug-Free Workplace Act of 1988 (Pub. L. 100-690, Title V, Subtitle D; 41 U.S.C. 701-707).

4. Procurement and Contractor Oversight

The Subrecipient shall comply with the procurement standards in 2 CFR §200.318 - §200.327 when procuring property and services under this agreement. The Subrecipient shall impose the Subrecipient's obligations under this agreement on its contractors, specifically or by reference, so that such obligations will be binding upon each of its contractors.

The Subrecipient must comply with CDBG regulations regarding debarred or suspended entities, specifically including, 24 CFR 570.609 or 24 CFR 570.489, as applicable. CDBG funds may not be provided to excluded or disqualified persons.

The Subrecipient shall maintain oversight of all activities under this agreement and shall ensure that for any procured contract or agreement, its contractors perform according to the terms and conditions of the procured contracts or agreements, and the terms and conditions of this agreement. To check for debarred or suspended entities, please visit <https://www.sam.gov/SAM/>

5. Property Standards

Real property acquired by the Subrecipient under this agreement shall be subject to 24 CFR 570.489(j) and 24 CFR 570.200(j). The Subrecipient shall also comply with the Property Standards at 2 CFR 200.310, 2 CFR 200.312, 2 CFR 200.314 through 2 CFR 200.316. The Subrecipient shall also comply with 2 CFR 200.313 Equipment, except that when the equipment is sold, the proceeds shall be program income and equipment not needed by the Subrecipient for activities under this agreement shall be transferred to DEO for its CDBG-MIT program or shall be retained after compensating DEO.

The Subrecipient shall also comply with the Property Standards in 2 CFR 200.310 through 2 CFR 200.316, except to the extent they are inconsistent with 24 CFR 570.200(j) and 24 CFR 570.489(j), in which case Subrecipient shall comply with 24 CFR 570.200(j) and 24 CFR 570.489(j), except to the extent that proceeds from the sale of equipment are program income and subject to the program income requirements under this agreement, pursuant to 24 CFR 570.489(e)(1)(ii).

6. Federal Funding Accountability and Transparency Act (FFATA)

The Subrecipient shall comply with the requirements of 2 CFR part 25 Universal Identifier and System for Award Management (SAM). The Subrecipient must have an active registration in SAM, <https://www.sam.gov/SAM/> in accordance with 2 CFR part 25, appendix A, and must have a Data Universal Numbering System (DUNS) number <https://fedgov.dnb.com/webform/>. The Subrecipient must also comply with provisions of the Federal Funding Accountability and Transparency Act, which includes requirements on executive compensation, 2 CFR part 170 Reporting Subaward and Executive Compensation Information.

7. Relocation and Real Property Acquisition

The Subrecipient shall comply with the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended (URA), 42 USC 4601 – 4655, 49 CFR part 24, 24 CFR part 42, and 24 CFR 570.606.

In addition to other URA requirements, these regulations (49 CFR § 24.403(d)) implement Section 414 of the Robert T. Stafford Disaster Relief and Emergency Assistance Act, 42 USC § 5181, which provides that "Notwithstanding any other provision of law, no person otherwise eligible for any kind of replacement housing payment under the URA shall be denied such eligibility as a result of his being unable, because of a major disaster as determined by the President, to meet the occupancy requirements set by such Act".

8. Non-discrimination

a. 24 CFR Part 6

The Subrecipient will comply with 24 CFR part 6, which implements the provisions of section 109 of title I of the Housing and Community Development Act of 1974 (Title I) (42 U.S.C. 5309). Section 109 provides that no person in the United States shall, on the ground of race, color, national origin, religion 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 Federal financial assistance. The Subrecipient will adhere to the prohibitions against discrimination on the basis of age under the Age Discrimination Act of 1975 (42 U.S.C. 6101-6107) (Age Discrimination Act) and the prohibitions against discrimination on the basis of disability under section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 794) (Section 504). Section 109 of the HCDA makes these requirements applicable to programs or activities funded in whole or in part with CDBG-MIT funds. Thus, the Subrecipient shall comply with regulations of 24 CFR part 8, which implement Section 504 for HUD programs, and the regulations of 24 CFR part 146, which implement the Age Discrimination Act for HUD programs.

b. Architectural Barriers Act and the Americans with Disabilities Act

The Subrecipient shall ensure that its activities are consistent with requirements of Architectural Barriers Act and the Americans with Disabilities Act. The Architectural Barriers Act of 1968 (42 U.S.C. 4151-4157) requires certain Federal and Federally funded buildings and other facilities to be designed, constructed, or altered in accordance with standards that ensure accessibility to, and use by, physically handicapped people. A building or facility designed, constructed or altered with funds allocated or reallocated under this part after December 11, 1995 and meets the definition of "residential structure" as defined in 24 CFR 40.2 or the definition of "building" as defined in 41 CFR 101-19.602(a) is subject to the requirements of the Architectural Barriers Act of 1968 (42 U.S.C. 4151-4157) and shall comply with the Uniform Federal Accessibility Standards (appendix A to 24 CFR part 40 for residential structures, and appendix A to 41 CFR part 101-19, subpart 101-19.6, for general type buildings).

The Americans with Disabilities Act (42 U.S.C. 12131; 47 U.S.C. 155, 201, 218 and 225) (ADA) provides comprehensive civil rights to individuals with disabilities in the areas of employment, public accommodations, State and local government services and telecommunications. It further provides that discrimination includes a failure to design and construct facilities for first occupancy no later than January 26, 1993, that are readily accessible to and usable by individuals with disabilities. Further, the ADA requires the removal of architectural barriers and communication barriers that are structural in nature in existing facilities, where such removal is readily achievable—that is, easily accomplishable and able to be carried out without much difficulty or expense.

c. State and Local Nondiscrimination Provisions

The Subrecipient must comply with the Florida Small and Minority Business Assistance Act (§§ 288.703-288.706, F.S.); Title VI of the Civil Rights Act of 1964 (24 CFR part 1)

(1) General Compliance

The Subrecipient shall comply with the requirements of Title VI of the Civil Rights Act of 1964 (P.L. 88352), as amended. 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 funded by this agreement. The specific nondiscrimination provisions at 24 CFR 1.4 apply to the use of these funds. The Subrecipient shall not intimidate, threaten, coerce or discriminate against any person for the purpose of interfering with any right or privilege secured by title VI of the Civil Rights Act of 1964 or 24 CFR part 1, or because he has made a complaint, testified, assisted or participated in any manner in an investigation, proceeding or hearing under 24 CFR part 1. The identity of complainants shall be kept confidential except to the extent necessary to carry out the purposes of 2 CFR part 1, including the conduct

of any investigation, hearing or judicial proceeding arising thereunder.

(2) Assurances and Real Property Covenants

As a condition to the approval of this Agreement and the extension of any Federal financial assistance, the Subrecipient assures that the program or activities described in this Agreement will be conducted and the housing, accommodations, facilities, services, financial aid or other benefits to be provided will be operated and administered in compliance with all requirements imposed by or pursuant to this part 1.

If the Federal financial assistance under this agreement is to provide or is in the form of personal property or real property or interest therein or structures thereon, the Subrecipient's assurance herein shall obligate the Subrecipient or, in the case of a subsequent transfer, the transferee, for the period during which the property 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, or for as long as the recipient retains ownership or possession of the property, whichever is longer. In all other cases, the assurance shall obligate the Subrecipient for the period during which Federal financial assistance is extended pursuant to the contract or application. This assurance gives DEO and the United States a right to seek judicial enforcement of the assurance and the requirements on real property.

In the case of real property, structures or improvements thereon, or interests therein, acquired with Federal financial assistance under this Agreement or acquired with CDBG-MIT funds and provided to the Subrecipient under this Agreement, the instrument effecting any disposition by the Subrecipient of such real property, structures or improvements thereon, or interests therein, shall contain a covenant running with the land assuring nondiscrimination for the period during which the real property 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. If the Subrecipient receives real property interests or funds or for the acquisition of real property interests under this Agreement, to the extent that rights to space on, over, or under any such property are included as part of the program receiving such assistance, the nondiscrimination requirements of this part 1 shall extend to any facility located wholly or in part in such space.

d. Affirmative Action

(1) Approved Plan

The Subrecipient agrees that it shall carry out pursuant to DEO's specifications an Affirmative Action Program in compliance with the President's Executive Order 11246 of September 24, 1966, as amended, and implementing regulations at 42 CFR 60. DEO shall provide Affirmative Action guidelines to the Subrecipient to assist in the formulation of such program. The Subrecipient shall submit a plan for an Affirmative Action Program for approval prior to the release of funds under this agreement.

(2) Women- and Minority-Owned Businesses (W/MBE)

The Subrecipient shall take the affirmative steps listed in 2 CFR 200.321(b)(1) through (5) to assure that minority businesses, women's business enterprises, and labor surplus area firms are used when possible when the Subrecipient procures property or services under this agreement.

(3) Notifications

The Subrecipient will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the agency contracting officer, advising the labor union or worker's representative of the Subrecipient's commitments hereunder, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

(4) Equal Employment Opportunity and Affirmative Action (EEO/AA) Statement

The Subrecipient shall, in all solicitations or advertisements for employees placed by or on behalf of the Subrecipient, state that it is an Equal Opportunity or Affirmative Action employer.

9. Labor and Employment

Labor Standards

The Subrecipient shall comply with the in labor standards in Section 110 of the Housing and Community Development Act of 1974, as amended and ensure that all laborers and mechanics employed by contractors or subcontractors in the performance of construction work financed in whole or in part with assistance received under this agreement shall be paid wages at rates not less than those prevailing on similar construction in the locality as determined by the Secretary of Labor in accordance with the Davis- Bacon Act, as amended (40 U.S.C. 3141, *et seq.*) and 29 CFR part 1, 3, 5, 6 and 7, provided, that this requirement shall apply to the rehabilitation of residential property only if such property contains not less than 8 units.

The Subrecipient agrees to comply with the Copeland Anti-Kick Back Act (18 U.S.C. 874) and its implementing regulations of the U.S. Department of Labor at 29 CFR part 3 and part 5. The Subrecipient shall maintain documentation that demonstrates compliance with applicable hour and wage requirements. Such documentation shall be made available to DEO for review upon request.

10. Section 3 of the Housing and Urban Development Act of 1968

a. Low-Income Person Definition

A low-income person, as this term is defined in Section 3 (b)(2) of the 1937 Act (42 U.S.C. 1437a(b)(2)). Section 3(b)(2) of the 1937 Act defines this term to mean families (including single persons) whose incomes do not exceed 80 per centum of the median income for the area, as determined by the Secretary, with adjustments for smaller and larger families, except that the Secretary may establish income ceilings higher and or lower than 80 per centum of the median for the area on the basis of the Secretary's findings that such variations are necessary because of prevailing levels of construction costs or unusually high or low—income families; or (ii) A very low- income person, as this term is defined in Section 3(b)(2) of the 1937 Act (42 U.S.C. 1437 a(b)(2)). Section 3(b)(2) of the 1937 Act (42 U.S.C. 1437a(b)(2)) defines this term to mean families (including single persons) whose incomes do not exceed 50 per centum of the median family income for the area, as determined by the Secretary with adjustments for smaller and larger families, except that the Secretary may establish income ceilings higher or lower than 50 per centum of the median for the area on the basis of the Secretary's findings that such variations are necessary because of unusually high or low family incomes.

b. Compliance

Subrecipient shall comply with the provisions of Section 3 of the Housing Urban Development Act of 1968, as amended, 12 USC 1701u, and implementing its implementing regulations at 24 CFR part 75 (formerly 24 CFR part 135). Compliance with Section 3 shall be achieved, to the greatest extent feasible, consistent with existing Federal, state and local laws and regulations. Accordingly, a subrecipient of Section 3-covered assistance is required to develop strategies for meeting both the regulatory requirements at 24 CFR part 75 and any other applicable statutes or regulations. Subrecipient and any of its contractors and subcontractors shall include the following "Section 3 clause" in every "Section 3-covered contract":

- (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 regulations in 24 CFR part 75, 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 75 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 commitments under this Section 3 clause, and will post copies of the notice in conspicuous places at the work site where both employees and applicants for training and employment positions can see the notice. The notice shall describe the Section 3 preference, shall

set forth 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 75, and agrees to take appropriate action, as provided in an applicable provision of the subcontract or in this Section 3 clause, upon a finding that the subcontractor is in violation of the regulations in 24 CFR part 75. The contractor will not subcontract with any subcontractor where the contractor has notice or knowledge that the subcontractor has been found in violation of the regulations in 24 CFR part 75.
- (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 75 require employment opportunities to be directed, were not filled to circumvent the contractor's obligations under 24 CFR part 75.
- (6) Noncompliance with HUD's regulations in 24 CFR part 75 may result in sanctions, termination of this contract for default, and debarment or suspension from future HUD assisted contracts.
- (7) 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).

c. Section 3 Benchmarks and Reporting

- A. Benchmarks. Contracts over \$200,000 trigger Section 3 Benchmark requirements. When triggered, best efforts must be made to extend Section 3 opportunities to verified Section 3 workers and business concerns to meet these *minimum* numeric goals:
 1. Twenty-five percent (25%) of the total hours on a Section 3 project must be worked by Section 3 workers; and
 2. Five percent (5%) of the total hours on a Section 3 project must be worked by Targeted Section 3 workers.
- B. Reporting. If the subrecipient's reporting indicates that the subrecipient has not met the Section 3 benchmarks described in 24 CFR § 75.23, pursuant to 24 CFR § 75.25(b), the subrecipient must report in a form prescribed by HUD on the qualitative nature of its activities and those its contractors and subcontractors pursued.
- C. Recipient will comply with any Section 3 Project Implementation Plan documents provided by HUD or DEO which may be amended from time to time for HUD reporting purposes.

11. Conduct

a. Hatch Act

The Subrecipient shall comply with the Hatch Act, 5 USC 1501 – 1508, and shall ensure that no funds provided, nor personnel employed under this agreement, shall be in any way or to any extent engaged in the conduct of political activities in violation of Chapter 15 of Title V of the U.S.C.

b. Conflict of Interest

In the procurement of supplies, equipment, construction, and services pursuant to this agreement, the Subrecipient shall comply with the conflict of interest provisions in DEO's procurement policies and procedures. In all cases not governed by the conflict of interest provisions in DEO's procurement policies and procedures, the Subrecipient shall comply with the conflict of interest provisions in 24 CFR 570.489(h).

c. Lobbying Certification

The Subrecipient hereby certifies that:

- (1) No Federal appropriated funds have been paid or will be paid, by or on behalf of it, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress or an employee of a Member of Congress in connection with the awarding of any

Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement and the extension, continuation, renewal, amendment or modification of any Federal contract, grant, loan, or cooperative agreement;

- (2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, it will complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions;
- (3) The language of paragraph (i) through (iv) of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants and contracts under grants, loans and cooperative agreements) and that all subrecipients shall certify and disclose accordingly; and
- (4) This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is required by section 1352, title 31, U.S.C. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

d. Religious Activities

The Subrecipient agrees that funds provided under this agreement shall not be utilized for inherently religious activities prohibited by 24 CFR 570.200(j), such as worship, religious instruction, or proselytization.

Equal Treatment for Faith-Based Organizations. Prohibits any State or local government receiving funds under any Department program, or any intermediate organization with the same duties as a governmental entity, from discriminating for or against an organization on the basis of the organization's religious character or affiliation. Prohibits religious organizations from engaging in inherently religious activities, such as worship, religious instruction, or proselytization, as part of the programs or services funded with direct financial assistance.

Prohibits an organization that participates in programs funded by direct financial assistance from the Department, in providing services, from discriminating against a program beneficiary or prospective program beneficiary on the basis of religion or religious belief. Any restrictions on the use of grant funds shall apply equally to religious and non-religious organizations.

e. Environmental Conditions

(1) Prohibition on Choice Limiting Activities Prior to Environmental Review

The Subrecipient must comply with the limitations in 24 CFR 58.22 even though the Subrecipient is not delegated the requirement under Section 104(g) of the HCD Act for environmental review, decision-making and action (see 24 CFR part 58) and is not delegated DEO's responsibilities for initiating the review process under the provisions of 24 CFR Part 52. 24 CFR 58.22 imposes limitations on activities pending clearance and specifically limits commitments of HUD funds or non-HUD funds by any participant in the development process before completion of the environmental review. A violation of this requirement may result in a prohibition on the use of Federal funds for the activity. If DEO has not issued an Authority to Use Grant Funds within 15 days of Subrecipient's submission of the required documentation, DEO shall provide the Subrecipient a written update regarding the status of the review process.

(2) Air and Water

The Subrecipient shall comply with the following requirements insofar as they apply to the performance of this agreement:

- (a) Air quality. (1) The Clean Air Act (42 U.S.C. 7401 et. seq.) as amended; particularly section 176(c) and (d) (42 U.S.C. 7506(c) and (d)); and (2) Determining Conformity of Federal Actions to State or Federal Implementation Plans (Environmental Protection Agency—40 CFR parts 6, 51, and 93); and
- (b) Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251, *et seq.*, as amended, including the requirements specified in Section 114 and Section 308 of the Federal Water Pollution Control Act, as amended, and all regulations and guidelines issued thereunder.

- (c) The Clean Air and Water Act: If this Contract is in excess of \$100,000, Contractor shall comply with all applicable standards, orders or regulations issued under the Clean Air Act, as amended, 42 U.S.C. 7401, Section 508 of the Clean Water Act, as amended, 33 U.S.C. 1368, et seq., Executive Order 11738 and Environmental Protection Agency regulations. Contractor shall report any violation of the above to DEO.
- (d) Energy Efficiency: Contractor shall comply with mandatory standards and policies relating to energy efficiency which are contained in the State of Florida's energy conservation plan issued in compliance with the Energy Policy and Conservation Act, Pub. L. 94-163.
- (3) Flood Disaster Protection
The Subrecipient shall comply with the mandatory flood insurance purchase requirements of Section 102 of the Flood Disaster Protection Act of 1973, as amended by the National Flood Insurance Reform Act of 1994, 42 USC 4012a. Additionally, the Subrecipient shall comply with Section 582 of the National Flood Insurance Reform Act of 1994, as amended, (42 U.S.C. 5154a), which includes a prohibition on the provision of flood disaster assistance, including loan assistance, to a person for repair, replacement or restoration for damage to any personal, residential, or commercial property if that person at any time has received Federal flood disaster assistance that was conditioned on the person first having obtained flood insurance under applicable Federal law and the person has subsequently failed to obtain and maintain flood insurance as required under applicable Federal law on such property. Section 582 also includes a responsibility to notify property owners of their responsibility to notify transferees about mandatory flood purchase requirements. More information about these requirements is available in the Federal Register notices governing the CDBG- MIT award and listed at the beginning of this Attachment.
- (4) Lead-Based Paint
The Subrecipient shall follow DEO's procedures with respect to CDBG assistance that fulfill the objectives and requirements of the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. 4821-4846), the Residential Lead-Based Paint Hazard Reduction Act of 1992 (42 U.S.C. 4851-4856), and implementing regulations at part 35, subparts A, B, J, K, and R of this title.
- (5) Historic Preservation
The Subrecipient shall comply with the Historic Preservation requirements set forth in the National Historic Preservation Act of 1966, as amended, codified in title 54 of the United States Code, and the procedures set forth in 36 CFR part 800 insofar as they apply to the performance of this agreement.

In general, this requires concurrence from the State Historic Preservation Officer for all rehabilitation and demolition of historic properties that are fifty years old or older or that are included on a Federal, State, or local historic property list.

- (6) Additional Regulations
 - (a) The Temporary Assistance for Needy Families Program ("TANF"), 45 CFR Parts 260-265, the Social Services Block Grant ("SSBG"), 42 U.S.C. 1397d, and other applicable federal regulations and policies promulgated thereunder.
 - (b) Title IX of the Education Amendments of 1972, as amended, 20 U.S.C. 1681, *et seq.*, which prohibits discrimination on the basis of sex in educational programs.
 - (c) Section 654 of the Omnibus Budget Reconciliation Act of 1981, as amended, 42 U.S.C. 9849, which prohibits discrimination on the basis of race, creed, color, national origin, sex, handicap, political affiliation or beliefs.
 - (d) The Pro-Children Act: Contractor agrees to comply with the Pro-Children Act of 1994, 20 U.S.C. 6083. Failure to comply with the provisions of the law may result in the imposition of civil monetary penalty up to \$1,000 for each violation and/or the imposition of an administrative compliance order on the responsible entity. This clause is applicable to all approved sub-contracts. In compliance with Public Law (Pub. L.) 103-277, the Contract shall not permit smoking in any portion of any indoor facility used for the provision of federally funded services including health, day care, early childhood development, education or library services on a routine or regular basis, to children up to age 18.
 - (e) Public Announcements and Advertising: When issuing statements, press releases, requests for proposals, bid solicitations and other documents describing projects or programs funded in whole or in part with federal money, Contractor shall clearly state (1) the percentage of the total costs of the program or project which will be financed with federal money, (2) the dollar amount of federal funds for the project

- or program, and (3) percentage and dollar amount of the total costs of the project or program that will be financed by nongovernmental sources.
- (f) Purchase of American-Made Equipment and Products: Contractor assures that, to the greatest extent practicable, all equipment and products purchased with funds made available under this Agreement will be American-made.
 - (g) The Consolidated Appropriations Act, 2010, Division E, Section 511 (Pub. L. 111-117), which prohibits distribution of federal funds made available under the Act to the Association of Community Organizations for Reform Now (ACORN) or its subsidiaries. The Continuing Appropriations Act, 2011, Sections 101 and 103 (Pub. L. 111-242), provides that appropriations made under Pub. L. 111-117 are available under the conditions provided by Pub. L. 111-117.
 - (h) Contract Work Hours and Safety Standards Act (40 U.S.C. §327–333) — If this Contract involves federal funding in excess of \$2,000 for construction contracts or in excess of \$2,500 for other contracts that involve the employment of mechanics or laborers, compliance with sections 102 and 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 327–333), as supplemented by Department of Labor regulations (29 CFR Part 5) is required. Under section 102 of the Act, each contractor shall be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than 1 ½ times the basic rate of pay for all hours worked in excess of 40 hours in the work week. Section 107 of the Act is applicable to construction work and provides that no laborer or mechanic shall be required to work in surroundings or under working conditions which are unsanitary, hazardous, or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.
 - (i) Resource Conservation and Recovery Act (RCRA). Under RCRA (Pub. L. 94–580 codified at 42 U.S.C. 6962), state and local institutions of higher education, hospitals, and non-profit organizations that receive direct Federal awards or other Federal funds shall give preference in their procurement programs funded with Federal funds to the purchase of recycled products pursuant to the EPA guidelines.
 - (j) Immigration Reform and Control Act. Contractor shall comply with the requirements of the Immigration Reform and Control Act of 1986, which requires employment verification and retention of verification forms for any individuals hired who will perform any services under the contract.

When it is determined that the Subrecipient is in non-compliance with federal or state program requirements, the State may impose any of the additional conditions and/or requirements outlined in 2 CFR § 200.207.

Attachment F – Civil Rights Compliance

Fair Housing

As a condition for the receipt of CDBG-MIT funds, each Subrecipient must certify that it will "affirmatively further fair housing" in its community. A Subrecipient shall demonstrate its commitment to affirmatively further fair housing by implementing the actions listed below.

Each Subrecipient shall do the following:

1. Have in place a fair housing resolution or ordinance that covers all Federally protected classes (race, color, familial status, handicap, national origin, religion and sex);
2. Designate an employee as the Fair Housing Coordinator who is available during regular business hours to receive fair housing calls;
3. Publish the Fair Housing Coordinator's contact information quarterly in a newspaper of general circulation in the Subrecipient's jurisdiction so that people know who to call to ask fair housing questions or register a complaint. Alternatively, the Subrecipient can post the coordinator's contact information throughout the quarter on the home page of its website;
4. Establish a system to record the following for each fair housing call:
 - a) The nature of the call,
 - b) The actions taken in response to the call,
 - c) The results of the actions taken and
 - d) If the caller was referred to another agency, the results obtained by the referral agency;
5. Conduct at least one fair housing activity each quarter. Identical activities (see examples below) shall not be conducted in consecutive quarters; and
6. Display a fair housing poster in the CDBG-MIT Office. (This does not count as a fair housing activity.)

The Subrecipient shall ensure that the fair housing contact person has received training so that he/she can handle fair housing phone inquiries or refer the inquiries to the appropriate people/agencies. Records maintained by the contact will help the community do the following:

1. Define where discriminatory practices are occurring,
2. Help the community measure the effectiveness of its outreach efforts, and
3. Provide the community with a means to gain information that can be used to design and implement strategies that will eliminate fair housing impediments.

Examples of fair housing activities include the following:

1. Making fair housing presentations at schools, civic clubs and neighborhood association meetings;
2. Conducting a fair housing poster contest or an essay contest;
3. Manning a booth and distributing fair housing materials at libraries, health fairs, community events, yard sales and church festivals; and
4. Conducting fair housing workshops for city/county employees, realtors, bank and mortgage company employees, insurance agents and apartment complex owners.

Printing a fair housing notice on a utility bill is no longer accepted as a fair housing activity; however, mailing a DEO- approved fair housing brochure as an insert with utility bills will be accepted as an activity. Placing posters in public buildings does not meet the requirement for a fair housing activity.

The Subrecipient shall document its fair housing activities by keeping photographs, newspaper articles, sign-in sheets and copies of handouts in their CDBG-MIT project file and include information about the activities in the comment section of each quarterly report.

Equal Employment Opportunity

As a condition for the receipt of CDBG-MIT funds, each Subrecipient must certify that it and the contractors, subcontractors,

subrecipients and consultants that it hires with CDBG-MIT funds will abide by the Equal Employment Opportunity (EEO) Laws of the United States. A Subrecipient shall demonstrate its commitment to abide by the laws through the actions listed below.

Each Subrecipient shall do the following:

1. Have in place an equal employment opportunity resolution or ordinance that protects its applicants and employees and the applicants and employees of its contractors, subcontractors, subrecipients and consultants from discrimination in hiring, promotion, discharge, pay, fringe benefits, job training, classification, referral and other aspects of employment, on the basis of race, color, religion, sex, national origin, disability, age or genetics;
2. Designate an employee as the EEO Coordinator who is available during regular business hours to receive EEO calls;
3. Publish the EEO Coordinator's contact information quarterly in a newspaper of general circulation in the Subrecipient's jurisdiction so that people know who to call to ask EEO questions or register a complaint. Alternatively, the Subrecipient can post the coordinator's contact information throughout the quarter on the home page of its website; and
4. Establish a system to record the following for each EEO call:
 - a) The nature of the call,
 - b) The actions taken in response to the call and
 - c) The results of the actions taken;
5. Each Subrecipient shall maintain a list of certified minority-owned business enterprises (MBE) and women- owned business enterprises (WBE) that operate in its region. The Subrecipient shall use this list to solicit companies to bid on CDBG-MIT-funded construction activities and shall provide a copy of the list to the prime contractor(s) to use when it hires subcontractors and consultants. The Department of Management Services maintains a list of certified minority- and women-owned businesses that can be used to develop a local MBE/WBE list at the following website: <https://osd.dms.myflorida.com/directories>.
6. Incorporate the Equal Employment Opportunity clause set forth in 41 CFR Part 60-1.4(b) into any contracts or subcontracts that meet the definition of "federally assisted construction contract" in 41 CFR 60-1.3.

Section 504 and the Americans with Disabilities Act (ADA)

As a condition for the receipt of CDBG-MIT funds, the Subrecipient must certify that it provides access to all federally funded activities to all individuals, regardless of handicap. The Subrecipient shall demonstrate its commitment to abide by the laws through the actions listed below.

The Subrecipient shall do the following:

1. Have in place a resolution or ordinance that is designed to eliminate discrimination against any person who:
 - a) Has a physical or mental impairment which substantially limits one or more major life activities,
 - b) Has a record of such an impairment or
 - c) Is regarded as having such an impairment;
2. Designate an employee as the Section 504/ADA Coordinator who is available during regular business hours to receive Section 504/ADA calls;
3. Publish the Section 504/ADA Coordinator's contact information quarterly in a newspaper of general circulation in the Subrecipient's jurisdiction so that people know who to call to ask Section 504/ADA questions or register a complaint. Alternatively, the Subrecipient can post the coordinator's contact information throughout the quarter on the home page of its website; and
4. Establish a system to record the following for each Section 504/ADA call:
 - a) The nature of the call,
 - b) The actions taken in response to the call and
 - c) The results of the actions taken.

Section 504 prohibitions against discrimination (see 45 CFR part 84) apply to service availability, accessibility, delivery, employment and the administrative activities and responsibilities of organizations receiving Federal financial assistance. A Subrecipient of Federal financial assistance may not, on the basis of disability:

1. Deny qualified individuals the opportunity to participate in or benefit from Federally funded programs, services or other benefits,
2. Deny access to programs, services, benefits or opportunities to participate as a result of physical barriers, or
3. Deny employment opportunities, including hiring, promotion, training and fringe benefits, for which they are otherwise entitled or qualified.

The ADA regulations (Title II, 28 CFR part 35, and Title III, 28 CFR part 36) prohibit discrimination on the basis of disability in employment, State and local government, public accommodations, commercial facilities, transportation, and telecommunications. To be protected by the ADA, one must have a disability or have a relationship or association with an individual with a disability.

Title II covers all activities of state and local governments regardless of the government entity's size or receipt of Federal funding. Title II requires that State and local governments give people with disabilities an equal opportunity to benefit from all of their programs, services and activities (e.g. public education, employment, transportation, recreation, health care, social services, courts, voting and town meetings). State and local governments are required to follow specific architectural standards in the new construction and alteration of their buildings. They also must relocate programs or otherwise provide access in inaccessible older buildings, and communicate effectively with people who have hearing, vision or speech disabilities.

Title III covers businesses and nonprofit service providers that are public accommodations, privately operated entities offering certain types of courses and examinations, privately operated transportation and commercial facilities. Public accommodations are private entities who own, lease, lease to or operate facilities such as restaurants, retail stores, hotels, movie theaters, private schools, convention centers, doctors' offices, homeless shelters, transportation depots, zoos, funeral homes, day care centers and recreation facilities including sports stadiums and fitness clubs. Transportation services provided by private entities are also covered by Title III.

Section 3 - Economic Opportunities for Low- and Very Low-Income Persons

Each Subrecipient shall encourage its contractors to hire qualified low- and moderate-income residents for any job openings that exist on CDBG-MIT-funded projects in the community. The Subrecipient and its contractors shall keep records to document the number of low- and moderate-income people who are hired to work on CDBG-MIT-funded projects. The number of low- and moderate-income residents who are hired to work of the project shall be reported in the comment section of the quarterly report.

The following Section 3 clause is required to be included in any contracts and subcontracts funded by this Agreement:

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 Subrecipients of HUD assistance for housing.
2. The Parties to this contract agree to comply with HUD's regulations in 24 CFR part 75, 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 75 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 commitments under this Section 3 clause, and will post copies of the notice in conspicuous places at the work site where both employees and applicants for training and employment positions can see the notice. The notice shall describe the Section 3 preference, shall set forth 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 75, and agrees to take appropriate action, as provided in an applicable provision of the subcontract or in this Section 3 clause, upon a finding that the subcontractor is in violation of the regulations in 24 CFR part

75. The contractor will not subcontract with any subcontractor where the contractor has notice or knowledge that the subcontractor has been found in violation of the regulations in 24 CFR part 75.
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 75 require employment opportunities to be directed, were not filled to circumvent the contractor's obligations under 24 CFR part 75.
 6. Noncompliance with HUD's regulations in 24 CFR part 75 may result in sanctions, termination of this contract for default and debarment or suspension from future HUD assisted contracts.
 7. 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).

Civil Rights Regulations

As a condition for the receipt of CDBG-MIT funds, each Subrecipient must certify that it will abide by the following Federal laws and regulations:

1. Title VI of the Civil Rights Act of 1964 – Prohibits discrimination by government agencies that receive Federal funding;
2. Title VII of the Civil Rights Act of 1964 – prohibits employment discrimination on the basis of race, color, religion, sex or national origin;
3. Title VIII of the Civil Rights Act of 1968 – as amended (the Fair Housing Act of 1988);
4. 24 CFR § 570.487(b) – Affirmatively Furthering Fair Housing;
5. 24 CFR § 570.490(b) – Unit of general local government's record;
6. 24 CFR § 570.606(b) – Relocation assistance for displaced persons at URA levels;
7. Age Discrimination Act of 1975;
8. Executive Order 12892 – Leadership and Coordination of Fair Housing in Federal Programs: Affirmatively Furthering Fair Housing;
9. Section 109 of the Housing and Community Development Act of 1974 – No person shall be excluded from participation in, denied benefits of or subjected to discrimination under any program or activity receiving CDBG-MIT funds because of race, color, religion, sex or national origin;
10. Section 504 of the Rehabilitation Act of 1973 and 24 CFR part 8, which prohibits discrimination against people with disabilities;
11. Executive Order 11063 – Equal Opportunity in Housing;
12. Executive Order 11246 – Equal Employment Opportunity; and
13. Section 3 of the Housing and Urban Development Act of 1968, as amended – Employment/Training of Lower Income Residents and Local Business Contracting.

I hereby certify that the City of Avon Park, Florida shall comply with all of the provisions and Federal regulations listed in this Attachment F.

By:



Dac:

38,

Name: Garrett Anderson

Title: Mayor

~ Remainder of this page is intentionally left blank

Attachment G – Reports

The following reports must be completed and submitted to DEO in the time frame indicated below. Failure to timely file these reports constitutes an Event of Default, as defined in Paragraph (10) Default, of this Agreement.

1. **Monthly Progress Report** must be submitted to DEO ten (10) calendar days after the end of each month.
2. A **Quarterly Progress** Report must be submitted to DEO on forms to be provided by DEO no later than the 10th of every April, July, October and January.
3. A **Contract and Subcontract Activity** form, Form HUD-2516, currently available at https://www.hud.gov/sites/documents/DOC_36660; which is incorporated herein by reference, must be submitted by April 15 and October 15 each year through the DEO's SERA reporting system. The form must reflect all contractual activity for the period, including Minority Business Enterprise and Woman Business Enterprise participation. If no activity has taken place during the reporting period, the form must indicate "no activity".

The Subrecipient shall closeout its use of the CDBG-MIT funds and its obligations under this Agreement by complying with the closeout procedures in 2 CFR § 200.343. Activities during this close-out period may include, but are not limited to: making final payments, disposing of program assets (including the return of all unused materials, equipment, unspent cash advances, program income balances and accounts receivable to the Subrecipient) and determining the custodianship of records.

Notwithstanding the terms of 2 CFR 200.343, upon the expiration of this Agreement, the Subrecipient shall transfer to the recipient any CDBG-MIT funds on hand at the time of expiration and any accounts receivable attributable to the use of CDBG-MIT funds. Further, any real property under the Subrecipient's control that was acquired or improved in whole or in part with CDBG-MIT funds (including CDBG-MIT funds provided to the Subrecipient in the form of a loan) shall be treated in accordance with 24 CFR 570.503(b)(7).

4. In accordance with 2 CFR part 200, should the Subrecipient meet the threshold for submission of a single or program specific audit, the audit must be conducted in accordance with 2 CFR part 200 and submitted to DEO no later than nine months from the end of the Subrecipient's fiscal year. If the Subrecipient did not meet the audit threshold, an **Audit Certification Memo** must be provided to DEO no later than nine months from the end of the Subrecipient's fiscal year.
5. A copy of the **Audit Compliance Certification** form, Attachment J, must be emailed to audit@deo.myflorida.com within sixty (60) calendar days of the end of each fiscal year in which this subgrant was open.
6. The **Section 3 Quarterly Reporting Requirements**. Reporting of labor hours for Section 3 projects must comply with 24 CFR §75.25(a). Subrecipients must report the following: (i) the total number of labor hours worked; (ii) the total number of labor hours worked by Section 3 workers; and (iii) the total number of labor hours worked by Targeted Section 3 workers. If Section 3 benchmarks are not met, the subrecipient's qualitative efforts must be reported in a manner required by 24 CFR §75.25(b).

Subrecipients shall provide Section 3 Reporting quarterly to DEO by the 10th of each quarter (January 10, April 10, July 10, and October 10). For Section 3 Reporting, subrecipients should complete and return the Project Implementation Plan template to DEO.

7. Request for Funds must be submitted as required by DEO and in accordance with the ***Project Description and Deliverables, Project Detail Budget and Activity Work Plan***.
8. All forms referenced herein are available online or upon request from DEO's grant manager for this Agreement.

Attachment H – Warranties and Representations

Financial Management

The Subrecipient's financial management system must comply with the provisions of 2 CFR part 200 (and particularly 2 C.F.R 200.302 titled "Financial Management"), Section 218.33, F.S., and include the following:

1. Accurate, current and complete disclosure of the financial results of this project or program.
2. Records that identify the source and use of funds for all activities. These records shall contain information pertaining to grant awards, authorizations, obligations, unobligated balances, assets, outlays, income and interest.
3. Effective control over and accountability for all funds, property and other assets. The Subrecipient shall safeguard all assets and assure that they are used solely for authorized purposes.
4. Comparison of expenditures with budget amounts for each Request for Funds (RFF). Whenever appropriate, financial information should be related to performance and unit cost data.
5. Written procedures to determine whether costs are allowed and reasonable under the provisions of the 2 CFR part 200 (and particularly 2 CFR 200 Subpart E titled "Costs Principles") and the terms and conditions of this Agreement.
6. Cost accounting records that are supported by backup documentation.

Competition

All procurement transactions must follow the provisions of 2 CFR §§ 200.318-200.327 and be conducted in a manner providing full and open competition. The Subrecipient shall be alert to conflicts of interest as well as noncompetitive practices among contractors that may restrict or eliminate competition or otherwise restrain trade. In order to ensure objective contractor performance and eliminate unfair competitive advantage, contractors that develop or draft specifications, requirements, statements of work, invitations for bids or requests for proposals shall be excluded from competing for such procurements. Awards must be made to the responsible and responsive bidder or offeror whose proposal is most advantageous to the program, considering the price, quality and other factors. Solicitations shall clearly set forth all requirements that the bidder or offeror must fulfill in order for the bid or offer to be evaluated by the Subrecipient. Any and all bids or offers may be rejected if there is a sound, documented reason.

Codes of Conduct

The Subrecipient shall maintain written standards of conduct governing the performance of its employees engaged in the award and administration of contracts. No employee, officer or agent shall participate in the selection, award or administration of a contract supported by a Federal award if he or she has a real or apparent conflict of interest. Such a conflict would arise when the employee, officer or agent, any member of his or her immediate family, his or her partner, or an organization which employs or is about to employ any of the parties indicated, has a financial or other interest in a tangible personal benefit from a firm considered for a contract. The officers, employees and agents of the Subrecipient shall neither solicit nor accept gratuities, favors or anything of monetary value from contractors or parties to subcontracts. The standards of conduct must provide for disciplinary actions to be applied for violations of the standards by officers, employees or agents of the Subrecipient. (*See* 2 CFR § 200.318(c)(1).)

Business Hours

The Subrecipient shall have its offices open for business, with the entrance door open to the public, and at least one employee on site at all reasonable times for business. "Reasonable" shall be construed according to circumstances, but ordinarily shall mean normal business hours of 8:00 a.m. to 5:00 p.m., local time, Monday through Friday.

Licensing and Permitting

All contractors or employees hired by the Subrecipient shall have all current licenses and permits required for all of the particular work for which they are hired by the Subrecipient.

Attachment I – Audit Requirements

The administration of resources awarded by DEO to the Subrecipient may be subject to audits and/or monitoring by DEO as described in this section.

MONITORING

In addition to reviews of audits conducted in accordance with 2 CFR 200 Subpart F - Audit Requirements, and section 215.97, F.S., as revised (see "AUDITS" below), monitoring procedures may include, but not be limited to, on-site visits by DEO staff, limited scope audits as defined by 2 CFR §200.425, or other procedures. By entering into this Agreement, the

Subrecipient agrees to comply and cooperate with any monitoring procedures or processes deemed appropriate by DEO. In the event DEO determines that a limited scope audit of the Subrecipient is appropriate, the Subrecipient agrees to comply with any additional instructions provided by DEO staff to the Subrecipient regarding such audit. The Subrecipient further agrees to comply and cooperate with any inspections, reviews, investigations or audits deemed necessary by the Chief Financial Officer (CFO) or Auditor General.

AUDITS

PART I: FEDERALLY FUNDED. This part is applicable if the Subrecipient is a state or local government or nonprofit organization as defined in 2 CFR §200.90, §200.64, and §200.70.

1. A Subrecipient that expends \$750,000 or more in federal awards in its fiscal year must have a single or program-specific audit conducted in accordance with the provisions of 2 CFR 200, Subpart F - Audit Requirements. EXHIBIT 1 to this form lists the federal resources awarded through DEO by this agreement. In determining the federal awards expended in its fiscal year, the Subrecipient shall consider all sources of federal awards, including federal resources received from DEO. The determination of amounts of federal awards expended should be in accordance with the guidelines established in 2 CFR §§200.502-503. An audit of the Subrecipient conducted by the Auditor General in accordance with the provisions of 2 CFR §200.514 will meet the requirements of this Part.
2. For the audit requirements addressed in Part I, paragraph 1, the Subrecipient shall fulfill the requirements relative to auditee responsibilities as provided in 2 CFR §§200.508-512.
3. A Subrecipient that expends less than \$750,000 in federal awards in its fiscal year is not required to have an audit conducted in accordance with the provisions of 2 CFR 200, Subpart F - Audit Requirements. If the Subrecipient expends less than \$750,000 in federal awards in its fiscal year and elects to have an audit conducted in accordance with the provisions of 2 CFR 200, Subpart F - Audit Requirements, the cost of the audit must be paid from non-federal resources (i.e., the cost of such an audit must be paid from Subrecipient resources obtained from other than federal entities).

PART II: STATE FUNDED. This part is applicable if the Subrecipient is a non-state entity as defined by Section 215.97(2), F.S.

1. In the event that the Subrecipient expends a total amount of state financial assistance equal to or in excess of \$750,000 in any fiscal year of such Subrecipient (for fiscal years ending June 30, 2017, and thereafter), the Subrecipient must have a state single or project-specific audit for such fiscal year in accordance with section 215.97, F.S.; Rule Chapter 69I-5, F.A.C., State Financial Assistance; and Chapters 10.550 (local governmental entities) and 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General. EXHIBIT 1 to this form lists the state financial assistance awarded through DEO by this agreement. In determining the state financial assistance expended in its fiscal year, the Subrecipient shall consider all sources of state financial assistance, including state financial assistance received from DEO, other state agencies, and other nonstate entities. State financial assistance does not include federal direct or pass-through awards and resources received by a nonstate entity for federal program matching requirements.
2. For the audit requirements addressed in Part II, paragraph 1, the Subrecipient shall ensure that the audit complies with the requirements of section 215.97(8), F.S. This includes submission of a financial reporting

package as defined by section 215.97(2), F.S., and Chapters 10.550 (local governmental entities) and 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General.

3. If the Subrecipient expends less than \$750,000 in state financial assistance in its fiscal year (for fiscal years ending June 30, 2017, and thereafter), an audit conducted in accordance with the provisions of section 215.97, F.S., is not required. If the Subrecipient expends less than \$750,000 in state financial assistance in its fiscal year and elects to have an audit conducted in accordance with the provisions of section 215.97, F.S., the cost of the audit must be paid from the nonstate entity's resources (i.e., the cost of such an audit must be paid from the Subrecipient's resources obtained from other than state entities).

PART III: OTHER AUDIT REQUIREMENTS

(NOTE: This part would be used to specify any additional audit requirements imposed by the State awarding entity that are solely a matter of that State awarding entity's policy (i.e., the audit is not required by Federal or State laws and is not in conflict with other Federal or State audit requirements). Pursuant to Section 215.97(8), F.S., State agencies may conduct or arrange for audits of state financial assistance that are in addition to audits conducted in accordance with Section 215.97, F.S. In such an event, the State awarding agency must arrange for funding the full cost of such additional audits.)

N/A

PART IV: REPORT SUBMISSION

1. Copies of reporting packages for audits conducted in accordance with 2 CFR 200, Subpart F - Audit Requirements, and required by Part I of this form shall be submitted, when required by 2 CFR § 200.512, by or on behalf of the Subrecipient directly to the Federal Audit Clearinghouse (FAC) as provided in 2 CFR § 200.36 and §200.512.

The FAC's website provides a data entry system and required forms for submitting the single audit reporting package. Updates to the location of the FAC and data entry system may be found at the OMB website.

2. Copies of financial reporting packages required by Part II of this form shall be submitted by or on behalf of the Subrecipient directly to each of the following:

- a. DEO at each of the following addresses:

Electronic copies (preferred):
Audit@deo.myflorida.com

or Paper (hard copy):
 Department Economic Opportunity
 MSC # 75, Caldwell Building
 107 East Madison Street
 Tallahassee, FL 32399-4126

- b. The Auditor General's Office at the following address:

Auditor General
 Local Government Audits
 342 Claude Pepper Building, Room 401
 111 West Madison Street
 Tallahassee, Florida 32399-1450

The Auditor General's website (<https://flauditor.gov/>) provides instructions for filing an electronic copy of a financial reporting package.

3. Copies of reports or the management letter required by Part III of this form shall be submitted by or on behalf of the Subrecipient directly to:

Electronic copies (preferred):	or	Paper (hard copy):
Audit@deo.myflorida.com		Department Economic Opportunity MSC # 75, Caldwell Building
		107 East Madison Street
		Tallahassee, FL. 32399-4126

4. Any reports, management letters, or other information required to be submitted DEO pursuant to this agreement shall be submitted timely in accordance with 2 CFR §200.512, section 215.97, F.S., and Chapters 10.550 (local governmental entities) and 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, as applicable.
5. Subrecipients, when submitting financial reporting packages to DEO for audits done in accordance with 2 CFR 200, Subpart F - Audit Requirements, or Chapters 10.550 (local governmental entities) and 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, should indicate the date that the reporting package was delivered to the Subrecipient in correspondence accompanying the reporting package.

PART V: RECORD RETENTION. The Subrecipient shall retain sufficient records demonstrating its compliance with the terms of this Agreement for a period of five (5) years from the date the audit report is issued, or six (6) state fiscal years after all reporting requirements are satisfied and final payments have been received, whichever period is longer, and shall allow DEO, or its designee, CFO, or Auditor General access to such records upon request. The Subrecipient shall ensure that audit working papers are made available to DEO, or its designee, CFO, or Auditor General upon request for a period of six (6) years from the date the audit report is issued, unless extended in writing by DEO. In addition, if any litigation, claim, negotiation, audit, or other action involving the records has been started prior to the expiration of the controlling period as identified above, the records shall be retained until completion of the action and resolution of all issues which arise from it, or until the end of the controlling period as identified above, whichever is longer.

Exhibit 1 to Attachment I – Funding Sources

Federal Resources Awarded to the Subrecipient Pursuant to this Agreement Consist of the Following:

Federal Awarding Agency:	U.S. Department of Housing and Urban Development
Federal Funds Obligated to Subrecipient:	\$670,623.00
Catalog of Federal Domestic Assistance Title:	Community Development Block Grants/State's Program and Non-Entitlement Grants in Hawaii
Catalog of Federal Domestic Assistance Number:	14.228
Project Description:	Funding is being provided to overhaul the city's drinking water system, creating one that will ensure safe drinking water standards are met.
<i>This is not a research and development award.</i>	

Compliance Requirements Applicable to the Federal Resources Awarded Pursuant to this Agreement are as Follows:
Federal Program

1. The Subrecipient shall perform its obligations in accordance with Sections 290.0401- 290.048, F.S.
2. The Subrecipient shall perform its obligations in accordance with 24 CFR §§ 570.480 – 570.497.
3. The Subrecipient shall perform the obligations as set forth in this Agreement, including any attachments or exhibits thereto.
4. The Subrecipient shall perform the obligations in accordance with chapter 73C-23.0051(1) and (3), F.A.C.
5. The Subrecipient shall be governed by all applicable laws, rules and regulations, including, but not necessarily limited to, those identified in Award Terms & Conditions and Other Instructions of the Subrecipient's Notice of Subgrant Award/Fund Availability (NFA).

State Resources Awarded to the Subrecipient Pursuant to this Agreement Consist of the Following: N/A
Matching Resources for Federal Programs: N/A
Subject to Section 215.97, Florida Statutes: N/A
Compliance Requirements Applicable to State Resources Awarded Pursuant to this Agreement are as Follows:

N/A

NOTE: Title 2 CFR § 200.331 and Section 215.97(5), F.S., require that the information about Federal Programs and State Projects included in Exhibit 1 and the Notice of Subgrant Award/Fund Availability be provided to the Subrecipient.

Attachment J – Audit Compliance Certification

Email a copy of this form within 60 days of the end of each fiscal year in which this subgrant was open to audit@deo.myflorida.com.

Subrecipient:

Subrecipient's Fiscal
Year:

Contact Name:

Contact's Phone:

Contact's Email:

1. Did the Subrecipient expend state financial assistance, during its fiscal year that it received under any agreement (e.g., contract, grant, memorandum of agreement, memorandum of understanding, economic incentive award agreement, etc.) between the Subrecipient and the Department of Economic Opportunity (DEO)? ☐ Yes ☐ No

If the above answer is yes, answer the following before proceeding to item 2.

Did the Subrecipient expend \$750,000 or more of state financial assistance (from DEO and all other sources of state financial assistance combined) during its fiscal year? ☐ Yes ☐ No

If yes, the Subrecipient certifies that it will timely comply with all applicable State single or project-specific audit requirements of Section 215.97, Florida Statutes and the applicable rules of the Department of Financial Services and the Auditor General.

2. Did the Subrecipient expend federal awards during its fiscal year that it received under any agreement (e.g., contract, grant, memorandum of agreement, memorandum of understanding, economic incentive award agreement, etc.) between the Subrecipient and DEO? ☐ Yes ☐ No

If the above answer is yes, also answer the following before proceeding to execution of this certification:

Did the Subrecipient expend \$750,000 or more in federal awards (from DEO and all other sources of federal awards combined) during its fiscal year? ☐ Yes ☐ No

If yes, the Subrecipient certifies that it will timely comply with all applicable single or program-specific audit requirements of 2 CFR part 200, subpart F, as revised.

By signing below, I certify, on behalf of the Subrecipient, that the above representations for items 1 and 2 are true and correct.

Signature of Authorized Representative

Date

Printed Name of Authorized Representative

Title of Authorized Representative

Attachment K – Subrecipient Enterprise Resource Application (SERA) Form

Attachment K will be provided after execution of this Agreement

Attachment L

2 CFR Appendix II to Part 200 - Contract Provisions for Non-Federal Entity Contracts Under Federal Awards

Appendix II to Part 200 - Contract Provisions for Non-Federal Entity Contracts Under Federal Awards

In addition to other provisions required by the Federal agency or non-Federal entity, all contracts made by the non-Federal entity under the Federal award must contain provisions covering the following, as applicable.

(A) Contracts for more than the simplified acquisition threshold, which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by 41 U.S.C. 1908, must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate.

(B) All contracts in excess of \$10,000 must address termination for cause and for convenience by the non-Federal entity including the manner by which it will be affected and the basis for settlement.

(C) Equal Employment Opportunity. Except as otherwise provided under 41 CFR Part 60, all contracts that meet the definition of “federally assisted construction contract” in 41 CFR Part 60-1.3 must include the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, “Equal Employment Opportunity” (30 FR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, “Amending Executive Order 11246 Relating to Equal Employment Opportunity,” and implementing regulations at 41 CFR part 60, “Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor.”

(D) Davis-Bacon Act, as amended (40 U.S.C. 3141-3148). When required by Federal program legislation, all prime construction contracts in excess of \$2,000 awarded by non-Federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 CFR Part 5, “Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction”). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency. The contracts must also include a provision for compliance with the Copeland “Anti-Kickback” Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, “Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States”). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency.

(E) Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708). Where applicable, all contracts awarded by the non-Federal entity in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily

available on the open market, or contracts for transportation or transmission of intelligence.

(F) Rights to Inventions Made Under a Contract or Agreement. If the Federal award meets the definition of “funding agreement” under 37 CFR § 401.2 (a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that “funding agreement,” the recipient or subrecipient must comply with the requirements of 37 CFR Part 401, “Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements,” and any implementing regulations issued by the awarding agency.

(G) Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as amended - Contracts and subgrants of amounts in excess of \$150,000 must contain a provision that requires the non-Federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

(H) Debarment and Suspension (Executive Orders 12549 and 12689) - A contract award (see 2 CFR 180.220) must not be made to parties listed on the governmentwide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), “Debarment and Suspension.” SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

(I) Byrd Anti-Lobbying Amendment (31 U.S.C. 1352) - Contractors that apply or bid for an award exceeding \$100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.

(J) See 200.323 – Procurement of Recovered Materials.

(K) See 200.216 – Prohibition on certain telecommunications and video surveillance services or equipment.

(L) See 200.322 – Domestic Preferences for procurements.

[78 FR 78608, Dec. 26, 2013, as amended at 79 FR 75888, Dec. 19, 2014; 85 FR 49577, Aug. 13, 2020]

Attachment M

State of Florida

Department of Economic Opportunity

Federally Funded

Community Development Block Grant

Disaster Recovery (CDBG-MIT) Subrogation Agreement

This Subrogation and Assignment Agreement (“Agreement”) is made and entered into by and between the City of Avon Park, Florida (hereinafter referred to as “Subrecipient”), and the State of Florida, Department of Economic Opportunity (hereinafter referred to as “DEO”).

In consideration of Subrecipient’s receipt of funds or the commitment by DEO to evaluate Subrecipient’s application

for the receipt of funds (collectively, the “Grant Proceeds”) under the DEO Community Development Block Grant-Mitigation Program (the “CDBG-MIT Program”) administered by DEO, Subrecipient hereby assigns to DEO all of Subrecipient’s future rights to reimbursement and all payments received from any grant, subsidized loan, lawsuit or insurance policies of any type or coverage or under any reimbursement or relief program related to or administered by the Federal Emergency Management Agency (“FEMA”) or the Small Business Administration (“SBA”) (singularly, a “Disaster Program” and collectively, the “Disaster Programs”) that was the basis of the calculation of Grant Proceeds paid or to be paid to Subrecipient under the CDBG-MIT Program and that are determined in the sole discretion of DEO to be a duplication of benefits (“DOB”) as provided in this Agreement.

The proceeds or payments referred to in the preceding paragraph, whether they are from insurance, FEMA or the SBA or any other source, and whether or not such amounts are a DOB, shall be referred to herein as “Proceeds,” and any Proceeds that are a DOB shall be referred to herein as “DOB Proceeds.” Upon receiving any Proceeds, Subrecipient agrees to immediately notify DEO who will determine in its sole discretion if such additional amounts constitute a DOB. If some or all of the Proceeds are determined to be a DOB, the portion that is a DOB shall be paid to DEO, to be retained and/or disbursed as provided in this Agreement. The amount of DOB determined to be paid to DEO shall not exceed the amount received from the CDBG-MIT Program.

Subrecipient agrees to assist and cooperate with DEO to pursue any of the claims Subrecipient has against the insurers for reimbursement of DOB Proceeds under any such policies. Subrecipient’s assistance and cooperation shall include but shall not be limited to allowing suit to be brought in Subrecipient’s name(s) and providing any additional documentation with respect to such consent, giving depositions, providing documents, producing record and other evidence, testifying at trial and any other form of assistance and cooperation reasonably requested by DEO. Subrecipient further agrees to assist and cooperate in the attainment and collection of any DOB Proceeds that the Subrecipient would be entitled to under any applicable Disaster Program.

If requested by DEO, Subrecipient agrees to execute such further and additional documents and instruments as may be requested to further and better assign to DEO, to the extent of the Grant Proceeds paid to Subrecipient under the CDBG-MIT Program, the Policies, any amounts received under the Mitigation Programs that are DOB Proceeds and/or any rights thereunder, and to take, or cause to be taken, all actions and to do, or cause to be done, all things requested by DEO to consummate and make effective the purposes of this Agreement.

Subrecipient explicitly allows DEO to request of any company with which Subrecipient held insurance policies, or FEMA or the SBA or any other entity from which Subrecipient has applied for or is receiving Proceeds, any non-public or confidential information determined to be reasonably necessary by DEO to monitor/enforce its interest in the rights assigned to it under this Agreement and give Subrecipient’s consent to such company to release said information to DEO.

If Subrecipient (or any lender to which DOB Proceeds are payable to such lender, to the extent permitted by superior loan documents) hereafter receives any DOB Proceeds, Subrecipient agrees to promptly pay such amounts to DEO, if Subrecipient received Grant Proceeds under the CDBG-MIT Program in an amount greater than the amount Subrecipient would have received if such DOB Proceeds had been considered in the calculation of Subrecipient’s award.

In the event that the Subrecipient receives or is scheduled to receive any subsequent Proceeds, Subrecipient shall pay such subsequent Proceeds directly to DEO, and DEO will determine the amount, if any, of such subsequent Proceeds that are DOB Proceeds (“Subsequent DOB Proceeds”). Subsequent Proceeds in excess of Subsequent DOB Proceeds shall be returned to the Subrecipient. Subsequent DOB Proceeds shall be disbursed as follows:

1. If the Subrecipient has received full payment of the Grant Proceeds, any Subsequent DOB Proceeds shall be retained by DEO.
2. If the Subrecipient has received no payment of the Grant Proceeds, any Subsequent DOB Proceeds shall be used by DEO to reduce payments of the Grant Proceeds to the Subrecipient, and all Subsequent DOB

Proceeds shall be returned to the Subrecipient.

3. If the Subrecipient has received a portion of the Grant Proceeds, any Subsequent DOB Proceeds shall be used, retained and/or disbursed in the following order: (A) Subsequent DOB Proceeds shall first be used to reduce the remaining payments of the Grant Proceeds, and Subsequent DOB Proceeds in such amount shall be returned to the Subrecipient; and (B) any remaining Subsequent DOB Proceeds shall be retained by DEO.
4. If DEO makes the determination that the Subrecipient does not qualify to participate in the CDBG- MIT Program or the Subrecipient determines not to participate in the CDBG-MIT Program, the Subsequent DOB Proceeds shall be returned to the Subrecipient, and this Agreement shall terminate.

Once DEO has recovered an amount equal to the Grant Proceeds paid to Subrecipient, DEO will reassign to Subrecipient any rights assigned to DEO pursuant to this Agreement.

Subrecipient represents that all statements and representations made by Subrecipient regarding Proceeds received by Subrecipient shall be true and correct as of the date of the signing of this Agreement.

Warning: Any person who intentionally or knowingly makes a false claim or statement to HUD may be subject to civil or criminal penalties under 18 U.S.C. 287, 1001 and 31 U.S.C. 3729.

~ Remainder of this page is intentionally left blank ~

The person executing this Agreement on behalf of the Subrecipient hereby represents that he\she has received, read, and understands this notice of penalties for making a false claim or statement regarding Proceeds received by Subrecipient.

In any proceeding to enforce this Agreement, DEO shall be entitled to recover all costs of enforcement, including actual attorney's fees.

CITY OF AVON PARK, FLORIDA

DEPARTMENT OF ECONOMIC
OPPORIUN^^by:

By



Signature
Garrett Anderson

By **AuruMc**

Signature
Meredith Ivey

Title

Mayor

Title

Chief of Staff

Date

3 fa

4/12/2022

**CITY OF AVON PARK
COMMUNITY DEVELOPMENT BLOCK GRANT
MITIGATION**

**FUNDED BY THE FLORIDA DEPARTMENT OF
COMMERCE**

Grant Construction Contract Requirements

CDBG No. MT039

CDBG - MITIGATION

**Labor, Wage, Sign, MBE/WBE Goals and Other Grant-Specific
Requirements**



For more information contact:

J. Corbett Alday, COO Guardian
CRM, Inc
corbett.alday@guardiancrm.com
Cell (813) 943-2627

15000 Citrus Country Drive, Suite 331
Dade City, Florida 33523
www.guardiancrm.com

OVERVIEW OF CONTRACTOR REQUIREMENTS

A) DAVIS BACON AND OTHER WAGE/LABOR REQUIREMENTS

- **Certified Payrolls** – sample provided – required with pay request – must cover pay period – “**no activity**” **reports are required** when no work occurs
- **Labor Interviews** – Conducted randomly by Guardian for **all employees & sub employees** – **contractor must notice Guardian in writing 72 hours before subs on site**
- **Authorization to Make Deductions** – use form provided for prime and subs
- **Subcontractors – Payroll and Authorizations Apply – Prime Responsible**
- **When Classification is Not Covered** - Additional Classifications – Use Form Provided – **Discuss w/ Guardian First**
- Refer to Wage Determination – Before Payroll
- Call When in Doubt
- Notice to Employees w/ **Wage Decision Must be Posted in Visible Place**

B) MBE/WBE HIRING EFFORTS AND DOCUMENTATION

- Refer to Supplemental Conditions and MBE/WBE Goals
- Must Show Evidence of Solicitation of Minority/Women Owned Subcontractors and Suppliers
Forms of Evidence:
 - **Subcontractor and vender list with MBE/WBE Firms**
 - Ad and or emails and or letters return/receipt soliciting MBE Firms
 - Similar documentation with approval – call us

C) PAY ESTIMATES/REQUESTS

- Review by Owner/Engineer & Administrator Before Approval
- Payrolls and Authorizations Matching Period Required Before Approval

D) CHANGE ORDERS

- All Parties Must Approve

E) DISCLOSURE OF SUBCONTRACTORS REQUIRED

- List Showing Services Provided, Contact Name, Address, Phone, Fax, and Contract Amount for Each
- Provide copy to Guardian and when there are changes

F) CDBG SUPPLEMENTAL CONDITIONS

- Termination for Convenience
- Federal Acts and Laws Affecting the Work
- Binding these Requirements to the Agreement

G) ADDITIONAL SPECIFIC REQUIREMENTS FOR CONTRACTOR/SUBCONTRACTOR

- WMBE Solicitations
- Section 3 Solicitations
- E-Verify

H) CDBG SIGN REQUIREMENTS (OPTION TO POST WAGE DECISIONS, NOTICES HERE)

I) SECTION 3 REQUIREMENTS

- Complete report even if all negative (no Section 3 Beneficiaries)
- The Prime can be a Section 3 business if local with local employees
- Section 3 LMI Beneficiaries live/conduct business in service area – local lower income **employees or local subs with 30% of employees local can be**
Section 3 it is important to consult w/Guardian and report

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Subcontracting Requirements

Specific Requirements for Subcontractors

- (A)** The Owner is responsible for ensuring that the contractor(s) cause(s) appropriate provisions to be inserted in all subcontracts to bind subcontractors to all CDBG contract requirements.
- (B)** Each subcontractor must agree to comply with all applicable Federal, State, and local requirements in addition to those set forth in this section.
- (C)** Work performed by any contractor listed as debarred, ineligible, suspended or indebted to the United States from contractual dealings with Federal government departments will be ineligible for reimbursement wholly or partially from CDBG.
- (D)** All subcontracts in excess of \$10,000 shall include, or incorporate by reference, the equal opportunity clause of Executive Order 11246 (see page 46).
- (E)** All subcontracts must contain a nondiscrimination clause.
- (F)** Each subcontract must contain a requirement for compliance with the Davis-Bacon and related acts (see page 46).
- (G)** Each subcontractor must submit weekly payroll records and a weekly statement of compliance. These documents should be submitted to the prime contractor. The subcontractor can satisfy this requirement by submitting a properly executed Department of Labor Form WH-347.
- (H)** Each subcontract with every subcontractor must contain a clause committing the subcontractor to employment of local labor to the maximum extent possible.

Labor Standards Overview

A. OVERVIEW

1. The Davis-Bacon Act (DBA) applies to all construction contracts over \$2,000, unless the programs authorizing legislation contains exceptions.
 - a. The DBA requires that all workers or mechanics working on covered projects be paid minimum hourly wages and fringe benefits according to the wage decision(s) applicable to that contract.
 - b. Work done by a local government's own employees (force account) is not subject to DBA.
 - c. If **any** portion of a contract requires DBA, then all work performed under that contract is subject to DBA.
 - d. In the CDBG program, only rehabilitation of residential property containing less than 8 units is exempt from DBA.
2. Additionally, contractors must comply with the Contract Work Hours and Safety Standards Act (CWHSSA) and the Copeland (Anti-Kickback).
 - a. The CWHSSA requires that, for any project in which the prime contract exceeds \$100,000, workers be paid one and one-half times their normal hourly rate for any hours worked in excess of 40 hours weekly, based on a workweek of seven consecutive days.
 - b. The Copeland Act prohibits any person from inducing a worker, on a federally funded project, to give up any part of the compensation to which the worker is entitled.

B. WAGE DECISIONS

1. Under DBA, construction work is categorized as Residential, Building, Heavy, Water and Sewer, or Highway work. Each construction contract to which DBA applies must contain the wage decision for the appropriate category (or categories) based on the work required by the contract.
2. A separate wage decision for a category is not required if the value of work (as bid) in that category does not exceed 20% of the total "as bid" construction cost. (Note that the actual bid cost, not the estimated cost, determines whether a separate wage decision is used.)
3. If more than one wage decision is used, the payrolls must reflect which wage decision is applicable unless all workers are paid at least the highest hourly rate possible under either wage decision.

C. LOCAL GOVERNMENT MONITORING DURING CONSTRUCTION

1. During project construction, the local government or its representative will monitor compliance with the DBA, CWHSSA, and Copeland Act by reviewing payrolls of the contractor and all subcontractors.
2. The DBA applies to laborers and mechanics working on any project when the prime contract exceeds \$2,000.
 - a. The DBA does not apply to supervisory staff, provided at least 80% of their time during the work week is spent performing supervisory tasks. Otherwise, they are subject to the DBA during that workweek.
 - b. "Self-employed owners" are not exempt from the DBA and must submit a payroll report reflecting the hours worked on the project, the type of work being performed, and that they are the owner. Hourly rates do not need to be reported if this information is not known, but the amount of the subcontract should be indicated.
 - c. "Supply" contracts are also not subject to the DBA. (A supply contract furnishes only equipment, materials or supplies which involves no or only "incidental" construction at the project site. Construction is "incidental" if it does not exceed 13% of the contract or

subcontract price and there is documentation to support this.

3. During project construction, the local government or its representative will also conduct interviews with the contractor's and subcontractors' workers to verify the accuracy of the payrolls.
 - a. Interviews must cover a representative sample (between 15% and 20%) of each classification used by the contractor/subcontractor.
 - b. On-site interviews will be conducted whenever possible, but mail interviews may be conducted if on-site interviews cannot be performed.
 - c. Any discrepancies between the interviews and payrolls must be resolved in a timely manner which, to the extent possible, shields the identity of the worker(s) involved.
4. If a contractor/subcontractor is required to pay a cumulative total of more than \$100 in back wages during the contract period, the local government is required to submit an enforcement report to FDEO.
 - a. Any corrective actions by a contractor must be documented in the project files. For back wages over \$10, there must be a copy of the front of the wage restitution check and a signed acknowledgment from the worker that the check was received, including the amount received.
 - b. If there are overtime violations, the local government must assess liquidated damages of \$10 per day per worker who should have received overtime but did not.

D. FDEO MONITORING

1. The FDEO will typically monitor when construction is between 60-80% complete.
2. During monitoring, special attention is given to the following areas:
 - a. payrolls, particularly from subcontractors, are being submitted and reviewed in a timely manner;
 - b. all classifications are included in the wage decision or have been conformed/added with FDEO/DOL approval;
 - c. any helper/trainee/apprentice classifications are in accordance with regulations for these titles;
 - d. signed authorizations are on file for any worker with "other" deductions;
 - e. interviews have been conducted with workers of the prime contractor and any subcontractors;
 - f. if more than one decision was used, the payrolls distinguish which wage decision is being used for each worker; and
 - g. the wage decision is posted in a conspicuous location at the project site.

E. TYPICAL LABOR STANDARDS MONITORING PROBLEMS

1. Inappropriate use of "apprentice", "trainee", and "helper" classifications.
2. Use of a classification which is not in the wage decision or is vague ("operator").
3. Failure to obtain subcontractor payrolls.
4. Lack of signed authorizations for workers with "other" deductions.
5. Lack of interviews, including not covering enough classifications or not interviewing subcontractors.
6. "Salaried" workers covered by DBA not treated as an hourly worker for regular and

overtime purposes.

7. Using one wage decision when two are required based on value of work in each category.
8. If two wage decisions are used, and workers are not paid the higher hourly rate possible for that classification, payrolls fail to reflect which wage decision(s) is applicable to which worker.
9. Whenever owner works on site, it must be reflected in a payroll time sheet. Title must also reflect working title, such as electrician, plumber, etc.

Common Questions Regarding Davis-Bacon

Common Questions Regarding Davis Bacon

The wage determination applicable to my project does not contain a class of workers which is needed to complete construction. Can a worker classification and wage rate be added to an existing wage determination? After contract award, a contractor shall submit to the owner, the addition of any needed classification of laborers or mechanics not listed in the wage determination, together with the proposed wage rates and fringe benefits conformable to the wage determination. Such an action requires the concurrence of the employees or their representative and the owner, and the Wage and Hour Division of the U.S. Department of Labor (USDOL) must approve of the action. An additional classification action is not valid unless the USDOL Department had approved it. If a dispute exists, the matter must be referred to the Wage and Hour Division for resolution, together with the view of all interested parties and the recommendation of the owner.

The owner shall require that any class of laborers or mechanics which is not listed in the wage determination and which is to be employed under the contract be classified in conformance with the wage determination. The owner will approve the classification and the proposed wage rate and fringe benefits only when the following criteria have been met:

- The work to be performed by the classification requested is not performed by any classification in the wage determination; and
- The classification is utilized in the area by the construction industry; and
- The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination; and
- There is evidence of agreement on the classification and proposed wage rate among the parties involved; and
- The request does not involve wage rates for apprentices or trainees.

If the officer believes that these criteria are not met, the classification or wage rate may not be approved but shall be referred to the Wage and Hour Division for resolution of dispute.

All conformance notices submitted to USDOL will be responded to in writing within 30 days of receipt. These responses either approve or deny the request or inform the submitting agency that additional time will be required. Failure to receive a response does not constitute approval. If a response is not received, the Wage and Hour Division must be contacted directly. Every conformance request is analyzed to verify that the criteria for approval are complied with.

How do workers on a construction site know that a project is covered by the Davis-Bacon Act?

How do they know the prevailing wage to which they are entitled? The wage determination (including any additional classifications and wage rates conformed) and a Davis-Bacon poster (WH-1321) must 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. The WH-1321 poster may be obtained at no charge from offices of the Wage and Hour Division.

Once construction has begun, are the workers' wage rates affected when the wage determination for the area in which the project is located is changed? As a general rule, the wage determination incorporated into a bid solicitation and related contract award establishes the minimum wage rates and fringe benefits which must be paid for the entire term of the contract.

Is it possible for more than one wage schedule to apply to contract specifications? Construction projects are generally classified as either Building, Heavy, Highway or Residential for purposes of issuing wage determinations. Wage schedules for one or more of these construction categories may have application to construction items contained in a proposed construction project. Guidelines for the selection of proper wage schedules are set forth in All Agency Memoranda Nos. 130 (March 17, 1978) and 131 (July 14, 1978). Any questions regarding the application of these guidelines to a particular project, or any disputes regarding the application of the wage schedules issued for the various construction categories are to be referred to the Wage and Hour Division, together with relevant information, including a complete description of the project and area practice.

As the owner, what is my obligation when the wage determinations applicable to a construction project contain multiple wage schedules? It is the responsibility of the owner to advise contractors which schedule shall be applied to the various construction items in the bid specifications. Because of the

complexities in the application of multiple schedules (see Question 4 above), the owner should consult with the Wage and Hour Division to resolve any questions.

Can apprentices, trainees, and/or helpers work on project covered by the Davis-Bacon or related Acts and what wage rates must they be paid? A person employed and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Bureau of Apprenticeship and Training, or with a State Apprenticeship Agency recognized by the Bureau, or a person in the 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 properly certified to be eligible for probationary employment as an apprentice may work on such projects.

Trainees employed must be persons registered in construction occupation under a program which has been approved in advance by the U.S. Department of Labor, Employment and Training Administration, as meeting its standards for on-the-job training programs and which have been so certified by that Administration. Note that information on wage rates paid to apprentices and trainees is not solicited nor do the wage determinations issued include apprenticed classifications. Similarly, their addition through the additional classification procedure (conformance) is neither necessary nor appropriate. On projects funded by the Federal Aid Highway Act, apprentices and trainees certified by the Secretary of Transportation are not covered by Davis-Bacon labor standards.

The proper wage rates to be paid to apprentices and trainees are those specified by the particular programs in which they are enrolled, expressed as a percentage of the journeyman rate on the wage determination. In the event employees reported as apprentices or trainees on a covered project have not been properly registered within the meaning of the Regulations and the contract stipulations, or are utilized at the job site in excess of the ratio to journeymen permitted under the approved program, they must be paid the applicable wage rates for laborers and mechanics employed on the project performing the kind or classification of work they actually performed, regardless of work classifications which may be listed on the submitted payrolls and regardless of their level of skill.

Under existing regulations, helper classifications are not listed in wage determinations or approved as an additional classification unless certain criteria are present: 1) the use of helpers is an established prevailing practice; 2) the duties of the helper are clearly defined and distinct from the duties of the journeyman classification; 3) their duties are distinct from the duties of the laborers, and 4) the "helper" is not synonymous with "trainee" in an informal training program. Helpers can only be employed on a Davis-Bacon project at wage rates less than those specified for a given craft classification if the applicable wage determination lists a prevailing wage for a particular helper classification or if the particular helper classification has been approved as an additional classification. In the event employees, improperly classified as helpers regardless of their level of skill, are employed on a covered project, they must be paid the applicable wage rates for laborers and mechanics employed on the project performing the kind or classification of work they actually performed.

What wage rates must be paid to supervisory employees (foreman, general foremen, superintendents, etc.) employed on a covered project? The wage rates for bona fide supervisory employees are not regulated under the Davis-Bacon and related Acts since their duties are primarily administrative or executive in nature rather than those of laborers or mechanics. However, such employees who devote more than 20 percent of their time during a workweek to mechanic or laborer duties are laborers and mechanics for the time so spent and must be paid the appropriate wage rates specified in the wage determination. Employees who are bona fide executive, administrative, or professional employees as defined under the Fair Labor Standards Act at 29 CFR Part 541 are not covered by the Davis-Bacon Act.

What records shall contractors and subcontractors submit to the owner? Each contractor and subcontractor performing construction work on the project shall submit copies of their payroll records for employees working on the project as soon as practicable after each payroll. It is the responsibility of the prime contractor to include a copy of the Davis-Bacon wage determination in each construction subcontract and to ensure that subcontractors submit payroll records.

What is the responsibility of the owner for monitoring contractor and subcontractor compliance with Davis-Bacon requirements? The owner shall ensure that the wage determination is posted at the job site and that payroll records are submitted on a timely basis.

Payroll records should be reviewed to verify that the minimum wage rates for each classification are being paid. Random private interviews of a few employees of the prime contractor and each on-site subcontractor should be conducted monthly to determine type of work performed, classification, and hourly rate. Answers should be verified for agreement with payroll records. If payroll records or interviews indicate that minimum rates possibly are not being paid or that employee classification may be inappropriate based on work performed, the owner should contact the nearest Wage and Hour Division office for possible further investigation by that office.

Please clarify the “in whole or in part” application of the Davis-Bacon Act regulations to construction contracts. The Davis-Bacon Act will apply to a contract if two conditions are met. First, the contract amount must exceed \$2000. This amount is for the total contract, not just that portion involving federal funds. Second, the contract work must be subject to the Davis-Bacon Act by the authorizing legislation of the federal programs involved. If a construction contract involves more than one federal program, the applicability of the Davis-Bacon Act under each federal program must be reviewed. If the Davis-Bacon Act is applicable under one program, then the entire contract must comply with the Act's requirements even if that program's portion of the total contract cost is very small. Also, please note that the Davis-Bacon Act regulations use only the term “contract.” Confusion arises from the use of “contract” and “project” interchangeably. The Davis-Bacon Act applies to contracts. A project may have more than one contract. It is possible that the Davis-Bacon Act will apply to one contract but not another, based on the two-part test described above.

In monitoring for overtime, is the local government required to determine hours worked by an employee on other projects? The local government cannot require the contractor to submit payroll information from other projects. If the payroll being reviewed shows that an employee did not work more than 40 hours in the week, overtime is not an issue.

OTHER IMPORTANT DAVIS BACON DETAILS

1. The DOL will not consider any “helper” classifications, apparently due to no funding for staff needed to do this. A contractor should not even bother to submit a request for the “helper” classification. (If the worker does not qualify for classification as “apprentice” or “trainee,” the most likely option is to use the full “trade” classification unless the contractor can show that another classification, such as “laborer,” is more appropriate. But a “laborer” should not be using specialized tools of a trade.)
2. For deductions requiring DOL approval, DOL typically responds in just a few days and approval is usually given if 29 CFR 3 is met. Once a type of deduction is approved, the approval is good for one year for all federally-funded projects by the contractor.
3. Payroll deductions, beyond those listed in the regulation (29 CFR 3) as “permissible with USDOL approval,” may still be made without USDOL approval if the deductions do not reduce the worker's pay (including any applicable fringe) below the minimum in the wage decision.
4. A worker's pay is considered to be in compliance with the wage decision if the total of hourly rate and any fringe benefits received equals at least the total minimum amount in the wage decision, regardless of the distribution between cash hourly rate and fringe benefits. (Example: If a wage decision requires \$6 per hour and no fringe benefits, employer is in compliance by paying \$5 hourly in cash and \$1 in fringe benefits.)
5. A contractor's work week must be seven consecutive days. This is to preclude a contractor from changing his work week in a way to avoid overtime.
6. Owners are not exempt from the Davis-Bacon Act if they work on the project site.

Notice to Employees

**The following “NOTICE TO ALL EMPLOYEES”
MUST be posted on the Job Site**

NOTICE TO ALL EMPLOYEES

Working on Federal or Federally Financed Construction Projects

MINIMUM WAGES

You must be paid not less than the wage rate in the schedule posted with this Notice for the kind of work you perform.

OVERTIME

You must be paid not less than one and one-half times your basic rate of pay for all hours worked over 40 a week. There are some exceptions.

APPRENTICES

Apprentice rates apply only to apprentices properly registered under approved Federal or State apprenticeship programs.

PROPER PAY

If you do not receive proper pay, contact the Contracting Officer listed below:

Melody Sauerhafer Finance Director City of Avon Park 863-452-4410

or you may contact the nearest office of the Wage and Hour Division, U.S. Department of Labor. The Wage and Hour Division has offices in several hundred communities throughout the country. They are listed in the U.S. Government section of most telephone directories under: U.S. Department of Labor Employment Standards Administration.

U.S. Department of Labor
Employment Standards Administration Wage and Hour Division



**First Wage Decision
(Davis Bacon Requirement)
(INSERTED AFTER
FDEO ISSUES)**

"General Decision Number: FL20240093 01/05/2024

Superseded General Decision Number: FL20230093

State: Florida

Construction Type: Heavy

County: Highlands County in Florida.

HEAVY CONSTRUCTION PROJECTS (Including Sewer and Water Lines)

Note: Contracts subject to the Davis-Bacon Act are generally required to pay at least the applicable minimum wage rate required under Executive Order 14026 or Executive Order 13658. Please note that these Executive Orders apply to covered contracts entered into by the federal government that are subject to the Davis-Bacon Act itself, but do not apply to contracts subject only to the Davis-Bacon Related Acts, including those set forth at 29 CFR 5.1(a)(1).

| If the contract is entered | into | on or after January 30, | 2022, or | the contract is | renewed or | extended (e.g., an | option is | exercised) on or | after January | 30, 2022: | | | | | | | | | | | _____ |	. Executive Order 14026 | generally applies to the | contract. | . The contractor must pay | all covered workers at | least \$17.20 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 2024. | _____ |
| If the contract was awarded on | or between January 1, 2015 and | January 29, 2022, and the | contract is not renewed or | extended on or after January | 30, 2022: | | | | | | | | | | | | | _____ |	. Executive Order 13658 | generally applies to the | contract. | . The contractor must pay all | covered workers at least | \$12.90 | per hour (or the | applicable wage rate listed | on this wage determination, | if it is higher) for all | hours spent | performing on | that contract | in 2024. | _____ |

The applicable Executive Order minimum wage rate will be adjusted annually. If this contract is covered by one of the Executive Orders and a classification considered necessary for performance of work on the contract does not appear on this wage determination, the contractor must still submit a conformance request.

Additional information on contractor requirements and worker protections under the Executive Orders is available at <http://www.dol.gov/whd/govcontracts>.

Modification Number Publication Date
0 01/05/2024

PAIN0088-007 06/01/2021

	Rates	Fringes
PAINTER: Brush and Spray	\$ 20.21	12.38

SUFL2009-132 06/24/2009		

	Rates	Fringes
LABORER: Common or General.....	\$ 8.19 **	0.00
LABORER: Pipelayer.....	\$ 11.58 **	0.00
OPERATOR: Backhoe/Excavator.....	\$ 12.25 **	1.33
OPERATOR: Bulldozer.....	\$ 13.30 **	1.92
OPERATOR: Loader.....	\$ 14.13 **	1.94
TRUCK DRIVER: Distributor, Dump, Lowboy and Tandem	\$ 14.00 **	0.00

WELDERS - Receive rate prescribed for craft performing operation to which welding is incidental.

** Workers in this classification may be entitled to a higher minimum wage under Executive Order 14026 (\$17.20) or 13658 (\$12.90). Please see the Note at the top of the wage determination for more information. Please also note that the minimum wage requirements of Executive Order 14026 are not currently being enforced as to any contract or subcontract to which the states of Texas, Louisiana, or Mississippi, including their agencies, are a party.

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 <https://www.dol.gov/agencies/whd/government-contracts>.

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) (iii)).

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 National Office because National Office has 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.

END OF GENERAL DECISION"

**Second Wage Decision
(Davis Bacon Requirement)
(INSERTED AFTER
FDEO ISSUES)**

"General Decision Number: FL20230207 10/13/2023

Superseded General Decision Number: FL20220207

State: Florida

Construction Type: Building

County: Highlands County in Florida.

BUILDING CONSTRUCTION PROJECTS (does not include single family homes or apartments up to and including 4 stories).

Note: Contracts subject to the Davis-Bacon Act are generally required to pay at least the applicable minimum wage rate required under Executive Order 14026 or Executive Order 13658. Please note that these Executive Orders apply to covered contracts entered into by the federal government that are subject to the Davis-Bacon Act itself, but do not apply to contracts subject only to the Davis-Bacon Related Acts, including those set forth at 29 CFR 5.1(a)(2)-(60).

<p>If the contract is entered into on or after January 30, 2022, or the contract is renewed or extended (e.g., an option is exercised) on or after January 30, 2022:</p>	<p>Executive Order 14026 generally applies to the contract.</p> <p>The contractor must pay all covered workers at least \$16.20 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the</p>
<p>If the contract was awarded on or between January 1, 2015 and January 29, 2022, and the contract is not renewed or extended on or after January 30, 2022:</p>	<p>Executive Order 13658 generally applies to the contract.</p> <p>The contractor must pay all covered workers at least \$12.15 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on that contract in 2023.</p>

The applicable Executive Order minimum wage rate will be adjusted annually. If this contract is covered by one of the Executive Orders and a classification considered necessary for performance of work on the contract does not appear on this wage determination, the contractor must still submit a conformance request.

Additional information on contractor requirements and worker protections under the Executive Orders is available at <http://www.dol.gov/whd/govcontracts>.

Modification Number 0 1 Publication Date
01/06/2023
01/13/2023

2	07/07/2023
3	09/15/2023
4	09/29/2023
5	10/13/2023

ASBE0067-003 01/01/2021

	Rates	Fringes
ASBESTOS WORKER/HEAT & FROST INSULATOR	\$ 30.12	13.11

ELEC0915-005 12/05/2022

	Rates	Fringes
ELECTRICIAN (Includes Low Voltage Wiring)	\$ 29.74	42%+\$0.35

ELEV0074-001 01/01/2023

	Rates	Fringes
ELEVATOR MECHANIC	\$ 47.51	37.335+a+b

FOOTNOTE:

a. Employer contributions 8% of regular hourly rate to vacation pay credit for employee who has worked in business more than 5 years; Employer contributions 6% of regular hourly rate to vacation pay credit for employee who has worked in business less than 5 years.

b. Paid Holidays: New Year's Day; Memorial Day; Independence Day; Labor Day; Veterans' Day, Thanksgiving Day; The Friday after Thanksgiving Day; and Christmas Day.

ENGI0487-023 07/01/2023

	Rates	Fringes
OPERATOR: Crane All Cranes 75 Tons and below	\$37.07	14.90
All Cranes Over 300 Ton, Electric Tower, Luffing Boom Cranes	\$ 40.40	14.90
Cranes 130-300 Ton	\$ 39.38	14.90
Cranes 76 ton to 129 Ton....	\$ 37.57	14.90

ENGI0487-029 07/01/2023

	Rates	Fringes
OPERATOR: Forklift	\$ 26.75	14.90
OPERATOR: Mechanic	\$ 37.07	14.90
OPERATOR: Oiler	\$ 27.53	14.90

* IRON0402-001 10/01/2023

	Rates	Fringes
IRONWORKER, ORNAMENTAL	\$ 27.75	15.27

SFFL0821-004 07/02/2023

Rates

Fringes

SPRINKLER FITTER (Fire Sprinklers)\$ 32.03	22.15
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* SUFL2014-016 08/16/2016

Rates

Fringes

CARPENTER\$ 16.25	1.36
CEMENT MASON/CONCRETE FINISHER.\$ 14.82 **	0.00
IRONWORKER, REINFORCING.....	..\$ 22.81	11.58
IRONWORKER, STRUCTURAL.....	..\$ 21.87	0.00
LABORER: Common or General, Including Cement Mason Tending. ....	..\$ 11.80 **	1.47
LABORER: Pipelayer .....	..\$ 15.00 **	0.54
OPERATOR: Backhoe/Excavator/Trackhoe .....	..\$ 17.80	2.81
OPERATOR: Bulldozer .....	..\$ 15.40 **	1.90
OPERATOR: Grader/Blade .....	..\$ 18.97	0.00
OPERATOR: Loader .....	..\$ 16.30	0.00
OPERATOR: Roller.....	..\$ 14.43 **	4.78
PAINTER: Brush, Roller and Spray .....	..\$ 13.54 **	0.00
PIPEFITTER .....	..\$ 22.89	9.93
PLUMBER.....	..\$ 19.65	5.14
ROOFER.....	..\$ 16.79	0.00
SHEET METAL WORKER, Includes HVAC Duct Installation.....	..\$ 16.50	3.52
TILE SETTER .....	..\$ 17.25	1.74
TRUCK DRIVER: Dump Truck .....	..\$ 12.95 **	2.28
TRUCK DRIVER: Lowboy Truck....	..\$ 14.24 **	0.00

WELDERS - Receive rate prescribed for craft performing operation to which welding is incidental.

** Workers in this classification may be entitled to a higher minimum wage under Executive Order 14026 (\$16.20) or 13658 (\$12.15). Please see the Note at the top of the wage determination for more information.

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 <https://www.dol.gov/agencies/whd/government-contracts>.

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

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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
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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.

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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.

END OF GENERAL DECISION

Form Required to Add an Additional Classification to the Wage Decision

Employee/Employer Wage-Scale Agreement

Grantee: **City of Avon Park**

Date:

Contract No: **MT039**

Construction Contract Execution Date:

Wage Decision:

Project Description: **CDBG – Mitigation Drinking Water Treatment Plant Improvements**

Whereas, the City of Avon Park has been unable to obtain a specific wage rate from the Department of Labor (DOL)/Department of Economic Opportunity (FDEO), in the wage decision for this project for the classification of Heavy or Highway, and because it also appears that there are no readily available similar positions that could be reclassified under the initial wage decision, and whereas 29 CFR Part 5.5 (a)(I)(ii) allows the rate for a classification under these circumstances to be set by mutual agreement among the employee(s), the employer, and the jurisdiction, subject to approval by HUD/DOL;

Therefore by mutual consent the parties and persons signed below agree to an hourly rate of \$ _____ and fringe benefit rate of \$ _____ (may be included in hourly rate), for the above classification while acknowledging full compliance with all other federal labor standards requirements.

Employee

Employer (If Corporation, must be Officer)

Date

Date

Local Government Official

Date

Note: Use one form for each affected employee.

Authorization to Make Deductions (Form)

NOTE: The contractor is required to maintain a copy of this authorization form for EVERY DEDUCTION other than those for Federal and State withholding taxes and Federal social security taxes. The only exception is that of court ordered deductions. In this case, a copy of the court order must be on file.

This form need only be completed once for all payroll periods. If, however, any new deductions occur, a new form must be completed.

AUTHORIZATION TO MAKE OTHER DEDUCTIONS

I, _____, hereby authorize my
employer, _____, to make deductions, not
otherwise listed as permissible deductions in 29 CFR, on wages earned while employed on the
following project:

PROJECT NUMBER: **MT039**

PROJECT NAME: **CDBG – Mitigation Drinking Water Treatment Plant Improvements**

PROJECT LOCATION: **City of Avon Park**

These deductions are voluntary and are authorized for the purpose of

not to exceed (\$ _____).
amount

Employee

Witness

Date

Date

PERMISSIBLE PAYROLL DEDUCTIONS

The following payroll deductions may be made without requesting approval from the State of Florida (employee authorization or other documentation may still be required, however. Please consult with your program administrator on all payroll deductions.):

- (a) Any deduction made in compliance with the requirements of Federal, State, or local law, such as Federal or State withholding income taxes and Federal social security taxes.
- (b) Any deduction of sums previously paid to the employee as a bona fide prepayment of wages when such prepayment is made without discount or interest. A "bona fide prepayment of wages" is considered to have been made only when cash or its equivalent has been advanced to the person employed in such manner as to give him complete freedom of disposition of the advanced funds.
- (c) Any deduction of amounts required by court process to be paid to another, unless the deduction is in favor of the contractor, subcontractor, or any affiliated person, or when collusion or collaboration exists.
- (d) Any deduction constituting a contribution on behalf of the person employed to funds established by the employer or representatives of employees, or both, for the purpose of providing either from principal or income, or both, medical or hospital care, pensions or annuities on retirement, death benefits, compensation for injuries, illness, accidents, sickness, or disability, or for insurance to provide any of the foregoing, or unemployment benefits, vacation pay, savings accounts, or similar payments for the benefit of employees, their families and dependents: (1) The deduction is not otherwise prohibited by law; (2) it is either: (i) voluntarily consented to by the employee in writing and in advance of the period in which the work is to be done and such consent is not a condition either for the obtaining of or for the continuation of employment, or (ii) provided for in a bona fide collective bargaining agreement between the contractor or subcontractor and representatives of its employees; (3) no profit or other benefit is otherwise obtained, directly or indirectly, by the contractor or subcontractor or any affiliated person in the form of commission, dividend, or otherwise; and (4) the deduction shall serve the convenience and interest of the employee.
- (e) Any deduction contributing toward the purchase of United States Savings bonds when voluntarily authorized by the employee.
- (f) Any deduction requested by the employee to enable him to repay loans to or to purchase shares in credit unions organized and operated in accordance with Federal and State credit union statutes.
- (g) Any deduction voluntarily authorized by the employee for the making of contributions to Community Chests, United Givers Funds, and similar charitable organizations.
- (h) Any deduction voluntarily authorized by the employee for the making of contributions to governmental or quasi-governmental agencies, such as the American Red Cross.
- (i) Any deductions to pay regular union initiation fees and membership dues, not including fines or special assessments: Provided, however, that a collective bargaining agreement between employee provided for such deductions and the deductions are not otherwise prohibited by law.
- (j) Any deduction not more than for the "reasonable cost" of board, lodging, or other facilities meeting the requirements of section 3 (M) of the Fair Labor Standards Act of 1938, as amended, and Part 531 of Title 29, Code of Federal Regulations. When such a deduction is made, the additional records required under Section 516.27 (a) of Title 29, Code of Federal Regulations, shall be kept.

Certificate from Contractor Appointing Officer or Employee to Supervise Payment of Employees (Form)

**CERTIFICATE FROM CONTRACTOR APPOINTING OFFICER OR EMPLOYEE
TO SUPERVISE PAYMENTS OF EMPLOYEES**

Project Name: **CDBG – Mitigation Drinking Water Treatment Plant Improvements**

Date:

Location: **City of Avon Park**

Project No.: **MT039**

(I) (We) hereby certify that (I am) (we are) (the prime contractor) (the subcontractor) for

_____ in connection with construction of
(Specify "General Construction," "Plumbing," "Roofing," etc.)

the above-mentioned Project, and that (I) (we) have appointed _____,

whose signature appears below, to supervise the payment of (my) (our) employees beginning

_____, 20____ : That he/she is in a position to have full knowledge of the

facts set forth in the payroll documents and in the statement of compliance required by the so-called Kick-

Back Statute which he is to execute with (my) (our) full authority and approval until such time as (I) (we)

submit to the _____ a new certificate appointing

(Administering agency – City)

some other person for the purposes herein above stated.

(Identifying Signature of Appointee)

Attest (if required):

(Name of Firm or Corporation)

(Signature)

By:

(Signature)

(Title)

(Title)

NOTE: This certificate must be executed by an authorized officer of a corporation or by a member of a partnership, and shall be executed prior to and be submitted with the first payroll. Should the appointee be changed, a new certificate must accompany the first payroll for which the new appointee executes a statement of compliance required by the Kick-Back Statute.

Sample Payroll Form

Date

1,

(Name of signatory party)

,

(Title) do hereby state:

(1) That I pay or supervise the payment of the persons employed by

(b) WHERE FRINGE BENEFITS ARE PAID IN CASH

(contractor or subcontractor)

(Building or work)

that during the payroll period commencing on the

day of

, 19 , and ending the day of

employed on said project have been paid the full weekly wages earned, that no rebates have been or will be made wither directly or indirectly to or on behalf of said

(contractor or subcontractor)

from the full

weekly wages earned by any person and that no deductions have been made wither directly or indirectly from the full wages earned by any person, other than permissible deductions as defined in Regulations, Part 3 (29 CFR Subtitle A), issued by the Secretary of Labor under the Copeland Act, as amended (48 Stat. 948, 63 Stat. 108, 72 State 967; 76 State 357; 40 U.S.C. 276c), and de-scribed below:

(2) That any payrolls otherwise under this contract required to be submitted for the above period are correct and complete; that the wage rates for laborers or mechanics contained therein are no less than the applicable wage rates contained in any wage determination incorporated into the contract; that the classifications set forth therein for each laborer or mechanic conform with the work he performed.

(3) That any apprentices employed in the above period are duly registered in a bona fide apprenticeship program registered with a State apprenticeship agency recognized by the Bureau of Apprenticeship and Training, United States Department of Labor, or if no such recognized agency exists in a State, are registered with the Bureau of Apprenticeship and Training, United States Department of Labor.

(4) That:

(a) WHERE FRINGE BENEFITS ARE PAID TO APPROVED PLANS, FUNDS OR PROGRAMS

☐ -- In addition to the basic hourly wage rates paid to each laborer or mechanic listed in the above referenced payroll, payments of fringe benefits as listed in the contract have been or will be made to appropriate programs for the benefit of such employees, except as noted in Section 4(c) below.

☐ -- Each laborer or mechanic listed in the above referenced payroll has been paid, as indicated on the payroll, an amount of the required fringe benefits as listed in the contract, except as noted in Section 4 (c) below.

(c) EXCEPTIONS

EXCEPTION (CRAFT)	EXPLANATION
REMARKS	

NAME AND TITLE	SIGNATURE
THE WILLFUL FALSIFICATION OF ANY OF THE ABOVE STATEMENTS MAY SUBJECT THE CONTRACTOR OR SUBCONTRACTOR TO CIVIL OR CRIMINAL PROSECUTION. SEE SECTION 1001 OF TITLE 18 AND SECTION 231 OF TITLE 31 OF THE UNITED STATES CODE.	

U.S. DEPARTMENT OF LABOR
Wage and Hour Division

INSTRUCTIONS FOR COMPLETING THE PAYROLL FORM, WH-347

General: The use of WH-347, payroll form, is not mandatory. This form has been made available for the convenience of contractors and subcontractors required by their Federal or Federally-aided construction-type contracts and subcontracts to submit weekly payrolls. Properly filled out, this form will satisfy the requirements of Regulations, Parts 3 and 5 (29 CFR, Subtitle A) as to payrolls submitted in connection with contracts subject to the Davis-Bacon and related Acts.

This form meets needs resulting from the amendment of the Davis-Bacon Act to include fringe benefits provisions. Under this amended law, the contractor is required to pay not less than fringe benefits as predetermined by the Department of Labor, in addition to payment of not less than the predetermined rates. The contractor's obligation to pay fringe benefits may be met either by payment of the fringes to the various plans, funds, or programs or by making these payments to the employees as cash in lieu of fringes.

This payroll provides for the contractor's showing in the face of the payroll all monies paid to the employees, whether as basic rates or as cash in lieu of fringes and provides for the contractor's representation in the statement of compliance on the rear of the payroll of payment to others of fringes required by the contract and not paid as cash in lieu of fringes. Detailed instructions concerning the preparation of the payroll follow:

Contractor or Subcontractor: Fill in your firm's name and check appropriate box.

Address: Fill in your firm's address.

Column 1 - Name, Address, and Social Security number of Employee: The employee's full name and Social Security number must be shown on each weekly payroll submitted. The employee's address must also be shown on the payroll covering the first week in which the employee works on the project. The address need not be shown on subsequent weekly payrolls unless the address changes.

Column 2 - Withholding Exemptions: This column is merely inserted for the employer's convenience and is not a requirement of Regulations, parts 3 and 5.

Column 3 - Work Classifications: List classification descriptive of work actually performed by employees. Consult classifications and minimum wage schedule set forth in contract specification. If additional classification is deemed necessary, see Contracting Officer or Agency representative. Employee may be shown as having worked in more than one classification provided accurate breakdown of hours so worked is maintained and shown on submitted payroll by use of separate line entries.

Column 4 - Hours Worked: On all contracts subject to the Contract Work Hours and Safety Standard Act enter as overtime hours all hours worked in excess of 40 hours a week. (Section 1241(a), Public Law 99-145 (99 Stat. 734) eliminated language applying the statutory overtime requirements to a workday of eight hours, effective January 1, 1986.)

Column 5 - Total: Self-explanatory.

Column 6 - Rate of Pay, including Fringe Benefits: In straight time box, list actual hourly rate paid the employee for straight time worked plus any cash in lieu of fringes paid the employee. When recording the straight time hourly rate, any cash paid in lieu of fringes may be shown separately from the basic rate, e.g., \$5.00/.50. This is of assistance in correctly computing overtime. See "Fringe Benefits" below. Payment of not less than time and one-half the basic or regular rate paid is required for overtime under the Contract Work Hours and Safety Standards Act. In addition to paying not less than the predetermined rate for the classification in which the employee works, the contractor shall pay to approved plans, funds, or programs or shall pay as cash in lieu of fringes amounts predetermined as fringe benefits in the wage decision made part of the contract. See "FRINGE BENEFITS" below.

FRINGE BENEFITS - Contractors who pay all required fringe benefits: A contractor who pays fringe benefits to approved plans, funds, or programs in amounts not less than were determined in the applicable wage decision of the Secretary of Labor shall continue to show on the face of the payroll the basic cash hourly rate and overtime rate paid to employees just as has always been done. Such a contractor shall check paragraph 4(a) of the statement on the reverse of the payroll to indicate payment of approved plans, funds, or programs not less than the amount predetermined as fringe benefits for each craft. Any exceptions shall be noted in Section 4(c).

Contractors who pay no fringe benefits: A contractor who pays no fringe benefits shall pay to the employee and insert the straight time hourly rate column of the payroll, an amount not less than the predetermined rate of each classification plus the amount of fringe benefits determined for each classification in the applicable wage decision. Inasmuch as it is not necessary to pay time and a half on cash and paid in lieu of fringes, the overtime rate shall not be less than the sum of the basic predetermined rate, plus the half-time premium on basic or regular rate, plus the required cash in lieu of fringes at the straight time rate. In addition, the contractor shall check paragraph 4(b) of the statement on the reverse of the payroll to indicate payment of fringe benefits in cash directly to the employees. Any exceptions shall be noted in Section 4(c).

Use of Section 4(c), Exceptions

Any contractor who is making payment to approved plans, funds, or programs in amounts less than the wage determination requires is obliged to pay the deficiency directly to the employees as cash in lieu of fringes. Any exceptions to Section 4(a) or 4(b), whichever the contractor may check, shall be entered in Section 4(c). Enter in the Exception column the craft, and enter in the Explanation column the hourly amount paid as cash in lieu of fringes and the hourly amount paid to plans, funds, or programs as fringes. The contractor shall pay, and shall show the payment to each such employee for all hours (unless otherwise provided by applicable determination) worked on Federal or Federally assisted project an amount not less than the predetermined rate plus cash in lieu of fringes as shown in Section 4(c). The rate paid and amount of cash paid in lieu of fringe benefits per hour should be entered in column 6 on the payroll. See paragraph on "Contractors who pay no fringe benefits" for computation of overtime rate.

Column 7 - Gross Amount Earned: Enter gross amount earned on this project. If part of the employee's weekly wage was earned on projects other than the project described on this payroll, enter in column 7 first the amount earned on the Federal or Federally assisted project and then the gross amount earned during the week on all projects.

Column 8 - Deductions: Five columns are provided for showing deductions made. If more than five deductions should be involved, use first 4 columns; show the balance of deductions under "Other" column; show actual total under "Total Deductions" column; and in the attachment to the payroll describe the deductions contained in the "Other" column. All deductions must be in accordance with the provisions of the Copeland Act Regulations, 29 CFR Part 3. If the employee worked on other jobs in addition to this project, show actual deductions for the weekly gross wage, but indicate that deductions are based on the gross wages.

Column 9 - Net Wages Paid for Week: self-explanatory.

Totals - Space has been left at the bottom of the columns so that totals may be shown if the contractor so desires.

Statement Required by Regulations, Parts 3 and 5: While this form need not be notarized, the statement on the back of the payroll is subject to the penalties provided by 18 U.S.C. 1001, namely, possible imprisonment for 5 years or \$10,000.00 fine or both. Accordingly, the party signing this required statement should have knowledge of the facts represented as true.

Space has been provided between items (1) and (2) of the statement for describing deductions made. If all deductions made are adequately described in the "Deduction" column above, state "See Deductions column in this payroll." See paragraph entitled "FRINGE BENEFITS" above for instructions concerning filling our paragraph 4 of the statement.

Form WH - 347 Inst.
Rev. Sept. 1

Section 3 Questions and Forms

Section 3 - Economic Opportunities

What is Section 3?

Section 3 is a provision of the Housing and Urban Development (HUD) Act of 1968 that helps foster local economic development, neighborhood economic improvement, and individual self-sufficiency. The Section 3 program requires that recipients of certain HUD financial assistance, to the greatest extent feasible, provide job training, employment, and contracting opportunities for low- or very-low income residents in connection with projects and activities in their neighborhoods.

Download Section 3 information from HUD's website: <http://www.hud.gov/offices/fheo/section3/section3.cfm>

How does Section 3 promote self- sufficiency?

Section 3 is a starting point to obtain job training, employment and contracting opportunities. From this integral foundation coupled with other resources comes the opportunity for economic advancement and self-sufficiency.

- Federal, state and local programs
- Advocacy groups
- Community and faith-based organizations

How does Section 3 promote homeownership?

Section 3 is a starting point to homeownership. Once a Section 3 resident has obtained employment or contracting opportunities they have begun the first step to self-sufficiency.

Who are Section 3 residents?

Section 3 residents are:

- Public housing residents or
- Persons who live in the area where a HUD-assisted project is located and who have a household income that falls below HUD's low-mod income limits.

Determining Income Levels

- Low income is defined as 80% or below the median income of that area.
- Very low income is defined as 50% or below the median income of that area.

What is a Section 3 business concern?

A business that:

- Is 51 percent or more owned by Section 3 residents;
- Employs Section 3 residents for at least 30 percent of its full-time, permanent staff; or
- Provides evidence of a commitment to subcontract to Section 3 business concerns, 25 percent or more of the dollar amount of the awarded contract.

What programs are covered?

Section 3 applies to HUD-funded Public and Indian Housing assistance for development, operating, and modernization

expenditures.

Section 3 also applies to certain HUD-funded Housing and Community Development projects that complete housing rehabilitation, housing construction, and other public construction.

What types of economic opportunities are available under Section 3?

- **Job training**
- **Employment**
- **Contracts**

Any employment resulting from these expenditures, including administration, management, clerical support, and construction, is subject to compliance with Section 3.

Examples of Opportunities include:

- Accounting
- Architecture
- Appliance repair
- Bookkeeping
- Bricklaying
- Carpentry
- Carpet Installation
- Catering
- Cement/Masonry
- Computer/Information
- Demolition
- Drywall
- Electrical
- Elevator Construction
- Engineering
- Fencing
- Florists
- Heating
- Iron Works
- Janitorial
- Landscaping
- Machine Operation
- Manufacturing
- Marketing
- Painting
- Payroll Photography
- Plastering
- Plumbing
- Printing Purchasing
- Research
- Surveying
- Tile setting
- Transportation
- Word processing

Section 3 is a provision of the Housing and Urban Development (HUD) Act of 1968 that promotes local economic development, neighborhood economic improvement, and individual self-sufficiency.

The **Section 3** program requires that recipients of certain HUD financial assistance, to the greatest extent possible, provide job training, employment, and contract opportunities for low- or very-low income residents in connection with

projects and activities in their neighborhoods.

More about Section 3:

- 24 CFR 75
- Section 3 Summary Report

Requirement of the Florida Small Cities and Disaster Recovery CDBG Programs

Any recipient of CDBG funds that has an open grant must report Section 3 activities to the Department by July 31 each year using the Section 3 Summary Report form. The reports received from grant recipients will be summarized by the Department and submitted to HUD with the Annual Performance Report. The following information may assist you in completing the Section 3 Summary Report form:

- Section 3 persons are individuals from households with low or very low income. The Section 8 income limits are used to define low income. Section 3 is “race and gender” neutral.
- If CDBG funds are used for one of the covered activities – housing rehab, housing construction or public construction – a report must be completed.
 - If the funds awarded to a contractor are under \$200,000, no activity needs to be reported. If the funds awarded to a subcontractor are under \$100,000, no activity needs to be reported.
 - If a local government hires an employee that will have any oversight or administrative responsibilities relating to the covered activities, the local government should report Section 3 activity.
- A permanent employee may be an employee hired for full time work on a temporary basis or an employee hired for full time work on the job site whether temporary or permanent.
- Grant recipients and the contractors they work with should attempt to provide employment opportunities to Section 3 persons or businesses when possible. (Job announcements, bid language, etc., may reference that priority will be given to Section 3 persons or businesses.)
 - Grant recipients are not required to set numerical goals nor are they required to have a Section 3 plan. This, however, does not exempt a local government from the requirement to attempt to make economic opportunities available for Section 3 persons or businesses within the area.
- The area or jurisdiction is typically the city or the region surrounding the work to be paid for with CDBG funding OR the city or region nearest to the address of the recipient. Grant recipients may want to give preference to Section 3 individuals or businesses having the same zip code as a way of show preference.
- Grant recipients will have to work closely with contractors in order to be able to report on Section 3 activities. The Department provides a form that contractors may complete to provide information regarding their Section 3 activities.
- When contractors submit bids, they should state whether or not it will be necessary for them to employ additional workers. If a contractor believes that additional employees may be necessary, they should indicate in the bid that they will give preference to hiring low income persons within the area.
- Individuals who have been receiving public assistance may meet the definition of Section 3.
- Any contract reported on the Contractual Obligations and Minority Business Enterprise report that is reflected as a Section 3 business should be reported on during the fiscal year in which the contract was awarded.
- The exclusion for minor rehab does not typically apply to CDBG since the housing unit is usually brought up to the local building code. Minor rehab consists of replacing broken windows, fixing a leaking roof, and other such repairs.



Section 3 Participation Report

(Construction Prime Contractor)

April, 2015

Local Government: City of Avon ParkCDBG Contract #: **MT039**

This form must be completed by the prime contractor for any construction contract over \$100,000. Voluntary reporting for contracts under \$100,000 is encouraged.

Contractor's Name:

Contractor's DUNS Number:

Contract Amount: \$

1. Does the business qualify as a "Section 3 Business Concern" because	
a) It is at least <u>51% owned</u> by Section 3 residents*, or	<input type="checkbox"/> Yes <input type="checkbox"/> No
b) At least 30% of its <u>permanent full-time employees</u> are	
i) Currently Section 3 residents*, or	<input type="checkbox"/> Yes <input type="checkbox"/> No
ii) Were Section 3 residents* within first three years of employment, or	<input type="checkbox"/> Yes <input type="checkbox"/> No
c) Will at least 25% (dollar value) of construction subcontracts (no material/supplies/equipment vendors unless they are also installing same) be to businesses meeting (a) or (b) above?	<input type="checkbox"/> Yes <input type="checkbox"/> No
If yes , list any Section 3 subcontractors and subcontract amount:	
Subcontractors	Subcontract Amount
	\$
	\$
	\$
2. Will the contractor be hiring any additional staff (office or field) for this project?	
<input type="checkbox"/> Yes <input type="checkbox"/> No	
<ul style="list-style-type: none"> If yes, what types of jobs will be filled, and how many additional hires are estimated in each job type? 	

***Section 3 resident means:**

- (1) A public housing resident; or
- (2) An individual who resides in the metropolitan area or nonmetropolitan county in which the section 3 covered assistance is expended, and who is:
 - (i) A *low-income person*, as this term is defined in section 3(b)(2) of the 1937 Act (42 U.S.C. 1437a(b)(2)). Section 3(b)(2) of the 1937 Act defines this term to mean families (including single persons) whose incomes do not exceed 80 per centum of the median income for the area, as determined by the Secretary, with adjustments for smaller and larger families, except that the Secretary may establish income ceilings higher or lower than 80 per centum of the median for the area on the basis of the Secretary's findings that such variations are necessary because of prevailing levels of construction costs or unusually high or low-income families; or
 - (ii) A *very low-income person*, as this term is defined in section 3(b)(2) of the 1937 Act (42 U.S.C. 1437a(b)(2)). Section 3(b)(2) of the 1937 Act (42 U.S.C. 1437a(b)(2)) defines this term to mean families (including single persons) whose incomes do not exceed 50 per centum of the median family income for the area, as determined by the Secretary with adjustments for smaller and larger families, except that the Secretary may establish income ceilings higher or lower than 50 per centum of the median for the area on the basis of the Secretary's findings that such variations are necessary because of unusually high or low family incomes.
- (3) A person seeking the training and employment preference provided by section 3 bears the responsibility of providing evidence (if requested) that the person is eligible for the preference.

Note: This contract is funded with federal funds, and this information is required for construction contracts over \$100,000 for reporting purposes. See Section 3 portion of **CDBG Supplemental Conditions for Construction Projects** for additional information.

Section 3 Participation Report (Construction Subcontractor)

April, 2015

Local Government: City of Avon Park

CDBG Contract #: MT039

This form must be completed by construction subcontractors when the prime contract is at least \$100,000. (Do not include the cost of equipment or material supplies unless you are installing also.) Voluntary reporting is encouraged when the prime contract is under \$100,000.

Subcontractor's Name:

Subcontractor's DUNS Number:

Subcontract Amount: \$

1. Does the business qualify as a “Section 3 Business Concern” because	
a) It is at least <u>51% owned</u> by Section 3 residents*, or	<input type="checkbox"/> Yes <input type="checkbox"/> No
b) At least 30% of its <u>permanent full-time employees</u> are	
i) Currently Section 3 residents*, or	<input type="checkbox"/> Yes <input type="checkbox"/> No
ii) Were Section 3 residents* within first three years of employment, or	<input type="checkbox"/> Yes <input type="checkbox"/> No
2. Will the subcontractor be hiring any additional staff (office or field) for this project?	<input type="checkbox"/> Yes <input type="checkbox"/> No
<ul style="list-style-type: none"> If yes, what types of jobs (e.g., laborer, equipment operator) will be filled, and how many additional hires are estimated in each job type? 	

***Section 3 resident means:**

- (1) A public housing resident; or
- (2) An individual who resides in the metropolitan area or nonmetropolitan county in which the section 3 covered assistance is expended, and who is:
 - (i) A **low-income person**, as this term is defined in section 3(b)(2) of the 1937 Act (42 U.S.C. 1437a(b)(2)). Section 3(b)(2) of the 1937 Act defines this term to mean families (including single persons) whose incomes do not exceed 80 per centum of the median income for the area, as determined by the Secretary, with adjustments for smaller and larger families, except that the Secretary may establish income ceilings higher or lower than 80 per centum of the median for the area on the basis of the Secretary's findings that such variations are necessary because of prevailing levels of construction costs or unusually high or low-income families; or
 - (ii) A **very low-income person**, as this term is defined in section 3(b)(2) of the 1937 Act (42 U.S.C. 1437a(b)(2)). Section 3(b)(2) of the 1937 Act (42 U.S.C. 1437a(b)(2)) defines this term to mean families (including single persons) whose incomes do not exceed 50 per centum of the median family income for the area, as determined by the Secretary with adjustments for smaller and larger families, except that the Secretary may establish income ceilings higher or lower than 50 per centum of the median for the area on the basis of the Secretary's findings that such variations are necessary because of unusually high or low family incomes.
- (3) A person seeking the training and employment preference provided by section 3 bears the responsibility of providing evidence (if requested) that the person is eligible for the preference.

Note: This contract is funded with federal funds, and this information is required for reporting purposes for projects costing over \$100,000. See Section 3 portion of ***CDBG Supplemental Conditions for Construction Contracts*** for additional information.

Debarment Certification



**Certification Regarding Debarment, Suspension, and Other
Responsibility Matters (Primary Covered Transactions)**

April, 2015

Recipient: City of Avon Park

Contract Number: MT039

Name of Company Selected as a Prime Contractor:

DUNS Number:

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

Authorized Signature

Date

Name Typed

Title

Street Address

City, State, Zip
(24 CFR 24.510 and 24 CFR, Part 24, Appendix A)

Department of Economic Opportunity – Small Cities Community Development Block Grant Program
**DE© Certification Regarding Debarment, Suspension, Ineligibility
and Voluntary Exclusion (Subcontractor)**

Form SC-38

April, 2015

ECONOMICOPORTORWijmr

Recipient: City of Avon Park

Contract Number: MT039

Name of Subcontractor:

DUNS Number:

Lower Tier Covered Transactions

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

Authorized Signature

Date

Name Typed

Title

Street Address

City, State, Zip

(24 CFR 24.510 and 24 CFR, Part 24, Appendix A)

CDBG Supplemental Conditions

The supplemental conditions contained in this section are intended to cooperate with, to supplement, and to modify the general conditions and other specifications. In case of disagreement with any other section of this contract, the Supplemental Conditions shall govern.

- (1) 1. Termination (Cause and Convenience)
- (2) 2. Access to Records
- (3) 3. Retention of Records
- (4) 4. Remedies
- (5) 5. Environmental Compliance (Clean Air Act and Clean Water Act)
- (6) 6. Energy Efficiency
- (7) 7. Special Equal Opportunity Provisions
- 8. Conflict of Interest
- 9. Utilization of Minority and Women's Businesses
- 10. Federal Labor Standards Provisions (Davis-Bacon, Copeland, and Contract Work Hours Act)
- (8) 11. Guidance to Contractor for Compliance with Labor Standards Provisions
- (9) 12. E-Verify

1. Termination (Cause and 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 affected 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 1(a) above.

- C.** If termination for default is affected 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 affected 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.

2. Access to Records

The local government, the Florida Department of Economic Opportunity, the U.S. Department of Housing and Urban Development, the Comptroller General of the United States, the Chief Financial Officer of the State of Florida, the Auditor General of the State of Florida, the Florida Office of Program Policy Analysis and Government Accountability, and any of their duly authorized representatives, 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.

3. Retention of Records

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

4. 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.

5. 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 USC 1857(h)), section 508 of the Clean Water Act (33 USC 1368), Executive Order 11738, and U.S. Environmental Protection Agency regulations (40 CFR Part 15). The contractor shall include this clause in any subcontracts over \$100,000.

6. 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).

7. 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, sexual orientation, gender identity, 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, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to, the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship.
- (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, sexual orientation, gender identity, or national origin.
- (3) Contractors shall incorporate foregoing requirements in all subcontracts.

B. Executive Order 11246, as Amended (through 2014), Section 202 Equal Opportunity Clause (Applicable to contracts/subcontracts above \$10,000)

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

- (1) The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, 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, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of this nondiscrimination clause.

- (2) The contractor will, in all solicitations or advancements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.
- (3) The contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the contractor's legal duty to furnish information."
- (4) 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 agency contracting officer, advising the labor union or workers' representative of the contractor's commitments under Section 202 of Executive Order No. 11246 of September 24, 1965, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- (5) The contractor will comply with all provisions of Executive Order No. 11246 of Sept. 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
- (6) The contractor will furnish all information and reports required by Executive Order No. 11246 of September 24, 1965, and by the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the contracting agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
- (7) In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of such rules, regulations, or orders, this contract may be cancelled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts in accordance with procedures authorized in Executive Order No. 11246 of Sept. 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order No. 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
- (8) The contractor will include the provisions of paragraphs (1) through (7) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to Section 204 of Executive Order No. 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 may be directed by the Secretary of Labor as a means of enforcing such provisions including sanctions for noncompliance: Provided, however, that in the event the contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

(C) 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% (statewide)

Minority participation (See Appendix at CDBG-25 for goals for each city)

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 city in which the contract work is being undertaken.

(D) 41 CFR 60-4.3. Equal Opportunity Clauses

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

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

- 1. As used in these specifications:

- A. "Covered area" means the geographical area described in the solicitation from which this contract resulted;**
- B. "Director" means Director, Office of Federal Contract Compliance Programs, United States Department of Labor, or any person to whom the Director delegates authority;**
- C. "Employer identification number" means the Federal Social Security number used on the Employer's quarterly Federal Tax Return, U. S. Treasury Department Form 941.**
- D. "Minority" includes:**
 - (i) Black (all persons having origins in any of the Black African racial groups not of Hispanic origin);
 - (ii) Hispanic (all persons of Mexican, Puerto Rican, Cuban, Central or South American or other Spanish Culture or origin, regardless of race);
 - (iii) Asian and Pacific Islander (all persons having origins in any of the original peoples of the Far East, Southeast Asia, the Indian Subcontinent, or the Pacific Island); and
 - (iv) American Indian or Alaskan Native (all persons having origins in any of the original peoples of North America and maintaining identifiable tribal affiliations through membership and participation or community identification).

- 2. Whenever the contractor, or any subcontractor at any tier, subcontracts a portion of the work involving any construction trade, it shall physically include in each subcontract in excess of \$10,000 the provisions of these

specifications and the notice which contains the applicable goals for minority and female participation and which is set forth in the solicitations from which this contract resulted.

3. If the contractor is participating (pursuant to 41 CFR 60-4.5) in a Hometown Plan approved by the U. S. Department of Labor in the covered area either individually or through an association, its affirmative action obligations on all work in the Plan area (including goals and timetables) shall be in accordance with that Plan for those trades which have unions participating in the Plan. Contractors must be able to demonstrate their participation in and compliance with the provisions of any such Hometown Plan. Each contractor or subcontractor participating in an approved Plan is individually required to comply with its obligations under the EEO clause, and to make a good faith effort to achieve each goal under the Plan in each trade in which it has employees. The overall good faith performance by other contractors or subcontractors toward a goal in an approved Plan does not excuse any covered contractor's or subcontractor's failure to take good faith efforts to achieve the Plan goals and timetables.
4. The contractor shall implement the specific affirmative action standards provided in paragraphs 7.A. through P. of these specifications. The goals set forth in the solicitation from which this contract resulted are expressed as percentages of the total hours of employment and training of minority and female utilization the contractor should reasonably be able to achieve in each construction trade in which it has employees in the covered area. Covered construction contractors performing construction work in geographical areas where they do not have a federal or federally-assisted construction contract shall apply the minority and female goals established for the geographic area where the contract is being performed. Goals are published periodically in the Federal Register in notice form and such notices may be obtained from any Office of Federal Contract Compliance Programs office or from Federal procurement contracting officers. The Contractor is expected to make substantially uniform progress in meeting its goals in each craft during the period specified.
5. Neither the provisions of any collective bargaining agreement, nor the failure by a union with whom the Contractor has a collective bargaining agreement, to refer either minorities or women shall excuse the Contractor's obligations under these specifications, Executive Order 11246, or the regulations promulgated pursuant thereto.
6. In order for the nonworking training hours of apprentices and trainees to be counted in meeting the goals, such apprentices and trainees must be employed by the contractor during the training period, and the contractor must have made a commitment to employ the apprentices and trainees at the completion of their training, subject to the availability of employment opportunities. Trainees must be trained pursuant to training programs approved by the U. S. Department of Labor.
7. The Contractor shall take specific affirmative actions to ensure equal employment opportunity. The evaluation of the Contractor's compliance with these specifications shall be based upon its effort to achieve maximum results from its actions. The Contractor shall document these efforts fully, and shall implement affirmative action steps at least as extensive as the following:
 - (a) **Ensure and maintain a working environment free of harassment, intimidation, and coercion at all sites, and in all facilities at which the contractor's employees are assigned to work. The contractor, where possible, will assign two or more women to each construction project. The contractor shall specifically ensure that all foremen, superintendents, and other on-site supervisory personnel are aware of and carry out the contractor's obligation to maintain such a working environment, with specific attention to minority or female individuals working at such sites or in such facilities.**
 - (b) Establish and maintain a current list of minority and female recruitment sources, provide written notification to minority and female recruitment sources and to community organizations when the contractor or its unions have employment opportunities available, and maintain a record of the organizations' responses.
 - (c) Maintain a current file of the names, addresses, and telephone numbers of each minority and female off-the-street applicant and minority or female referral from a union, a recruitment source, or community organization and of what action was taken with respect to each such individual. If such individual was sent to the union hiring hall for referral and was not referred back to the contractor by the union or, if referred, not employed by the contractor, this shall be documented in the file with the reason therefor, along with whatever additional actions the contractor may have taken.
 - (d) Provide immediate written notification to the Director when the union or unions with which the contractor has a collective bargaining agreement has not referred to the contractor a minority person or woman sent by the contractor, or when the contractor has other information that the union referral process has impeded the contractor's efforts to meet its obligations.
 - (e) Develop on-the-job training opportunities and/or participate in training programs for the areas which expressly include minorities and women, including upgrading programs and apprenticeship and trainee programs relevant to the contractor's employment needs, especially those programs funded or approved by the Department of Labor. The contractor shall provide notice of these programs to the

sources compiled under 7.(b) above.

- (f) Disseminate the contractor's EEO policy by providing notice of the policy to unions and training programs and requesting their cooperation in assisting the contractor in meeting its EEO obligations; by including it in any policy manual and collective bargaining agreement; by publicizing it in the company newspaper, annual report, etc.; by specific review of the policy with all management personnel and with all minority and female employees at least once a year; and by posting the company EEO policy on bulletin boards accessible to all employees at each location where construction work is performed.**
- (g) Review, at least annually, the company's EEO policy and affirmative action obligations under these specifications with all employees having any responsibility for hiring, assignment, layoff, termination, or other employment decisions including specific review of these items with on-site supervisory personnel such as superintendents, general foremen, etc., prior to the initiation of construction work at any job site. A written record shall be made and maintained identifying the time and place of these meetings, persons attending, subject matter discussed, and disposition of the subject matter.**
- (h) Disseminate the contractor's EEO policy externally by including it in any advertising in the news media, specifically including minority and female news media, and providing written notification to and discussing the contractor's EEO policy with other contractors and subcontractors with whom the contractor does or anticipates doing business.**
- (i) Direct its recruitment efforts, both oral and written, to minority, female and community organizations, to schools with minority and female recruitment students and to minority and female recruitment and training organizations serving the contractor's recruitment area and employment needs. Not later than one month prior to the date for the acceptance of applications for apprenticeship or other training by any recruitment source, the contractor shall send written notification to organizations such as the above, describing the openings, screening procedures, and tests to be used in the selection process.**
- (j) Encourage present minority and female employees to recruit other minority persons and women and, where reasonable, provide after school, summer and vacation employment to minority and female youth both on the site and in other areas of a contractor's work force.**
- (k) Validate all tests and other selection requirements where there is an obligation to do so under 41 CFR 60-3.**
- (l) Conduct, at least annually, an inventory and evaluation at least of all minority and female personnel for promotional opportunities and encourage these employees to seek or to prepare for, through appropriate training, etc., such opportunities.**
- (m) Ensure that seniority practices, job classifications, work assignments and other personnel practices, do not have a discriminatory effect by continually monitoring all personnel and employment related activities to ensure that the EEO policy and the contractor's obligations under these specifications are being carried out.**
- (n) Ensure that all facilities and company activities are non-segregated except that separate or single-user toilet and necessary changing facilities shall be provided to assure privacy between the sexes.**
- (o) Document and maintain a record of all solicitations of offers for subcontracts from minority and female construction contractors and suppliers, including circulation of solicitations to minority and female contractor associations and other business associations.**
- (p) Conduct a review, at least annually, of all supervisors' adherence to and performance under the contractor's EEO policies and affirmative action obligations.**

8. Contractors are encouraged to participate in voluntary associations which assist in fulfilling one or more of their affirmative action obligations 7. (a) through (p). The efforts of a contractor association, joint contractor-union, contractor-community, or other similar group of which the contractor is a member and participant, may be asserted as fulfilling any one or more of its obligations under 7.(a) through (p) of these specifications provided that the contractor actively participates in the group, makes every effort to assure that the group has a positive impact on the employment of minorities and women in the industry, ensures that the concrete benefits of the program are reflected in the contractor's minority and female workforce participation, makes a good faith effort to meet its individual goals and timetables, and can provide access to documentation which demonstrates the effectiveness of actions taken on behalf of the contractor. The obligation to comply, however, is the contractor's and failure of such a group to fulfill an obligation shall not be a defense for the contractor's noncompliance.

9. A single goal for minorities and separate single goal for women have been established. The contractor, however, is required to provide equal employment opportunity and to take affirmative action for all minority groups, both male and female, and all women, both minority and non-minority. Consequently, the contractor may be in violation of the Executive Order if a particular group is employed in a substantially disparate manner (for example, even though the contractor has achieved its goals for women generally, the contractor may be in violation of the Executive Order if a specific minority group of women is underutilized).
10. The contractor shall not use the goals and timetables or affirmative action standards to discriminate against any person because of race, color, religion, sex, or national origin.
11. The contractor shall not enter into any subcontract with any person or firm debarred from government contracts pursuant to Executive Order 11246.
12. The contractor shall carry out sanctions and penalties for violation of these specifications and of the Equal Opportunity Clause, including suspension, termination and cancellation of existing subcontracts as may be imposed or ordered pursuant to Executive Order 11246, as amended, and its implementing regulations, by the Office of Federal Contract Compliance Programs. Any contractor who fails to carry out such sanctions and penalties shall be in violation of these specifications and Executive Order 11246, as amended.
13. The contractor, in fulfilling its obligations under these specifications, shall implement specific affirmative action steps, at least as extensively as those standards prescribed in paragraph 7 of these specifications, so as to achieve maximum results from its effort to ensure equal employment opportunity. If the contractor fails to comply with the requirements of the Executive Order, the implementing regulations, or these specifications, the Director shall proceed in accordance with 41 CFR 60-4.8.
14. The contractor shall designate a responsible official to monitor all employment related activity to ensure that the company EEO policy is being carried out, to submit reports relating to the provisions hereof as may be required by the Government and to keep records. Records shall at least include for each employee, the name, address, telephone numbers, construction trade, union affiliation, if any, employee identification number when assigned, social security number, race, sex, status (e.g., mechanic, apprentice trainee, helper, or laborer), dates of changes in status, hours worked per week in the indicated trade, rate of pay, and locations at which the work was performed. Records shall be maintained in an easily understandable and retrievable form; however, to the degree that existing records satisfy this requirement, contractors shall not be required to maintain separate records.
15. Nothing herein provided shall be construed as a limitation upon the application of other laws which establish different standards of compliance 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).

E. Certification of Non-Segregated Facilities (Contracts over \$10,000)

The contractor does not maintain or provide for its employees any segregated facilities at any of its establishments and does not permit its employees to perform their services at any location, under its control, where segregated facilities are maintained. The contractor certifies further that it will not maintain or provide for its employees any segregated facilities at any of its establishments, and that it will not permit its employees to perform their services at any location, under its control, where segregated facilities are maintained. The contractor agrees that a breach of this certification is a violation of the Equal Opportunity Clause in this contract.

As used in this certification, "segregated facilities" mean any waiting rooms, work areas, rest rooms and wash rooms, restaurants, and other eating areas, time clocks, locker rooms and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing facilities which are segregated by explicit directive or are in fact segregated on the basis of race, creed, color, or national origin, because of habit, local custom, or otherwise.

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

F. Civil Rights Act of 1964

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

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

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

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

- (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 USC 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 regulations in 24 CFR Part 75, 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 75 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 commitments under this Section 3 clause and will post copies of the notice in conspicuous places at the work site where both employees and applicants for training and employment positions can see the notice. The notice shall describe the Section 3 preference, shall set forth 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 75, and agrees to take appropriate action, as provided in an applicable provision of the subcontract or in this Section 3 clause, upon a finding that the subcontractor is in violation of the regulations in 24 CFR Part 75. The contractor will not subcontract with any subcontractor where the contractor has notice or knowledge that the subcontractor has been found in violation of the regulations in 24 CFR Part 75.
- (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 75 require employment opportunities to be directed, were not filled to circumvent the contractor's obligations under 24 CFR Part 75.
- (6) Noncompliance with HUD's regulations in 24 CFR Part 75 may result in sanctions, termination of this contract for default, and debarment or suspension from future HUD assisted contracts.
- (7) 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 USC 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).

I. Section 503 Handicapped (Contracts \$2,500 or more)

- (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 in employment 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.

Additional Specific Requirement for Contractors/Subcontractors – Sec 3 solicitations

As noted elsewhere in this document, the U.S. Department of Housing and Urban Development (HUD) and the Florida Department of Economic Opportunity (FDEO) consider the hiring of Section 3 individuals (either low or very-low income persons according to HUD guidelines) as an extremely important goal of all Community Development Block Grant (CDBG) funded projects. Thus, during monitoring visits, DEO will expect to find documentation from both prime contractor and subcontractors that effort was made to reach Section 3 individuals for any new hiring for this CDBG-funded project. OneStop Career Center offices are an excellent resource to use in reaching out to find possible Section 3 hires. Local offices can be found on the web at: <http://careercenteroffices.com/state/FL.html>. Again, you must document your contacts with this or any other employment office that you might use. Make copies of and keep all emails pertaining to your communications with these employment offices. Also, make copies for the grantee. Any questions concerning this requirement can be directed to your grant contact at the local government or the grantee's consultant. On occasion, individuals living in the area of the project may contact you or your employees at the project site. If you do hire such individuals, just make a memorandum for the files describing the circumstances, such as when and who was contacted and date hired. There is also a Section 3 self-certification form that will be required. Contact your grantee or the consultant.

J. Age Discrimination in Employment Act of 1967, as Amended

It shall be unlawful for an employer-

- (1) to fail or refuse to hire or to discharge any individual or otherwise discriminate against any individual with respect to his compensation, terms, conditions, or privileges of employment, because of such individual's age;
- (2) to limit, segregate, or classify his employees in any way which would deprive or tend to deprive any individual of employment opportunities or otherwise adversely affect his status as an employee, because of such individual's age; or
- (3) to reduce the wage rate of any employee in order to comply with this chapter.

K. Title II of the Genetic Information Nondiscrimination Act of 2008 (GINA)

- (1) Under Title II of the Genetic Information Nondiscrimination Act, it is illegal to discriminate against employees or applicants because of genetic information. Employers are prohibited from using genetic information in making employment decisions. GINA restricts employers and other entities covered by Title II (employment agencies, labor organizations and joint labor-management training and apprenticeship programs - referred to as "covered entities") from requesting, requiring or purchasing

genetic information, and strictly limits the disclosure of genetic information.

The law forbids discrimination on the basis of genetic information when it comes to any aspect of employment, including hiring, firing, pay, job assignments, promotions, layoffs, training, fringe benefits, or any other term or condition of employment.

- (2) "Genetic information" includes information about an individual's genetic tests and the genetic tests of an individual's family members, as well as information about the manifestation of a disease or disorder in an individual's family members (i.e. family medical history). Family medical history is included in the definition of genetic information because it is often used to determine whether someone has an increased risk of getting a disease, disorder, or condition in the future.

8. 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.

9. 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 M/WBE 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, and
- Local government M/WBE programs in many large counties and cities.

A firm recognized as an M/WBE by any of the above agencies is acceptable for the CDBG program.

Additional Specific Requirement for Contractor/Subcontractors – WMBE solicitations

The State of Florida Department of Economic Opportunity (FDEO) has advised in its recent monitorings that the grantee and its contractors and subcontractors are required to solicit for woman and minority businesses (WMBE) when hiring for Community Development Block Grant (CDBG) activities. Additionally, FDEO has advised that the State has a website that has lists of WMBE certified firms by City that should be used when this solicitation is carried out. FDEO has also advised that the grantee, contractors and subcontractors should use not only the list for the City in which the project is taking place but all adjoining counties as well. Following this page, you will find that list. You are advised to use this list to create a mass-mailing email to send your Invitation to Bid/Request for Proposal or whatever document you use to advise firms that you have a project that you are looking for firms to bid on. You should require a return reply and keep a copy of the sent email and replies. Copies should also be sent to the grantee. Any questions concerning this requirement can be directed to your grant contact at the local government or the grantee's consultant.

10. Federal Labor Standards Provisions

(Davis-Bacon Act, Copeland Act, and Contract Works Hours & Safety Standards Act) The Project 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) (a) Minimum Wages. All laborers and mechanics employed or working upon the site of the work (or under the United States Housing Act of 1937 or under the Housing Act of 1949 in the construction or development of the project), will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act (29 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 conformed 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.

- (b) (i) 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; therefore, only when the following criteria have been met:
 - (1) The work to be performed by the classification requested is not performed by a classification in the wage determination; and
 - (2) The classification is utilized in the area by the construction industry; and
 - (3) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.
- (11) 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.)
- (111) In the event that 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 designed for fringe benefits, where appropriate), HUD or its designee shall refer the questions, including the views 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 the additional time is necessary. (Approved by the Office of Management and Budget under OMB Control Number 1215-0140.)
- (112) The wage rate (including fringe benefits where appropriate) determined pursuant to subparagraphs (b)(ii) or (iii) 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.
- (c) 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.
- (d) 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 asset for the meeting of obligations under the plan or program.
(Approved by the Office of Management and Budget under OMB Control Number 12150140.)

- (2) 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 (or under the United States Housing Act of 1937 or under the Housing Act of 1949 in the construction or development of the project), all or part of the wages required by the contract, HUD, or its designee may, after written notice to the contractor, sponsor, applicant, or owners, 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 employees to whom they are due. The Comptroller General shall make such disbursements in the case of direct Davis-Bacon Act contracts.

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 Numbers 1215-0140 and 1215-0017).

- (b) (i) 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 owners, 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)(I). This information may be submitted in any form desired. Optional Form WH-347 is available for this purpose and may be purchased from the Superintendent of Documents (Federal Stock Number 029-005-00014-1), U. S. Government Printing Office, Washington, DC 20402. The prime contractor is responsible for the submission of copies of payrolls by all subcontractors. (Approved by the Office of Management and Budget under OMB Control Number 1215-0149).
- (ii) 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)(I) 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.
- (iii) The weekly submission of a properly executed certification set forth on the reverse side of Option Form WH-347 shall satisfy the requirement for submission of the "Statement of Compliance" required by paragraph A(3)(b)(ii) of this section
- (iv) 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.
- (c) The contractor or subcontractor shall make the records required under paragraph A(3)(a) 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 further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request to make such records available may be grounds for debarment action pursuant to 29 CFR Part 5.12.

(4) (a) Apprentices and Trainees.

- (i) Apprentices. Apprentices will be permitted to work at 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, Bureau of Apprenticeship and Training, or with a State Apprenticeship Agency recognized by the Bureau, 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 Bureau of Apprenticeship and Training 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 the 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 registered 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 journeymen 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 the determination. In the event the Bureau of Apprenticeship and Training, or a State Apprenticeship Agency recognized by the Bureau, 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 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. 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 contract will no longer be permitted to utilize trainees at less

than the applicable predetermined rate for the work performed until an acceptable program is approved.

(iii) Equal Employment Opportunity. The utilization of apprentices, trainees and journeymen under this part shall be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended, and 29 CFR Part 30.

- (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.
- (6) Subcontracts. The contractor or subcontractor will insert in any subcontracts the clauses contained in 29 CFR 5.5(a)(1) through (10) and such other clauses as HUD or its designee may by appropriate instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contract shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all the contract clauses in 29 CFR Part 5.5.
- (7) Contract Termination, Debarment. A breach of the contract clauses in 29 CFR 5.5 may be grounds for termination of the contract and for debarment as a contractor and a subcontractor as provided in 29 CFR 5.12.
- (8) Compliance with Davis-Bacon and Related Act Requirements. All rulings and interpretations of the Davis-Bacon and Related Acts contained in 29 CFR Parts 1, 3 and 5 are herein incorporated by referenced in this contract.
- (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 U. S. Department of Labor (USDOL) 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 USDOL, or the employees or their representatives.
- (10) (a) 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.
- (b) 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 or participate in HUD programs pursuant to 24 CFR Part 24.
- (c) The penalty for making false statements is prescribed in the U. S. Criminal Code, 18 USC 1001. Additionally, U.S. Criminal Code, Section 1010, Title 18, USC, "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."
- (11) 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. As used in the paragraph, the terms "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 the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in 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 forty 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 an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime 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 subparagraph (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

- (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.
- (2) The contractor shall comply with all regulations issued by the Secretary of Labor pursuant to Title 29 Part 1926 (formerly part 1518) 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 State 96).
- (3) The contractor shall include the provisions of this Article in every subcontract so that such provisions will be binding on each subcontractor. The contractor shall take such action with respect to any subcontract as the Secretary of Housing and Urban Development or the Secretary of Labor shall direct as a means of enforcing such provisions.

11. 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

establish 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. In some 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 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 the 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.

12. E-Verify

Contractors and subcontractors performing work funded by CDBG subgrants are required to enroll in the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees that they hire during the term of their contracts under Executive Order 11-116, signed by the Governor of Florida on May 27, 2011.

- (a) E-Verify is an Internet-based system that allows businesses to determine the eligibility of their employees to work in the United States. A contractor or subcontractor that has not signed up for E-Verify and executed a memorandum of understanding with the Department of Homeland Security can enroll in the E-Verify system on the Department of Homeland Security's website listed below:

<http://www.uscis.gov/e-verify/e-verify-enrollment-page>

- (b) Contractors and subcontractors shall enroll in the E-Verify system prior to hiring any new employee after the effective date of their contracts to perform work on CDBG-funded projects. The address for obtaining an Employer Memorandum of Understanding is:

http://www.uscis.gov/sites/default/files/USCIS/Verification/E-Verify/E-Verify_Native_Documents/MOU_for_E-Verify_Employer.pdf

- (c) The Department of Homeland Security offers tutorials and other assistance at the web address below:

<http://www.uscis.gov/e-verify/you-start>

Additional Specific Requirement for Contractors/Subcontractors – Employment Eligibility Verification

Executive Order 11-116, signed May 27, 2011, by the Governor of Florida, requires Department of Economic Opportunity (DEO) contracts in excess of nominal value to expressly require recipients to utilize the U.S.

Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by recipient during the Agreement term. All prime contracts under the Agreement also requires that contractors and subcontractors performing work or providing services pursuant to the Agreement utilize the E-Verify system to verify the employment eligibility of all new employees hired by the contractors and subcontractors during the term of the contract.

E-Verify is an Internet-based system that allows an employer, using information reported on an employee's Form I-9, Employment Eligibility Verification, to determine the eligibility of all new employees hired to work in the United States after the effective date of the required Memorandum of Understanding (MOU). There is no charge to employers to use E-Verify. The Department of Homeland Security's E-Verify system can be found at:

<https://www.dhs.gov/e-verify>

If recipient does not have an E-Verify MOU in effect, recipient must enroll in the E-Verify system prior to hiring any new employee after the effective date of the Agreement.

Appendix
Minority Participation Goals

These are the goals, by county, for meeting the minority participation portion of Section 7-B(2)(b) of the CDBG Supplemental Conditions. These are contractor workforce goals, not goals for subcontracting to minority and women firms. Solicitation of minority and women firms as subcontractors is a separate federal requirement which the contractor must document compliance with.

<u>Tampa-St. Petersburg Area</u>		<u>Percentage</u>
Hillsborough, Pinellas, Pasco.....		17.9
Charlotte, Citrus, Collier, DeSoto,		17.1
Hardee, Hernando, & Highlands (all seven counties) Lee		15.3
Manatee		15.9
Polk.....		18.0
Sarasota		10.5
<u>Tallahassee Area</u>		
Leon, Wakulla.....		24.3
Calhoun, Franklin, Gadsden, Jackson,		29.5
Jefferson, Liberty, Madison, & Taylor (all eight counties)		
<u>Pensacola - Panama City Area Bay</u>	14.1	
Escambia, Santa Rosa		18.3
Gulf, Holmes, Okaloosa,		15.4
Walton, & Washington (all five counties)		
<u>Jacksonville Area</u>		
Alachua		20.6
Baker, Clay, Duval, Nassau, & St. Johns.....		21.8
Bradford, Columbia, Dixie, Gilchrist		22.2
Hamilton, Lafayette, Levy, Marion, Putnam, Suwannee, & Union (all 11 counties)		
<u>Orlando - Daytona Beach Area</u>		<u>Percentage</u>
Volusia		15.7
Brevard		10.7
Orange, Osceola, & Seminole (all three counties)		15.5
Flagler, Lake, & Sumter (all three counties).....		14.9
<u>Miami</u> - Fort Lauderdale <u>Area</u>		
Dade		39.5
Broward		15.5
Palm Beach		22.4
Glades, Hendry, Indian River, Monroe,.....		30.4
Okeechobee, Martin, & St. Lucie (all seven counties)		

LIST OF MBE FIRMS BY COUNTY

1st Class Welding and Construction, LLC	Raul Becerra	554 N. Scenic Hwy	Frostproof	FL	863-212-9725
A & A CONTRACTORS, INC	Baun Ali	5711 Lake Luther Road	Lakeland	FL	863-255-8039
A&V Services and Hauling inc	Onelia Villegas	4315 Trainer Rd	Bartow	FL	863-255-4052
A.R.T. General Contractor LLC	Darwin Ruiz	7248 Evergreen Loop	Polk City	FL	863-934-4392
A.Y.R. LLC	Robert Rivero	76 Shadow Ln	Lakeland	FL	(863) 661-1109
A/C TODAY	Francisco Guerrero	1604 NW 7TH AVE	OKEECHOBEE	FL	863-763-1025
AR HVAC DOCK CLEANING AND DRYER VENT REPAIR SERVICE	Darlene Peterson	PO BOX 371	Avon Park	FL	863-873-1664
AWC Pool Remodeling Inc	Charles Wilson	P.O. BOX 4059	WINTER HAVEN	FL	863-293-8701
Access Solutions Corp	Maggie Medina	6439 Milner Blvd	Orlando	FL	407-900-9879
Aire J Heating and Cooling	Eddy Figueroa	635 Candyce ave	Lakeland	FL	(863) 738-2470
All-N-1 Contracting INC	Clarence Hill	530 Eagle ct	Kissimmee	FL	(689) 208-8352
Almighty Cooling & Heating LLC	Mario Dragustinovis	3025 Park Ridge Ave	Mulberry	FL	863-660-8785
Antonio Banks Enterprises Necessary Services LLC	Antonio Banks	306 D st	Lake Wales	FL	(863) 289-1393
Aquatic Plant Management, Inc.	AL SUAREZ	P.O. BOX 477	VENUS	FL	954-444-1379
Aztec Energy, Inc.	Thomas Trevino	1499 US Hwy 17 N	Wauchula	FL	(407) 698-6950
Aztec Powerline Services, Inc	Thomas Trevino	4909 Church Ave	Bowling Green	FL	407-698-6950
B.O.B THE BUILDERS AND RESTORATION INC.	BELAWN BRIGHT	1848 SUPERIOR COURT	POINCIANA	FL	305-903-9277
BEYOND ENGINEERING AIR CONDITIONING	JOSE ESCALERA	5778 MARSH LANDING DR	WINTER HAVEN	FL	863-307-9164
BLACK WOLF CONTRACTING LLC	Antonio Alvarez	PO BOX 182	FORT OGDEN	FL	239-789-3136
BV Contractors	Mayumi Fatinikun	4200 Sebring Parkway, #162	Sebring	FL	(863) 457-3213
Built Fresh Florida, LLC	Eric Jackson	821 N Lake Howard Dr	Winter Haven	FL	(407) 676-8977
Capstone Development Company Inc.	Alan Kerry	19790 Reservation Rd NE	Okeechobee	FL	954-789-9299
Cayens Venture Group	CARLOS YENSI	3500 Posner Blvd	Davenport	FL	(917) 870-2241
Chapper Cleaning Service	Darrell Chapper	1815 NW 4th street	Winter Haven	FL	863-709-4810
Childrens Day Academy Preschools Inc	Gueline Gbobo	POX 3451	Winter Haven	FL	407-716-8518
Donald Jordan Handy Man Service	Donald Jordan	1131 Lake Sebring Dr	Sebring	FL	863-414-1075
Dynamic Directional Boring, LLC	Ricky Gehret	4120 Kathleen Rd	Lakeland	FL	863-640-2520
E and S Bobcat Services LLC	Sarah Gilliard	1132 W 9th St	Lakeland	FL	(863) 877-8684
EDIFAH INTERNATIONAL LLC	Hector Barrios	1446 Lexington Ave	Davenport	FL	786-212-4158
EHS Construction Services	Tzaporaw Sahadeo	403 N Church Ave	Mulberry	FL	813-618-8180
Exclusive Contractors, Inc.	Liz Burse	277 S. 10th avenue	Bartow	FL	863-559-1039
FHS AC and Refrigeration	Anthony Doggett	1627 N Hampton Dr	Davenport	FL	863-307-2386
Fine Designs Custom Fabrication INC	Clarence Hill	530 Eagle CT	Kissimmee	FL	407-818-2551
Foster Home Renovations LLC	Daniel Foster	2105 US Highway 92 west	Auburndale	FL	863-606-2348
GC & AC TRANSPORT, INC	GREGORY COOPER	5016 ALDERMAN RD	LAKELAND	FL	863-595-8420
GDS Paradise LLC	Myrna Lopez Cordero	256 Sunny Day Way	Davenport	FL	863-513-9464
GG&E Construction	George Roberson	275 SW 25th st	Okeechobee	FL	863-610-0973
Giles Honest A/C LLC	Austin Giles	450 Lanier rd	Fort Meade	FL	863-585-0529
HERA Construction Concrete Services, Inc	Maria Isabel Lopez	504 Timberlane W	Lakeland	FL	813-531-3266
Heritage Concrete LLC	Sumiko Jividen	2412 E Main Street	Lakeland	FL	727-518-5111
Horus Construction Services Inc.	James Graham	P.O. Box 10667	St. Petersburg	FL	727-898-6877
IGC CAPITAL, LLC	KENDRICK IRBY	PO BOX 991	MULBERRY	FL	(239) 707-9093
Impact Cleaning Professionals LLC	Antonio Williams	332 Avenue C SW	Winter Haven	FL	(863) 512-0329
Impeccable Construction, Inc.	Terry Lamy	122 E Main Street STE 254	Lakeland	FL	863-445-1895
Imperial Cabinets & Millwork, LLC	Leroy Goodman	P.O. Box 92105	Lakeland	FL	863-512-6003
J&J Underground Services, LLC.	Jose Pedrosa	PO Box 3149	Okeechobee	FL	(772) 260-1470

JAM Construction & Development	Tamara Williams	5537 North Socrum Loop	Lakeland	FL	863-606-1919
JCY Auto Services LLC	Jonathan Corcino	1402 orlando place	Kissimmee	FL	407-520-7114
Juana Development, Inc.	Sergio Jimenez	PO BOX 1703	Wauchula	FL	863-832-3214
Kimberly Paulson L.L.C.	Bruce Paulson	2080 State Road 540 W	Winter Haven	FL	863-293-5867
Kincart Construction Company	Robert J. Kincart	1875 W. Main St.	Bartow	FL	863-533-9044
King Construction And Energy Management, LLC	Bobby Garrett	2772 Whispering Trails drive	winterhaven	FL	407-300-9832
King construction and Energy Management. LLC	Robert Garrett	6039 Cypress Gardens Boulevard	Yes	FL	407-300-9832
LMR Construction, Inc.	Luis Montanez	997 Dawes Road	Frostproof	FL	(863) 275-7053
Laquasha Harris, LLC	laquasha harris	240 kenbrook way	davenport	FL	702-755-3712
Leaders Engineering Services LLC	MOHAMMED MUZAMMIL	3340 HAVENDALE BLVD NW	WINTER HAVEN	FL	813-279-2110
Lima & Sons Construction LLC	Samuel Lima	1549 Aspen Ave	Davenport	FL	(617) 501-9431
MDM Services, Inc.	Dhivy Sathianathan	1055 Kathleen Road	Lakeland	FL	863-646-9130
MID-FLORIDA CONTRACTING GROUP LLC	Israel Gonzalez	5 sun air blvd east	Haines City	FL	813-420-2336
Marin Electrical Systems LLC	Victor Marin	2365 Delrose Dr E	Lakeland	FL	863-409-3010
Marksmann Drilling, LLC	Marcus Williams	2041 Somerville Drive North	Lakeland	FL	863-617-2723
Multi Service Handyman Labor	Eduardo Luis Garcia Cisneros	14 S GLENWOOD AVE	AVON PARK	FL	(863) 368-0485
Multipro Services Cop	Henry Zuniga	1996 Bretton Ridge Way	Winter Haven	FL	407-633-2877
Nazcor	Sebin Alexander	4625 Devon Avenue	Lakeland	FL	863-440-7507
NuJak Companies, Inc.	Brandon Kendrick	717 N Kentucky Ave	Lakeland	FL	863-337-8160
NuJak Development, Inc.	Frank Kendrick	714 North Massachusetts Avenue	Lakeland	FL	863-686-1565
Nugen Construction, LLC	Matthew Noone	402 Cedar Glen Dr.	Lake Alfred	FL	407-962-8992
O.D. Jones Construction Group Inc	Errol Jones	PO Box 1552	Bartow	FL	863-662-6630
Optima Construction Inc	Everton Jackson	5110 S Florida Ave, Ste 108	Lakeland	FL	863-393-4776
Passion For Careing Home Health Agency LLC	Tracena Studmire	1123 AVE J	HAINES CITY	FL	863-247-6850
Pathway Investments 101, LLC	Tyrone Simpson	115 E Van Fleet Dr.	Bartow	FL	863-354-3050
Polk County Solar LLC	Robert Suarez	PO BOX 8043	Lakeland	FL	813-573-1325
Precision Soils & Organics LLC	Marquis Foster	6096 polk city rd	Haines city	FL	407-591-6706
Premium Crane LLC	Vanessa Anglin	366 Prince Charles	Davenport	FL	(863) 223-5134
QUEST CONSTRUCTION AND PROPERTY MANAGEMENT LLC	vinroy vassell	2793 West Stryker Road	Avon Park	FL	8632739985
QueenKarisma LLC	QueenKarisma Washington	304 E Pine St	Lakeland	FL	(407) 536-8120
Quite Water Construction LLC	Roland Lattimore	1282 SW Harlem Cir	Arcadia	FL	(863) 399-0079
RG Concrete & Construction Services	Miguel Rosales	651 Lorraine Circle	Lake Wales	FL	(863) 978-3217
Rapid Response Heating & Cooling Inc.	Francisco A. Carrion	113 Grant Rd	Winter Haven	FL	(863) 207-4207
Revive Builders Inc	Deborah Hearin	1019 Garland Ave	Sebring	FL	863-253-9893
Reyes & Hance Trucking LLC	Yamil Hance	116 Conch Dr.	Kissimmee	FL	413-777-0376
Rogers Concrete Services LLC	GERRI ROGERS	3104 NORTH FLORIDA AVE	LAKELAND	FL	863-241-4631
SCC Concrete General Labor LLC	Jacinto Navarro	4678 Lori Cristine	Haines City	FL	863-934-6708
SKY OneSource Corp	Heriberto Roman Cruz	155 SEVILLE DRIVE	DAVENPORT	FL	407-724-1709
SOUTH DIXIE TRUCK SALES INC	MARCIA TAYLOR	7253 US HWY 27	PALMDALE	FL	(863) 674-1008
SUNPOWER CONTRACTORS INC	LUIS SUAREZ	1010 W BEACON RD	LAKELAND	FL	7865562717
Second Chance Estates LLC	Wade Valentin	1533 LUNN WOODS TRL	LAKELAND	FL	(863) 529-7931
Seminole Design-Build, Inc.	David Nunez	401 SW 2nd Street	Okeechobee	FL	863-467-1115
SquareBuilt Construction LLC	Grover Benton	332 Avenue B, SW	Winter Haven	FL	(863) 372-8458
Summerlin Fence & Feed Inc	Tina Summerlin	PO Box 981	Davenport	FL	863-422-4537
Sweat Trucking & Paving, Inc.	James Sweat	P.O. Box 1908	OKEECHOBEE	FL	863-357-3000

TMJ Construction	mercia Burt	935 Tangelo Circle	Bartow	FL	863-559-5868
TNT Worldwide LLC	Alonzo Gay	364 Sterling Dr.	Winter Haven	FL	407-963-1359
The Beautiful View Landscape, LLC.	Mary Dodson	11564 NE 51st Place	Okeechobee	FL	863-824-0600
The Generals Plumbing Company LLC	Jeffrey Wilson	7332 hunters greene circle	Lakeland	FL	804-539-1330
Thermal Wrap Incorporated	David Tsang	3850 Anchuca Dr	Lakeland	FL	(863) 345-8932
Unlimited Debri LLC	Julia Vinson	4901 NW 240th Street	Okeechobee	FL	(863) 357-5700
VELCO CONSTRUCTION LLC	Francisco Velez	1808 Lowry Ave	Haines City	FL	407-466-5141
Villa-fuerte Construction LLC	Jose Villafuerte	31 Sevilla Ave	Arcadia	FL	863-444-0143
Wise Choice Sewer Septic Plumbing LLC	Michele Wise	P.O. Box 355	Okeechobee	FL	863-357-7877
biosolids distribution services, llc	Linda StreLOW	PO Box 553	sebring	FL	239-217-4457
Access Solutions Corp	Maggie Medina	6439 Milner Blvd	Orlando	FL	407-900-9879
Airboat Addicts, Inc.	Byron Waters	1508 Altman Road	Wauchula	FL	863-781-3886
All American Site Services, LLC	KRISTEN STANEK	2606 Summitview Drive	Lakeland	FL	863-210-5090
B.O.B THE BUILDERS AND RESTORATION INC.	BELAWN BRIGHT	1848 SUPERIOR COURT	POINCIANA	FL	305-903-9277
BCSLM INC	Leslie Melville	6490 WALKERS GLEN COURT	LAKELAND	FL	(863) 521-5742
BV Contractors	Mayumi Fatinikun	4200 Sebring Parkway, #162	Sebring	FL	(863) 457-3213
Bcslm Inc	Leslie Melville	6490 Walkers Glen Ct	Lakeland	FL	863-521-5742
CayZo Consulting Inc	stephanie warthen	1378 Heritage Landings Dr	Lakeland	FL	813-546-2797
Central Florida Traffic Control	Kellie Burns	1730 Dundee Road	Winter Haven	FL	863-307-5448
Construction Consultants Plus Inc	JOY REARDON	PO Box 12	Fort Ogden	FL	863-381-2170
Dynamic Directional Boring, LLC	Ricky Gehret	4120 Kathleen Rd	Lakeland	FL	863-640-2520
E and S Bobcat Services LLC	Sarah Gilliard	1132 W 9th St	Lakeland	FL	(863) 877-8684
EHS Construction Services	Tzaporaw Sahadeo	403 N Church Ave	Mulberry	FL	813-618-8180
Florida Environmental Service, Inc.	Samantha Kirton	PO Box 92	Okeechobee	FL	863-697-6733
Griffin Fence and Clearing Inc.	Denise Griffin	702 Western Blvd	Lake Placid	FL	863-465-3477
HERA Construction Concrete Services, Inc	Maria Isabel Lopez	504 Timberlane W	Lakeland	FL	813-531-3266
Optima Construction Inc	Everton Jackson	5110 S Florida Ave, Ste 108	Lakeland	FL	863-393-4776
ROBCOR CONTRACTING, LLC	CORRIE FORMAN	125 LONGWOOD ROAD	SEBRING	FL	863-443-0147
Rogers Concrete Services LLC	GERRI ROGERS	3104 NORTH FLORIDA AVE	LAKELAND	FL	863-241-4631
S.E. McDonough & Associates, Inc.	Susan McDonough	1114 Shadowbrook Dr. N.	Lakeland	FL	863-709-0590
SabCon Underground, LLC	Christine Burow	1730 Dundee Rd	Winter Haven	FL	863-268-8225
Summerlin Fence & Feed Inc	Tina Summerlin	PO Box 981	Davenport	FL	863-422-4537
Sunshine State Sports Surfaces, LLC	Mary Narozanick	79 N 5th Street	Eagle Lake	FL	609-410-6151
WATTS CONSTRUCTION, INC.	NICOLE WATTS	4800 WHITE CLAY PIT ROAD	Haines City	FL	863-412-1039
garrard framing & drywall, inc	julie garrard	5578 commercial blvd	winter haven	FL	863-860-9194
Adron Fence Company Inc	Ross Chambers	1132 N.E. 12th Street	Okeechobee	FL	863-763-6255
American Outback Holding Company, Inc.	Betty Choquette	4760 Kenilworth Blvd	Sebring	FL	863-382-1228
David Kellerman DBA Favor Bold Aeromarine	DAVID KELLERMAN	2250 NW 399 Street	OKEECHOBEE	FL	(954) 478-0192
IGC CAPITAL, LLC	KENDRICK IRBY	PO BOX 991	MULBERRY	FL	(239) 707-9093
J. D. Adams Enterprises, LLC	Joshua Adams	801 Unter Den Linden St	Fort Meade	FL	863-258-7730
Kraut Home Services, LLC	Christopher Crouthamel	2028 Shpherd Rd, #302	Mulberry	FL	(352) 306-0057
Quite Water Construction LLC	Roland Lattimore	1282 SW Harlem Cir	Arcadia	FL	(863) 399-0079
TJ and B Air Conditioning and Electric	Jeffrey Babbitt	4201 Bunker Drive	Sebring	FL	609-313-4073
Thermal Wrap Incorporated	David Tsang	3850 Anchuca Dr	Lakeland	FL	(863) 345-8932
WorkerBee's Staffing LLC	Michael Carew	3842 S. Florida Ave.	Lakeland	FL	863-860-8200

CDBG SIGN REQUIREMENTS

2 1/2" spaces

> CITY OF AVON PARK <
CDBG – MITIGATION DRINKING WATER TREATMENT
PLANT IMPROVEMENTS

3" letters
<

2" spaces

CITY COUNCIL
GARRETT ANDERSON MAYOR
JIM BARNARD DEPUTY MAYOR
BRITTANY MCGUIRE COUNCILMEMBER
MICHELLE MECURE COUNCILMEMBER
BERNICE TAYLOR COUNCILMEMBER

< 2" letters

(NAME HERE)

FINANCE DIRECTOR: MELODY
SAUERHAFFER
CONTRACTOR: (INSERT NAME, ADDRESS, NUMBER) *
< GUARDIAN CRM, INC
<

1 1/2" letters

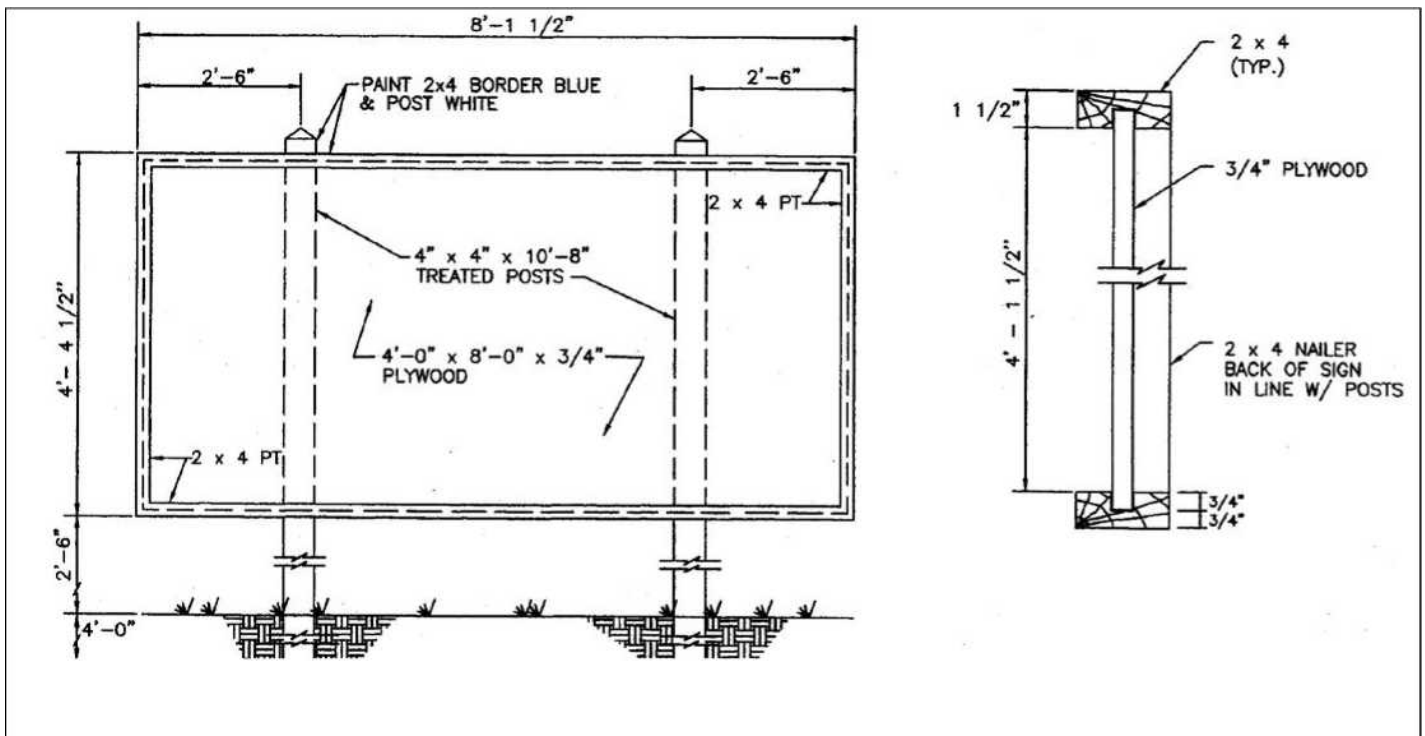
ENGINEER
(ADDRESS
HERE)>

1 1/2"
(WITH 1"
SPACES)

GRANTS MANAGER
DADE CITY,
FLORIDA
EQUAL OPPORTUNITY / AFFIRMATIVE ACTION EMPLOYER

1 1/2"
(WITH 1"
SPACES)

1" letters



**SECTION 00700
INSURANCE
(SUBMITTAL PAGE)**

By signing below the Proposer is stating that they fully understand the insurance requirements for the project and if awarded the proposal will provide all insurance coverage as required in Bid #23-06.

The requirements are as follows:

- Proposer is insured with a company licensed to do business in the State of Florida
- The insurance company is rated A VIII or better by A.M. Best Rating Company (Workers Compensation, General and Automobile policies)
- The City will be named as an additional insured for general and automobile liability
- The certificate will contain a 30-day written notice of cancellation and a 10-day written notice of non-payment
- The General Liability and Worker's Compensation policies will contain waiver of subrogation in favor of The City

Company Name

Bidder (signature)

INDEMNIFICATION

To the fullest extent permitted by laws and regulations, and in consideration of the amount stated on any Purchase Order, the Contractor shall defend, indemnify, and hold harmless the City, its officers, directors, agents, guests, invitees, and employees from and against all liabilities, damages, losses, and costs, direct, indirect, or consequential (including but not limited to reasonable fees and charges of engineers, architects, attorneys, and other professionals and court and arbitration costs) arising out of or resulting from any acts of negligence, recklessness or intentional wrongful misconduct in the performance of the work by the Contractor, any Subcontractor, or any person or organization directly or indirectly employed by any of them to perform or furnish any of the work or anyone for whose acts any of them may be liable.

In any and all claims against the City, or any of its officers, directors, agents, or employees by any employee of the Contractor, any Subcontractor, any person or organization directly or indirectly employed by any of them to perform or furnish any of the work or anyone for whose acts any of them may be liable, this indemnification obligation shall not be limited in any way by any limitation on the amount or type of damages, compensation, or benefits payable by or for the Contractor or any Subcontractor or other person or organization under workers' or workmen's compensation acts, disability benefit acts, or other employee benefit acts, nor shall this indemnification obligation be limited in any way by any limitation on the amount or type of insurance coverage provided by the City, the Contractor, or any of his Subcontractors. To the extent this Indemnification conflicts with

any provision of Florida Law or Statute, this indemnification shall be deemed to be amended in such manner as to be consistent with such Law or Statute.

Subrogation: The Contractor and his Subcontractors agree by entering into this contract to a Waiver of Subrogation for each required policy herein. When required by the insurer, or should a policy condition not permit Contractor or Subcontractor to enter into a pre-loss agreement to waive subrogation without an endorsement, then Contractor or Subcontractor agrees to notify the insurer and request the 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 includes a condition specifically prohibiting such an endorsement, or voids coverage should Contractor or Subcontractor enter into such an agreement on a pre-loss basis.

Release of Liability: Acceptance of the Contractor of the last payment shall be a release to the City and every officer and agent thereof, from all claims and liability hereunder for anything done or furnished for, or relating to the work, or for any act or neglect of the City or of any person relating to or affecting the work.

Savings Clause: The parties agree that to the extent the written terms of this Indemnification conflict with any provisions of Florida laws or statutes, in particular Sections 725.06 and 725.08 of the Florida Statutes, the written terms of this indemnification shall be deemed by any court of competent jurisdiction to be modified in such a manner as to be in full and complete compliance with all such laws or statutes and to contain such limiting conditions, or limitations of liability, or to not contain any unenforceable, or prohibited term or terms, such that this Indemnification shall be enforceable in accordance with and to the greatest extent permitted by Florida Law.

BY:
Signature of Owner or Officer

DATE: **ATTEST:**
Corporate Secretary or Witness

STATE OF:
COUNTY OF: **Organization Phone Number**

The foregoing instrument was acknowledged before me this day of 2024 by
_____, of _____,
Printed Name Company Name
He/She is personally known to me or has produced _____ as
State Drivers License Number
Identification, and did /did not take an oath.

Signature of Person Taking Acknowledgment

Printed Name of Person Taking Acknowledgment

Notary Seal

**SWORN STATEMENT PURSUANT TO SECTION 287.133(3)(a), FLORIDA STATUTES,
ON PUBLIC ENTITY CRIMES**

THIS FORM MUST BE SIGNED AND SWORN TO IN THE PRESENCE OF A NOTARY PUBLIC OR OTHER OFFICIAL AUTHORIZED TO ADMINISTER OATHS.

1. This sworn statement is submitted to [print name of the public entity]

by [print individual's name and title]

for

[print name of entity submitting sworn statement]

whose business address is

and (if applicable) its Federal Employer Identification Number (FEIN) is

(if the entity has no FEIN, include the Social Security Number of the individual signing this

sworn statement:

.)

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

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

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

1. A predecessor or successor of a person convicted of a public entity crime; or
2. An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term "affiliate" included those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate.

The ownership by one person of shares constituting a controlling interest in another person, or a pooling of equipment or income among persons when not for fair market value under an arm's length agreement, shall be a prima facie case that one person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months shall be considered an affiliate.

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

6. Based on information and belief, the statement which I have marked below is true in relation to the entity submitting this sworn statement. [indicate which statement applies]

Neither the entity submitting this sworn statement, nor any of its officers, directors, executives,

partners, shareholders, employees, members, or agents who are active in the management of the entity, nor any affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989.

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

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

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

[signature]

STATE OF
FLORIDA
COUNTY OF
HIGHLANDS

The foregoing instrument was acknowledged before me this

by _____ who is personally known to me and who did not take an
oath.

Notary Public, Commission
No.: My Commission
Expires:

(printed name)

ALLEGED NEGLIGENCE OR BREACH OF CONTRACT DISCLOSURE FORM

Please fill in the form below. Provide a sheet for each incident that has occurred over the past 10 years.

Please complete in chronological order with the most recent incident on starting on page 1. Please do not modify this form or submit your own variation.

1. Your Company Name		
2. Type of Incident (check appropriate box)	<input type="checkbox"/> Alleged Negligence	<input type="checkbox"/> Alleged Breach of Contract
3. Date of Incident		
4. Who Took Action Against Your Company? (Include name, state, and City.)		
5. What was the initial circumstance for this action?		
6. What was the final outcome of this action?		

Make as many copies of this sheet as necessary in order to provide a 10 year history of the requested

information. Provide this sheet to your primary partners that are listed in your proposal. If there is no action pending or action taken in the last 10 years, write 'NONE' on the page and return it with the company name completed.

Page Number ____ of

Update the page numbers to reflect the current page and the total number of pages for this form. If you must use a separate sheet to continue an explanation please reference the page and item number on the separate sheet. Example: Page 3, Item 5.

Receipt of Addenda Acknowledgement

Bidder shall acknowledge below the receipt of any and all Addenda, if any, to the Plans and Specifications, listing the Addenda by number and date.

Addendum No.: _____ Date: _____ Signature: _____

Addendum No.: _____ Date: _____ Signature: _____

Addendum No.: _____ Date: _____ Signature: _____

Addendum No.: _____ Date: _____ Signature: _____

Addendum No.: _____ Date: _____ Signature: _____

Bid Acknowledgement

This acknowledgment shall be signed, in blue ink, by a corporate officer, partner, or proprietor:

I certify that this bid is made without prior understanding, agreement, or connection with any corporation, firm, or person submitting a bid for the same construction, service, or material and is in all respects fair and without collusion or fraud. I agree to abide by all conditions of this bid and certify that I have read and understand the bidding documents in their entirety. I have completed and submitted all bid submittals and I am authorized to sign this bid for the Bidder.

Authorized Signature

Date

Name of Authorized Person: _____

Title / Position of Authorized Person: _____

CONTRACTOR/VENDOR REFERENCES

Name of company submitting bid: _____

Name of Company Contact Person: _____

References

Contact Person: _____	Title: _____
Phone Number: _____	E-Mail: _____
Company Name: _____	
Address: _____	
Contact Person: _____	Title: _____
Phone Number: _____	E-Mail: _____
Company Name: _____	
Address: _____	
Contact Person: _____	Title: _____
Phone Number: _____	E-Mail: _____
Company Name: _____	
Address: _____	
Contact Person: _____	Title: _____
Phone Number: _____	E-Mail: _____
Company Name: _____	
Address: _____	
Contact Person: _____	Title: _____
Phone Number: _____	E-Mail: _____
Company Name: _____	
Address: _____	

SECTION 00800 GENERAL CONDITIONS

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1.0 GENERAL

The purpose of this section is to identify terms, clarify the intent of the plans and specifications, designate liabilities and warranties, specify the schedule of payment, and describe bonding and insurance requirements. These general conditions apply to the work as a whole and to each and all branches of the work. The subcontractor shall be supplied with a copy of these general conditions and no arrangements with the subcontractor are to be such as to conflict with the general conditions. They shall also apply to any extra work or modifications.

2 .0 DEFINITIONS

- A. ADDENDA – Written or graphic instruments issued prior to the execution of the Agreement that modify or interpret the Contract Documents, Drawings and Specifications, by additions, deletions, clarifications, or corrections.
- B. BID – The offer or proposal of the BIDDER submitted on the prescribed form setting forth the price for the WORK to be performed.
- C. BIDDER – Any person, firm, or corporation submitting a BID for the WORK.
- D. BONDS – Bid, Performance-Payment Bond, and other instruments of surety, furnished by the CONTRACTOR and the CONTRACTOR'S surety in accordance with the CONTRACT DOCUMENTS.
- E. CHANGE ORDER – A written order to the CONTRACTOR authorizing an addition, deletion, or revision in the WORK within the general scope of the CONTRACT DOCUMENTS, or authorizing an adjustment in the CONTRACT PRICE or CONTRACT TIME.
- F. CONTRACT DOCUMENTS – The contract, including Advertisement for BIDS, Information for BIDDERS, BID, BID BOND, Agreement, Performance Payment Bond, NOTICE OF AWARD, NOTICE TO PROCEED, CHANGE ORDER, DRAWINGS, SPECIFICATIONS, and ADDENDA.
- G. CONTRACT PRICE – The total monies payable to the CONTRACTOR under the terms and conditions of the CONTRACT DOCUMENTS.
- H. CONTRACT TIME – The number of calendar days stated in the CONTRACT DOCUMENTS for the completion of the WORK.
- I. CONTRACTOR – The person, firm, or corporation with whom the OWNER has executed the Agreement.
- J. DRAWINGS – The parts of the CONTRACT DOCUMENTS which show the characteristics and scope of the WORK to be performed and which have been prepared or approved by the ENGINEER.
- K. ENGINEER – The person, firm, or corporation designated by the Owner as consultant, who shall represent the Owner in the inspection, monitoring, and administration of the work. The word Engineer shall include officers, agents and employees of the Engineer.
- L. FIELD ORDER – A written order effecting a change in the WORK not involving an adjustment in the CONTRACT PRICE or an extension of the CONTRACT TIME, issued by the ENGINEER to the CONTRACTOR during construction.

- M. NOTICE OF AWARD – The written notice of the acceptance of the BID from the OWNER to the successful BIDDER.
- N. NOTICE TO PROCEED – Written communication issued by the OWNER to the CONTRACTOR authorizing him/her to proceed with the WORK and establishing the date for commencement of the WORK.
- O. OWNER – A public or quasi-public body or authority, corporation, association, partnership, or an individual for whom the WORK is to be performed.
- P. PROJECT – The undertaking to be performed as provided in the CONTRACT DOCUMENTS.
- Q. SHOP DRAWINGS – All drawings, diagrams, illustrations, brochures, schedules and other data which are prepared by the CONTRACTOR, a SUBCONTRACTOR, manufacturer, SUPPLIER or distributor, which illustrate how specific portions of the WORK shall be fabricated or installed.
- R. SPECIFICATIONS – A part of the CONTRACT DOCUMENTS consisting of written descriptions of a technical nature of materials, equipment, construction systems, standards and workmanship.
- S. SUBCONTRACTOR – An individual, firm, or corporation having a direct contract with CONTRACTOR or with any other SUBCONTRACTOR for the performance of a part of the WORK at the site.
- T. SUPPLIER – Any person or organization who supplies materials or equipment for the WORK, including that fabricated to a special design, but who does not perform labor at the site.
- U. WORK – All labor necessary to produce the construction required by the CONTRACT DOCUMENTS, and all materials and equipment incorporated or to be incorporated in the PROJECT.
- V. WRITTEN NOTICE – Any notice to any party of the Agreement relative to any part of this Agreement in writing and considered delivered and the service thereof completed, when posted by certified or registered mail to the said party at their last given address or delivered in person to said party or their authorized representative on the WORK.

3.0 SUPERVISION AND INSPECTION

The supervision by the Engineer of the work is for the purpose of assuring the Owner that the terms of the contract documents are being properly executed and while the Engineer is instructed to give the Contractor all possible assistance, it is not intended to relieve the Contractor from responsibility for the work and any work which proves faulty must be made right by him.

It is not incumbent upon the Engineer to notify the Contractor to begin, to stop, to resume, or to give early notice or rejection of faulty materials or workmanship, or in any case to superintend to the extent of relieving the Contractor of responsibility or of any consequences of neglect or carelessness of himself or his subordinates.

It is mutually agreed that the Engineer shall decide all questions, difficulties, and disputes of whatever nature, which may arise relative to the interpretation of the plans, construction, prosecution and fulfillment of this contract, and as to type, quantity and value of any work done, the materials

furnished under or by means of this contract; and their estimates and decisions upon all claims, questions and disputes shall be final and conclusive upon the parties hereto.

The Engineers and their representatives shall at all times have safe access to the work, wherever it is in preparation or progress, and the Contractor shall provide proper facilities for such access and inspection.

If the specifications, the Engineer's instruction, laws or ordinances of any public authority require any work to be specially tested or approved, the Contractor shall give the Engineer timely notice of its readiness for inspection, and if the inspection is by another authority than the Engineer, of the date fixed for such inspection. Inspections by the Engineer shall be promptly made and where practicable at the source of supply.

All work done and materials furnished shall be subject at all times to inspection by the Engineer and any part condemned by them shall be, as soon as possible, removed and replaced at the Contractor's expense. If the Contractor refuses to replace or delays an unwarranted length of time in replacing such condemned work, the Engineer may stop the Contractor and the work, and all expenses pertaining thereto shall be deducted from the amount due, or to become due to the Contractor from the Owner.

Inspectors may be appointed to see that instructions of the Engineer are carried out and that the plans and specifications are so complied with. The Engineer shall not be barred from re-inspecting at any time, work passed on by the inspector, and making additional rejections for causes which may have been existent but not formerly apparent.

If any work should be covered up without the approval or consent of the Engineer, it must, if required by the Engineer, be uncovered for examination at the Contractor's expense. Re-examination of questioned work may be ordered by the Engineer, and if so ordered, the work must be uncovered by the Contractor. If such work is found to be in accordance with the Contract Documents, the Owner shall pay the cost of uncovering and replacement. If said work is found to be not in accordance with the Contract Documents, the Contractor shall pay the cost.

4 .0 SUPERINTENDENCE - SUPERVISION

The Contractor shall keep on his work during its progress a competent Superintendent and any necessary assistants all satisfactory to the Engineer. The superintendent shall not be changed except with the consent of the Engineer, unless the superintendent proves to be unsatisfactory to the Contractor and ceases to be in his employ. The superintendent shall represent the Contractor in his absence and all directions given to him shall be as binding as if given to the Contractor. Other directions shall be confined on written request in each case. The Contractor shall give efficient supervision of the work, using his best skill and attention. The superintendent shall be present on the site at all times, as required, to perform adequate supervision and coordination of the work to the Engineer's satisfaction.

If the Contractor, in the course of the work, finds any discrepancy between the drawings and the physical conditions of the locality, or any errors or omissions in drawings or in layout as given by points and instruction, it shall be his duty to immediately inform the Engineer, in writing, and the Engineer shall promptly verify the same. Any work done after such discovery shall be done at the Contractor's risk.

5 .0 TESTING

Unless specified otherwise the Contractor will designate an independent testing laboratory to be used for testing of materials and quality of construction on the project, and will pay the costs incurred by that testing laboratory. The Contractor shall pay the cost for any re-tests due to failures. The Contractor shall be responsible for causing to be performed all tests required in the specifications, prior to advancing to the next phase of construction. It shall be the responsibility of the Contractor to notify the Engineer at least 48 hours in advance of any testing which he has scheduled so that the

Engineer may witness the test or the taking of test samples. The Engineer may select the location of the entity to be tested or may leave it to the discretion of the technician employed by the laboratory if he so chooses. The Contractor shall cause the Owner to be furnished with all certified test reports which verify satisfactory completion of the work.

6 .0 DRAWINGS AND SPECIFICATIONS

The intent of the Drawings and Specifications is that the Contractor shall furnish all labor, materials, tools, equipment, and transportation necessary for the proper execution of the Work in Accordance with the contract documents and all incidental work necessary to complete the Project in an acceptable manner, ready for use by the Owner. In case of conflict between the Drawing and Specifications, the Specifications shall govern. Figure dimensions on Drawings shall govern over scaled dimensions.

Any discrepancies found between the Drawings and Specifications and site conditions or any inconsistencies or ambiguities in the Drawings or Specifications shall be immediately reported to the Engineer, in writing, who shall promptly correct such inconsistencies or ambiguities in writing. Work done by the Contractor after discovery of such discrepancies, inconsistencies or ambiguities shall be done at the Contractor's risk.

The Contractor shall be furnished three (3) copies of the plans and specifications upon notice to begin work. Should the Contractor desire more than three (3) sets of these plans, he may obtain these by paying the cost of reproduction. The Contractor shall keep one (1) copy of all drawings and specifications at the site in good order, available to the Engineer and his representatives.

7 .0 SHOP DRAWINGS

The Contractor shall promptly submit electronic copies of all shop drawings and schedule required for the work of the various trades and the Engineer shall pass upon them with reasonable promptness making any desired corrections that are necessary in order to meet the intent of the plans and specifications. The Contractor shall make any corrections required by the Engineer, file with him and furnish revised electronic copies. The Engineer's approval of such drawings or schedules shall not relieve the Contractor of his responsibility for deviation from drawings or specifications unless he has called the Engineer's attention to such deviation at the time of submission, nor shall it relieve him from responsibility for errors of any sort in the shop drawings or schedules.

When submitted for the Engineer's review, Shop Drawings shall bear the Contractor's certification that he has reviewed, checked and approved the Shop Drawings and that they are in conformance with the requirements of the Contract Documents.

8 .0 MATERIALS, SERVICES, AND FACILITIES

It is understood that, except as otherwise specifically stated in the Contract Documents, the Contractor shall provide and pay for all materials, labor, tools, equipment, water, light, power, transportation, supervision, temporary construction of any nature, and all other services and facilities of any nature whatsoever necessary to execute, complete, and deliver the Work within the specified time.

Materials and equipment shall be so stored as to insure the preservation of their quality and fitness for the Work. Stored materials and equipment to be incorporated in the Work shall be located so as to facilitate prompt inspection.

Manufactured articles, materials, and equipment shall be applied, installed, connected, erected, used, cleaned, and conditioned as directed by the manufacturer.

Materials, supplies, or equipment to be incorporated into the Work shall not be purchased by the Contractor or the Subcontractor subject to a chattel mortgage or under a conditional sale contract or other agreement by which interest is retained by the seller.

9 .0 SUBSTITUTIONS

Whenever a material, article, or piece of equipment is identified on the Drawings or Specifications by reference to brand name or catalog numbers, it shall be understood that this is referenced for the purpose of defining the performance or other salient requirements and that other products or equal capacities, quality and function shall be considered. The Contractor may recommend the substitution of a material, article or piece of equipment of equal substance and function for those referred to in the Contract Documents by reference to brand name or catalog number, and if, in the opinion of the Engineer, such material, article, or piece of equipment is of equal substance and function to that specified, the Engineer may approve its substitution and use by the Contractor. Any cost differential shall be deductible from the Contract Price and the Contract Documents shall be appropriately modified by Change Order. The Contractor warrants that if substitutes are approved, no major changes in the function or general design of the Project will result. Incidental changes or extra component parts required to accommodate the substitute will be made by the Contractor without a change in the Contract Price or Contract Time.

10 .0 COMPLIANCE WITH STATUTES

The Contractor and all subcontractors shall secure all licenses and permits and comply with all laws, regulations and building codes as required by the State, City or Town, and County or agencies thereof, in which the project is to be constructed, also with all regulations for the protection of workers and in respect to wages and hours which may be promulgated by the Federal Government, and Laws of Florida, relating to prevailing wage rate for laborers, mechanics and apprentices on certain public works when said law is applicable.

11 .0 PROTECTION OF WORK, PROPERTY, AND PERSONS

The Contractor will be responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the Work. The Contractor will take all necessary precautions for the safety of, and will provide the necessary protection to prevent damage, injury or loss to all employees on the Work and all materials or equipment to be incorporated therein, whether stored on or off the site, and other property at the site or adjacent thereto, including trees, shrubs, lawns, walks, pavements, roadway, structures and utilities not designated for removal, relocation or replacement in the course of construction.

The Contractor will comply with all applicable laws, ordinances, rules, regulations and orders of any public body having jurisdiction. The Contractor will erect and maintain, as required by the conditions and progress of the Work, all necessary safeguards for safety and protection. The Contractor will notify owners of adjacent utilities when prosecution of the Work may affect them. The Contractor will remedy all damage, injury or loss to any property caused, directly or indirectly, in whole or part, by the Contractor, any Subcontractor or anyone directly or indirectly employed by any of them or anyone of whose acts any of them be liable, except damage or loss attributable to the fault of the Contract Documents or to the acts or omissions of the Owner, of the Engineer or anyone employed by either of them or anyone whose acts either of them may be liable, and not attributable, directly or indirectly, in whole or in part, to the fault or negligence of the Contractor.

In emergencies affecting the safety of persons or the Work or property at the site or adjacent thereto, the Contractor, without special instructions or authorization from the Engineer or Owner, shall act to prevent threatened damage, injury or loss. The Contractor will give the Engineer promptly, written notice of any significant changes in the Work or deviations from the Contract Documents caused thereby, and a Change Order shall thereupon be issued covering the changes and deviations involved.

12 .0 CHANGES IN THE WORK

The Owner, without invalidating the contract, may order extra work to be done, or make changes by altering, adding to or deducting from the work, the Contract sum being adjusted accordingly. All such work shall be executed under the conditions of the original contract except that any claim for extension of time caused thereby shall be adjusted at the time of ordering such changes.

In giving instructions, the Engineer shall have the authority to make minor changes in the work, not involving extra cost, and not consistent with the purpose of the work, but otherwise, except in an emergency endangering life or property, no extra work or change shall be made unless in pursuance of a written order by the Engineer, and no claim for additions to the contract sum shall be valid unless so ordered.

13 .0 CHANGES IN CONTRACT PRICE

The Contract Price may be changed only by a Change Order. The value of any Work covered by a Change Order or of any claim for increase or decrease in the Contract Price shall be determined by one or more of the following methods in the order of precedence listed below:

- A. By unit price named in Contract and subsequently agreed upon.
- B. By a lump sum mutually agreed upon by the Engineer and Contractor; or
- C. If no such unit prices are set forth and if the parties cannot agree upon a lump sum, then by the actual net cost in money to the Contractor of the wages of applied labor (including premiums for Workmen's Compensation Insurance, and Social Security taxes); plus twenty per centum (20%) as compensation or all items of profit, administration, overhead, superintendence, insurance other than Workmen's Compensation Insurance, materials used in temporary structures, allowances made by the Contractor to Subcontractors, additional premiums upon the performance bond of the Contractor and the use of small tools; plus the net cost to the Contractor for the materials required in the extra work; plus the cost of rental for plant equipment (other than small tools) required and approved for the extra work.

The Owner may at any time, by a written order, without notice to the Sureties, and without invalidating the Contract, require the performance of such extra work or substantial changes in the work as it may find necessary or desirable, and the Contract amount shall be adjusted by Change Order as discussed above.

If the Contractor claims that any instruction or drawings or otherwise involve extra cost under this contract, he shall give the Engineer written notice thereof within a reasonable time after the receipt of such instruction, and in any event before proceeding to execute the work, except in emergency endangering lives or property, and the procedure shall then be as provided for in this section.

14 .0 TIME FOR COMPLETION AND LIQUIDATED DAMAGES

The date of beginning and time for completion of the Work are essential conditions of the Contract Documents and the Work embraced shall be commenced on a date specified in the Notice to Proceed.

The Contractor will proceed with the Work at such rate of progress to insure full completion within the Contract Time. It is expressly understood and agreed, by and between the Contractor and the Owner, that the Contract Time for the completion of the Work described herein is a reasonable time, taking into consideration the average climatic and economic conditions and other factors prevailing in the locality of the Work.

If the Contractor shall fail to complete the Work within the Contract Time, or extension of time granted by the Owner, then the Contractor will pay to the Owner the amount for liquidated damages as specified in the Bid for each calendar day that the Contractor shall be in default after the time stipulated in the Contract Documents.

The Contractor shall not be charged with liquidated damages or any excess cost when the delay in completion of the Work is due to the following and the Contractor has promptly given Written Notice of such delay to the Owner or Engineer.

- A. To any preference, priority, or allocation under duly issued by the Owner.

- B. To unforeseeable causes beyond the control and without the fault or negligence of the Contractor, including but not restricted to, acts of God, or of the public enemy, acts of the Owner, acts of another Contractor in the performance of a contract with the Owner, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, and abnormal and unforeseeable weather.

15 .0 CORRECTION OF WORK

The Contractor shall promptly remove from the premises all Work rejected by the Engineer for failure to comply with the Contract Documents, whether incorporated in the construction or not, and the Contractor shall promptly replace and re-execute the Work in accordance with the Contract Documents and without expense to the Owner and shall bear the expense of making good all Work of other Contractors destroyed or damaged by such removal or replacement.

All removal and replacement work shall be done at the Contractor's expense. If the Contractor does not take action to remove such rejected work within ten (10) days after receipt of Written Notice, the Owner may remove such work and store the materials at the expense of the Contractor.

16 .0 SUB-SURFACE DATA

All sub-surface data shown on the plans, such as; ground water elevation, soil conditions, underground structure locations, sewer lines, water lines, telephone cables, conduit, electric cables, and etc., are shown on plans for the Contractor's general information only, and such information shown is not warranted or guaranteed by the Engineer.

The Contractor will be required, at his own expense, to do everything necessary to locate, (including excavation of test pits) protect, support, and sustain water, gas and service pipe, storm and sanitary sewers, existing structures, electric light and power lines, telephone poles, conduits, roads and other fixtures on the site of the work. In case any of the said water, gas, and service pipes, storm and sanitary sewers, existing structures, electric light and power lines, telephone poles, conduits, road and other fixtures be damaged, they shall be repaired, but the cost thereof shall be considered as having been included in the prices stipulated for the various items of work to be done under contract.

The Contractor shall promptly, and before such conditions are disturbed, except in the event of an emergency, notify the Owner by Written Notice of:

- A. Sub-surface or latent physical conditions at the site differing materially from those indicated in the Contract Documents; or
- B. Unknown physical conditions at the site, of an unusual nature, differing materially from those ordinarily encountered and generally recognized as inherent in Work of the character provided for in the Contract Documents.

The Owner shall promptly investigate the conditions, and if it is found that such conditions do so materially differ and cause an increase or decrease in the cost of, or in the time required for, performance of the Work, an equitable adjustment shall be made and the Contract Documents shall be modified by a Change Order. Any claim of the Contractor for adjustment hereunder shall not be allowed, unless the required Written Notice has been given; provided that the Owner may, if the Owner determines the facts so justify, consider and adjust any claims asserted before the date of final payment.

17 .0 SUSPENSION OF WORK, TERMINATION AND DELAY

The Owner may suspend the Work or any portion thereof for a period of not more than ninety (90) days or such further time as agreed upon by the Contractor, by Written Notice to the Contractor and the Engineer which shall fix the date on which work shall be resumed. The Contractor will resume that work on the date so fixed. The Contractor will be allowed an increase in the Contract Price or an extension of the Contract Time, or both, directly attributable to any suspension.

If the Contractor is adjudged as bankrupt or insolvent, or makes a general assignment for the benefit of its creditors, or if a trustee or receiver is appointed for the Contractor or for any of its property, or if the Contractor files a petition to take advantage of any debtor's act, or to reorganize under the bankruptcy or applicable laws, or repeatedly fails to supply sufficient skilled workmen or suitable materials or equipment or disregards laws, ordinances, rules, regulations or orders of any public body having jurisdiction of the Work or disregards the authority of the Engineer, or otherwise violates any provision of the Contract Documents, then the Owner may, without prejudice to any other right or remedy and after giving the Contractor and its surety a minimum of ten (10) days from delivery of a Written notice, terminate the services of the Contractor and take possession of the Project and of all materials, equipment, tools, construction equipment and machinery thereon owned by the Contractor, and finish the Work by whatever method the Owner may deem expedient. In such case the Contractor shall not be entitled to receive any further payment until the Work is finished. If the unpaid balance of the Contract Price exceeds the direct and indirect costs of completing the Project, including compensation for additional professional services, such excess SHALL BE PAID TO THE CONTRACTOR. If such cost exceeds such unpaid balance, the Contractor will pay the difference to the Owner. Such costs incurred by the Owner will be determined by the Engineer and incorporated in a Change Order.

Where the Contractor's services have been so terminated by the Owner, said termination shall not affect any right of the Owner against the Contractor then existing or which may thereafter accrue.

Any retention or payment of monies by the Owner due the Contractor will not release the Contractor from compliance with the Contract Documents.

After ten (10) days from delivery of a Written Notice to the Contractor and the Engineer, the Owner may, without cause and without prejudice to any other right or remedy, elect to abandon the Project and terminate the Contract. In such case the Contractor shall be paid for all Work executed and any expense sustained plus reasonable profit.

If, through no act or fault of the Contractor, the Work is suspended for a period of more than ninety (90) days by the Owner or under an order of court or other public authority, or the Engineer fails to act on any request for payment within thirty (30) days after it is submitted, or if the Owner fails to pay the Contractor substantially the sum approved by the Engineer, or awarded by arbitrators within thirty (30) days of its approval and presentation, then the Contractor may, after ten (10) days from delivery of a Written Notice to the Owner and the Engineer, terminate the Contract and recover from the Owner payment for all Work executed and all expenses sustained. In addition and in lieu of terminating the Contract, if the Engineer has failed to act on a request for payment or if the Owner has failed to make any payment as aforesaid, the Contractor may upon ten (10) days Written Notice to the Owner and the Engineer, stop the Work until paid all amounts then due, in which event and upon resumption of the Work, Change Order shall be issued for adjusting the Contract Price or extending the Contract Time or both to compensate for the costs and delays attributable to the stoppage of the Work.

If the performance of all or any portion of the Work is suspended, delayed, or interrupted as a result of a failure of the Owner or Engineer to act within the time specified in the Contract Documents, or if no time is specified, within a reasonable time, an adjustment in the Contract Price or an extension of the Contract Time, or both, shall be made by Change Order to compensate the Contractor for the costs and delays necessarily caused by the failure of the Owner or Engineer.

18 .0 PAYMENTS TO THE CONTRACTOR

If a pay request is submitted by the Contractor no later than the 1st day of each calendar month, then no later than the 30th day of each calendar month, the Owner will make partial payments to the Contractor on the basis of a certified estimate of the work performed during the preceding calendar month by the Contractor. Upon such estimate being made and certified by the Engineer and approved by the Owner, the Owner will pay to the Contractor ninety (90) percent of the amount established in such an estimate as the value of the work completed. Such payment shall be considered, however, only as an advance payment and not as part of the final payment to the Contractor.

All payment requests for materials and Work requiring testing shall be accompanied by certified test reports which must be approved by the Engineer as being in compliance with the Specifications before payment will be authorized.

Materials in reasonable quantities which are delivered for incorporation in the work but not yet so used may be included on monthly estimates for payment. The Contractor shall submit with the monthly estimate to reflect the unincorporated material an original and one (1) copy of itemized receipted invoices certifying to the delivery of the quantity set forth on the estimate to the site of the work, upon the property of the Owner.

The Contractor shall mark or identify such material and shall be solely responsible for its safekeeping and usability at the time it is to be incorporated in the structure or project and shall, at his own expense, care for and protect the same and take out insurance against theft, loss from any other cause, damage, destruction and/or such other risks as may be involved, which would render the aforesaid materials unfit or unavailable for incorporation into the Project.

Payment for materials stored at the site shall be based on actual cost for same as shown by the receipted invoices and shall not exceed the cost of materials as indicated on the approved "breakdown sheet" for the particular items involved. It is understood and agreed that should the Owner at any time during the progress of the work consider the amount withheld on monthly estimates for payment to be in excess of the amount necessary to complete the work or necessary for the full and ample protection of the Owner, then the Owner, with the written consent of the Contractor's Surety, may reduce the percentage retained to an amount sufficient for the Owner's proper protection.

No estimate given, nor payments made, shall be conclusive of the performance of the contract either wholly or in part, and no estimates, payments or certificates of final payment shall be construed to be an acceptance of inferior or defective work or materials.

The Owner may withhold or, on account of subsequently discovered evidence, multiply the whole or a part of any certificate to such extent as may be necessary to protect himself from loss on account of:

- A. Defective work not remedied.
- B. Claims filed or reasonable evidence indicting probable filing of claims.
- C. Failure of the Contractor to make payments promptly to subcontractors or for material, labor, or equipment.
- D. A reasonable doubt that the contract can be completed for the balance then unpaid.
- E. Damage to another Contractor.
- F. Failure of Contractor to clean-up or restore the project site or right-of-ways.
- G. Insolvency of Contractor.
- H. Manifest intent of Contractor not to proceed diligently or to complete this Contract.

When the above grounds are removed, payment shall be made for amounts withheld because of them.

19.0 LIENS AND FINAL PAYMENT

Neither the final payment nor any part of the retained percentage shall become due until the Contractor, if required, shall deliver to the Owner a complete release of all liens arising out of this Contract, or receipts in full in lieu thereof and, if required in either case, an affidavit that so far as he has knowledge or information the releases and receipts include all the labor and material for which alien could be filed, but the Contractor may if any subcontractor refuses to furnish a release or receipt in full, furnish a bond satisfactory to the Engineer, to indemnify the Owner against any lien. If any lien remains unsatisfied after all payments are made, the Contractor shall refund to the Owner all monies that the latter may be compelled to pay in discharging such a lien, including all costs including administrative costs and a reasonable attorney's fee.

The final payment shall not become due and payable until the Contractor shall have furnished the

Owner with satisfactory evidence that all labor, materials, outstanding claims and indebtedness of whatsoever nature arising out of the performance of the Contractor have been paid, and until the Contractor shall have furnished a written statement to such effect executed by the Contractor and Sureties, which will further provide that payment to the Contractor of the final estimate, shall not relieve any Surety of its obligation to the Owner as set forth in the Surety Bonds. Where one or more claims against the Contractor, which are in controversy, appear unsatisfied, the Owner shall have the discretion to direct final payment to be made, or a partial payment to be made, from the retained percentage, should it be determined that the withholding of the entire final payment would work a hardship on the Contractor or delay the final payments of other Contractors or Subcontractors on the Project. In such cases, the Contractor and Sureties shall provide the evidences and statements required under this paragraph, but shall itemize the claims which remain unsatisfied, giving the reason therefore, and the statements of the Surety Companies shall provide that the final payment

or partial payment, as the case may be, shall not relieve any Surety of any obligations to the Owner, as set forth in the Surety Bonds. If only partial payment is permitted under this paragraph from the retained percentage, the final payment shall not be made until the Contractor shall have furnished satisfactory evidence and a statement from the Surety that all claims against the Contractor have been paid and that payment to the Contractor shall have furnished satisfactory evidence and a statement from the Surety that all claims against the contractor have been paid and that payment to the Contractor of the Contract balance shall not relieve the Surety of any of its obligations to the Owner as provided in the Surety's Bond.

20.0 ACCEPTANCE OF THE WORK, GUARANTEE, AND RELEASE

Following the completion of this contract, as such completion is defined in the specifications and as soon thereafter as practicable, the Owner, his representative or the Engineer will inspect the work and the Engineer will make a final estimate of the amount and value of work done by the Contractor. If the said work appears to be satisfactory and appears to be done in accordance with the provisions and terms of the Contract Documents, the Owner, upon notice of completion from the Engineer, and within thirty-six (36) days after the final estimate of work is made and certified by the Engineer as correct and unpaid and is approved, will pay to the Contractor the full value of the work done under this Contract, less any amounts previously paid and less any advances whatsoever, and the Owner will certify the work as completed and will accept it. Said acceptance will, however, be in all events conditional upon the subsequent remedying by the Contractor of defects in workmanship or materials which may become apparent within a period of one (1) year following the date of acceptance as herein required. In the event the Owner refuses or declines to certify the work as completed and accepted and make final payment therefore within thirty-six (36) days after notice and certification from the Engineer as provided for herein, the Owner shall immediately set forth in writing to the Contractor and the Engineer the reasons for such non-acceptance of the Work. After all valid reasons for non-acceptance have been removed, the Owner shall execute the final certificate of completion and acceptance and shall make final payment hereunder.

All prior estimates and payments, including those relating the extra work, shall be subject to correction or adjustment by the final cost estimate. Such final payment, however, shall not serve as a release of the Contractor or of his Sureties from the previously required guarantee against defects in contract performance for a period of one (1) year following the date of acceptance of the Work by the Owner.

The acceptance by the Contractor of the final payment, made as aforesaid, shall operate as and shall be released to the Owner and to the Engineer and every member and agent of both said parties from all claims and liabilities to the Contractor for anything done or furnished for, or relating to the Work, or for any act of neglect of the Owner or the Engineer or of any person relating to or effecting the work, but this final payment shall not relieve the Contractor from his indemnity, guarantee and/or warranty obligations under the terms of the contract.

As soon as is practical after twelve (12) months have elapsed from the date of completion as herein defined, and as certified by the Engineer, the Owner shall make a review and re-inspection of the Work and performance of this Contract, or cause the same to be made. If the said performance and work shall be found satisfactory and the work not to have deteriorated through defects in workmanship or materials, the Owner shall certify the release of the surety on the bond for performance of contract. If however, the review and re-inspection, or any prior inspection, discloses defects due to the non-fulfillment of this contract, or non-compliance with its requirements, the Owner shall so notify the Contractor in writing, and thereupon the Contractor shall, at his own expense, repair or replace and shall make good all defects in workmanship, materials, and guarantee, and shall rectify any non-compliance and such repairs and fulfillment shall be a prerequisite to the release of the Surety on the bond. If, however, the Contractor shall, after due notice, refuse or neglect to make good the defects to the satisfaction of the Owner, then the Owner may, and is hereby empowered to, proceed in the manner prescribed in the event of abandonment or forfeiture of the work by the Contractor, in which case completion by the Owner and the payment of claims for

material and labor and other expense as provided in such procedures, shall be a prerequisite to the release

of the surety on the Bond for Performance of Contract. Within thirteen (13) months after the date of acceptance of the work, or as soon thereafter as practical, as herein before provided, following a re-inspection, and provided further that any repairs necessitated by defects in material or workmanship as determined by the Owner in the re-inspection shall have been made, the Owner will in writing finally release the Contractor, his sureties and all parties hereunder.

21.0 INSURANCE

The Contractor shall purchase and maintain such insurance as will protect it from claims set forth below which may arise out of, or result from, the Contractor's execution of the Work, whether such execution be by the Contractor, any Subcontractor, or by anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable:

- A. Claims under workmen's compensation, disability benefits and other similar benefit acts;
- B. Claims for damages because of bodily injury, occupational sickness or disease, or death of employees;
- C. Claims for damages because of bodily injury, sickness or disease or death of any person other than employees;
- D. Claims for damages insured by usual personal injury liability coverage which are sustained (1) by any person as a result of an offense directly or indirectly related to the employment of such person by the Contractor, or (2) by any other person;
- E. Claims for damages because of injury to or destruction of tangible property, including loss of use resulting therefrom.

Certificates of Insurance acceptable to the Owner shall be filed with the Owner prior to commencement of the Work. These Certificates shall contain a provision that coverage's afforded under the policies will not be cancelled unless at least fifteen (15) days prior Written Notice has been given to the Owner.

The Contractor shall procure and maintain, at the Contractor's own expense, during the Contract Time, Liability Insurance as hereinafter specified.

- Insurance Requirements as per SECTION 00700

22.0 CONTRACT SECURITY

The bidder to who the contract is awarded must, within ten (10) calendar days following notice of award, present himself for signing of the contract and the plans, and to substitute for the bid security, a surety performance-payment bond in the amount of one hundred percent (100%) of the contract price, conditioned that the Contractor will faithfully perform all work of this contract and promptly pay for all materials furnished and labor supplied or performed in the prosecution of all work. All bonds and insurance shall be issued by companies authorized to transact business in the State of Florida

SECTION 00850 SPECIAL PROVISIONS

PART 1 – GENERAL

The Special Provisions of these specifications are intended as modifications or supplements to Information for Bidders; General Conditions; or Technical Specifications, in the intent that any provisions of this section shall govern. If at any time the plans or specifications for this project are unclear, the Contractor shall contact the Engineer immediately.

1 .01 CONSTRUCTION STAKEOUT

Base lines and benchmarks shall be established by the project surveyor for the Contractor's use. The

Contractor will be responsible for performing construction stakeout.

1 .02 INSPECTION AND TESTING:

- A. GENERAL –The Project Engineer or representative inspector under the Engineer’s direct supervision shall provide periodic construction observation.

During construction and at the time periodic inspections are required, the Owner shall be notified by telephone at least forty-eight (48) hours in advance of all required system tests.

The Engineer, Owner, Architect or authorized representative shall be present to observe and witness each test, unless agreed otherwise ahead of time.

In case of dispute between the Contractor and the Project Engineer/Architect regarding the quality of the construction or interpretation of these standards, the matter shall be referred to the Owner for resolution and the decision of the Owner shall govern both parties.

- B. INSPECTIONS – Construction inspections will periodically be conducted by the Project Engineer or an authorized representative. The Contractor shall complete each specified item of work listed below which pertains to the project and notify the project engineer or his representative at least forty-eight (48) hours in advance of a request for inspection. The Contractors project superintendent shall be present at all inspections and upon request by the inspector, furnish construction equipment to aid in the inspection.

All inspections shall be conducted and approved by the Project Engineer or his representative prior to approval of the payment request for the item of work.

1 .03 LEGAL REQUIREMENTS:

The Contractor’s attention is directed to the safety regulations promulgated by the State of Florida, Department of Commerce and to the provisions of Chapter 403, Florida Statutes, regarding control of air and water pollution as well as the Rules and Regulations of the Department of Environmental Regulation.

The Contractor shall be responsible for obtaining all permits and obeying all Federal, State, County and City laws, by-laws, ordinances, resolutions, and regulations which pertain to his work.

The Contractor shall take care to strictly observe all applicable OSHA, State, Local or other Federal Standards with respect to the safety of persons during construction.

1 .04 PRIVATE PROPERTY PROTECTION:

The Contractor shall not trespass onto private property outside of the right-of-way and easements shown on the plans without the written permission of the individual property owner. The Contractor shall be solely responsible for any claims that may arise out of damage to private property resulting from trespass onto private property. The Contractor shall promptly settle all such claims without delay. The written permission of the private property’s owner shall be available for inspection by the Engineer or the Owner upon request.

1.05 START-UP TESTING/TRAINING

The Contractor shall provide start up training and testing as required to ensure the Control Panel system operates as intended. Startup testing shall be closely coordinated with the City and the Engineer.

1.06 AS-BUILTS

The Contractor shall be responsible to provide as-built information to the Engineer at the time of project completion.

AS-BUILT SURVEY shall clearly show all field changes of dimension and detail including changes made by field order or by change order and shall clearly show all details not on original contract drawings but constructed in the field. All equipment and piping relocation shall be clearly shown.

After the successful completion of all improvements, a final as-built survey prepared by a licensed surveyor shall be submitted to the City of Avon Park and the Engineer of Record.

SECTION 01700 – CONTRACT CLOSEOUT

PART 1 – GENERAL

1 .04 REQUIREMENTS INCLUDED

Comply with requirements stated in General Conditions and in Specifications for administrative procedures in closing out the Work.

1 .05 SUBSTANTIAL COMPLETION:

- A. When Contractor considers the Work is substantially complete, he shall submit to the Engineer:
 - 1. A written notice that the Work, or designated portion thereof, is substantially complete.
 - 2. A list of items to be completed or corrected.
- B. Within a reasonable time after receipt of such notice, the Engineer will make an inspection to determine the status of completion.
- C. Should the Engineer determine that the Work is not substantially complete:
 - 1. The Engineer will promptly notify the Contractor, in writing, giving the reasons therefore.
 - 2. Contractor shall remedy the deficiencies in the Work, and send a second written notice to substantial completion to the Engineer.
 - 3. The Engineer will re-inspect the Work.
- D. When the Engineer finds that the Work is substantially complete, he will:
 - 1. Prepared and deliver to Owner a tentative Certificate of Substantial Completion with a tentative list of items to be completed or corrected before final payment.
 - 2. After consideration of any objections made by the Owner as provided in Conditions of the Contract, and when the Engineer considers the Work substantially complete, he will execute and deliver to the Owner and the Contractor a definite Certificate of Substantial Completion with a revised tentative list of items to be completed or corrected.

1 .06 FINAL INSPECTION:

- A. When Contractor considers the Work is complete, he shall submit written certification that:
 - 1. Contract Documents have been reviewed.
 - 2. Work has been completed in accordance with Contract Documents.
 - 3. Work has been completed with the list of items to be corrected.
 - 4. Equipment and systems have been tested in the presence of the Owner's representative and are operational.
 - 5. Work is completed and ready for final inspection.
- B. The Engineer will make an inspection to verify the status of completion with reasonable promptness after receipt of such certification.
- C. Should the Engineer consider that the Work is incomplete or defective:
 - 1. The Engineer will promptly notify the Contractor in writing, listing the incomplete or defective work.
 - 2. Contractor shall take immediate steps to remedy the stated deficiencies, and send a

second written certification to the Engineer that the Work is complete.

3. The Engineer will re-inspect the Work

D. When the Engineer finds that the Work is acceptable under the Contract Documents, he shall request the Contractor to make closeout submittals.

1 .07 RE-INSPECTION FEES:

Should the Engineer perform re-inspections due to failure of the Work to comply with the claims of status of completion made by the Contractor:

1. Owner will compensate the Engineer for such additional services.
2. Owner will deduct the amount of such compensation from the final payment to the Contractor.

1 .08 CONTRACTOR'S CLOSEOUT SUBMITTALS TO ENGINEER

- A. Evidence of compliance with requirements of governing authorities.
- B. Project Record Documents.
- C. Operating and Maintenance Data, Instructions to Owner's Personnel.
- D. Warranties and Bonds.
- E. Keys and Keying Schedule.
- F. Spare Parts and Maintenance Materials.
- G. Evidence of Payment and Release of Liens.
- H. Certificate of Insurance for Products and Completed Operations.
- I. Contractor's Final Affidavit.
- J. Lien Waivers from Subcontractors and Suppliers.

1 .09 FINAL ADJUSTMENT OF ACCOUNTS

- A. Submit a final statement of accounting to the Engineer.
- B. Statement shall reflect all adjustments to the Contract Sum:
 1. The original Contract Sum.
 2. Additions and deductions resulting from:
 - a. Previous Change Orders
 - b. Unit Prices
 - c. Deductions for uncorrected Work
 - d. Penalties and Bonuses
 - e. Deductions for liquidated damages
 - f. Deductions for re-inspection payments
 - g. Other adjustments
 3. Total Contract Sum, as adjusted.
 4. Previous payments.
 5. Adjustment in Contract Time.
 6. Sum remaining due.
- C. Engineer will prepare a final Change Order, reflecting approved adjustment to the Contract Sum, which were not previously made by Change Orders.

1.10 FINAL APPLICATION FOR PAYMENT

- A. Contractor shall submit the final Application for Payment in accordance with procedures and requirement stated in the General Conditions.

PART 2 – PRODUCTS (NOT USED)

PART 3 – EXECUTION (NOT USED)

END OF SECTION



16050 TO 17300

ELECTRICAL

SPECIFICATIONS

(FOR CONTROL PANEL AND VFD IMPROVEMENT
PLAN SET)

SECTION 16050

ELECTRICAL - GENERAL PROVISIONS

PART 1 - GENERAL

1 .01 SCOPE OF WORK

- A. Furnish all labor, materials, equipment and incidentals required for complete electrical system for the City of Avon Park's Glenwood and Crystal Lake WTP Control Panel Improvements project as hereinafter specified and shown on the Drawings.
- B. The work, apparatus and materials, which shall be furnished under these Specifications and accompanying Drawings, shall include all items listed hereinafter and/or shown on the Drawings. Certain equipment, which will require wiring thereto and/or complete installation, is indicated. All materials necessary for the complete installation shall be furnished and installed by the CONTRACTOR to provide complete power, lighting, instrumentation, wiring and control systems as indicated on the Drawings and/or as specified herein.
- C. The CONTRACTOR shall furnish and install the necessary cables, protective devices, conductors, supports, raceways, exterior electrical system, etc., to serve lighting loads and miscellaneous electrical loads as indicated on the Drawings and/or as specified. The CONTRACTOR shall install any control panel provided under this or any other sections on the specifications.
- D. The work shall include complete testing of all equipment and wiring at the completion of the work and making any minor connection changes or adjustments necessary for the proper functioning of the system and equipment. All workmanship shall be of the highest quality; sub-standard work will be rejected.
- E. For process instrumentation furnish and install all conduit, wire and interconnections between primary elements, transmitters, local indicators and receivers.
- F. It is the intent of these Specifications that the electrical system shall be suitable in every way for the service required. All material and all work, which may be reasonably implied as being incidental to the work of this Section, shall be furnished at no extra cost.

1 .02 CODES, INSPECTION AND FEES

- A. All material and installation shall be in accordance with the latest edition of the National Electrical Code and all applicable national, local and state codes, laws and ordinances.
- B. Pay all fees required for permits and inspections.

1 .03 TESTS

- A. Test all systems and repair or replace all defective work. Make all necessary adjustments to the systems and instruct OWNER's personnel in the proper operation of the systems.
- B. The following minimum tests and checks shall be made prior to the energizing of electrical equipment. Test shall be by the CONTRACTOR and a certified test report shall be submitted

providing all test results and stating that the equipment meets and operates in accordance with the Manufacturer's and job specifications, and that equipment and installation conforms to all applicable Standards and Specifications:

1. Test all 600-volt wire insulation with a megohm meter after installation. Make tests at not less than 1000 volts. Submit a written test report of the results to the engineer.
 2. Mechanical inspection of all circuit breakers to assure proper operation.
- C. The Engineer shall be notified forty-eight (48) hours before tests are made to enable the Owner to have designated personnel present.

1 .04 CUTTING AND PATCHING

- A. All cutting and patching shall be done in a thoroughly workmanlike manner.

1 .05 INTERPRETATION OF DRAWINGS

- A. The Drawings are not intended to show exact locations of conduit runs.
- B. All three-phase circuits shall be run in separate conduits unless otherwise shown on the Drawings.
- C. Unless otherwise approved by the Engineer, conduit shown exposed shall be installed exposed; conduit shown concealed shall be installed concealed.
- D. Where circuits are shown as "home-runs," all necessary fittings and boxes shall be provided for a complete raceway installation.
- E. The CONTRACTOR shall harmonize the work of the different trades so that interferences between conduits, piping, equipment, architectural and structural work will be avoided. All necessary offsets shall be furnished so as to take up a minimum space and all such offsets, fittings, etc., required to accomplish this shall be furnished and installed by the CONTRACTOR without additional expense to the Owner. In case interference develops, the Owner's authorized representative is to decide which equipment, piping, etc., must be relocated, regardless of which was installed first.
- F. The locations of equipment, fixtures, outlets, and similar devices shown on the Drawings are approximate only. Exact locations shall be as approved by the Engineer during construction. Obtain in the field all information relevant to the placing of electrical work and in case of any interference with other work, proceed as directed by the Engineer and furnish all labor and materials necessary to complete the work in an approved manner.
- G. Circuit layouts shown are not intended to show the number of fittings, or other installation details. Furnish all labor and materials necessary to install and place in satisfactory operation all power, lighting, and other electrical systems shown. Additional circuits shall be installed wherever needed to conform to the specific requirements of the equipment.
- H. The ratings of motors and other electrically operated devices together with the size shown for their branch circuit conductors and conduits are approximate only and are indicative of the probable power requirements insofar as they can be determined in advance of the purchase of equipment.
- I. All connections to equipment shall be made as shown, specified and directed and in accordance with the approved shop drawings, regardless of the number of conductors shown on the Electrical Drawings.

1.06 RECORD DRAWINGS

- A. As the work progresses, legibly record all field changes on a set of project Contract Drawings. When the project is complete, furnish a complete set of reproducible "As-built" drawings for the Project Record Documents.

1 .07 COMPONENT INTERCONNECTIONS

- A. Component equipment furnished under this Specification will not be furnished as integrated systems.
- B. Analyze all systems components and their shop drawings; identify all terminals and prepare drawings or wiring tables necessary for component interconnection.

1 .09. WARRANTY

- A. Provide a warranty for all the electrical equipment in accordance with the requirements of other Sections. Under no circumstances shall the warranty be for less than one year starting from substantial completion.

PART 2 – PRODUCTS (NOT USED)

PART 3 – EXECUTION (NOT USED)

END OF SECTION

SECTION 16075

ELECTRICAL IDENTIFICATION

PART 1 - GENERAL

1 .01 SUMMARY

A. Section Includes:

1. Nameplates.
2. Labels.
3. Wire markers.
4. Lockout Devices.

1 .02 CLOSEOUT SUBMITTALS

- A. Project Record Documents: Record actual locations of tagged devices; include tag numbers.

1 .03 DELIVERY, STORAGE, AND HANDLING

- A. Division 1 - Product Requirements: Requirements for transporting, handling, storing, and protecting products.
- B. Accept identification products on site in original containers. Inspect for damage.
- C. Accept materials on site in original factory packaging, labeled with manufacturer's identification, including product density and thickness.
- D. Protect insulation from weather and construction traffic, dirt, water, chemical, and mechanical damage, by storing in original wrapping.

1 .04 ENVIRONMENTAL REQUIREMENTS

- A. Division 1 - Product Requirements: Environmental conditions affecting products on site.
- B. Install labels and nameplates only when ambient temperature and humidity conditions for adhesive are within range recommended by manufacturer.

PART 2 - PRODUCTS

2.01 NAMEPLATES

- A. Product Description: Laminated three-layer plastic with engraved white letters on black background color.
- B. Letter Size:
1. 1/8 inch high letters for identifying individual equipment and loads.
 2. 1/4 inch high letters for identifying grouped equipment and loads.
- C. Minimum nameplate thickness: 1/8 inch.

1 .05 LABELS

A. Labels: Embossed adhesive tape, with 3/16 inch white letters on black background.

1 .06 WIRE MARKERS

A. Description: Cloth tape, split sleeve, or tubing type wire markers.

B. Legend:

1. Power and Lighting Circuits: Branch circuit or feeder number.
2. Control Circuits: Control wire number as indicated on shop drawings.

1 .07 LOCKOUT DEVICES

A. Lockout Hasps:

1. Anodized aluminum hasp with erasable label surface; size minimum 7-1/4 x 3 inches.

PART 3 – EXECUTION

3.01 PREPARATION

A. Degrease and clean surfaces to receive adhesive for identification materials.

3.02 INSTALLATION

A. Nameplate Installation:

1. Install nameplate parallel to equipment lines.
2. Install nameplate for each electrical distribution and control equipment enclosure with corrosive-resistant mechanical fasteners, or adhesive.
3. Install nameplates for each control panel and major control components located outside panel with corrosive-resistant mechanical fasteners, or adhesive.
4. Secure nameplate to equipment front using screws or adhesive.
5. Secure nameplate to inside surface of door on recessed panelboard in finished locations.
6. Install nameplates for the following:
 - a. Data Flow Systems Control Panel.
 - b. Service Entrance Disconnect.
 - c. Devices as indicated on the drawings.

B. Wire Marker Installation:

1. Install wire marker for each conductor at panelboard gutters, pull boxes, outlet and junction boxes, and each load connection.
2. Mark data cabling at each end. Install additional marking at accessible locations along the cable run.
3. Install labels at data outlets identifying patch panel and port designation.

END OF SECTION

SECTION 16120

CONDUIT AND CONDUCTORS

PART 1 - GENERAL

1 .01 SCOPE OF WORK

- A. Furnish all labor, materials, equipment and incidentals required for complete electrical system for the City of Avon Park's Glenwood and Crystal Lake WTP Control Panel Improvements project, as hereinafter specified and shown on the Drawings.

1 .02 CODES

- A. All material and installation shall be in accordance with the 2017 edition of the National Electrical Code (N.E.C.), and NFPA 70 code articles that are applicable to the minimum electrical installation requirements for sewer lift stations.

PART 2 - PRODUCTS

2.01 GENERAL

- A. The materials used in all systems shall be new, unused and as hereinafter specified. All materials where not specified shall be of the very best of their respective kinds. Samples of materials or Manufacturer's specifications shall be submitted for approval as required by the Engineer.
- B. Materials and equipment used shall be Underwriters Laboratories, Inc. listed and conform with applicable standards of NEMA and ANSI.
- C. Electrical equipment shall, at all times during construction, be adequately protected against mechanical injury or damage by water. Electrical equipment shall not be stored out-of-doors. Electrical equipment shall be stored in dry permanent shelters. If any apparatus has been damaged, such damage shall be repaired by the CONTRACTOR at his expense. If any apparatus has been subject to possible injury by water, it shall be thoroughly dried out and put through such special tests as directed by the Engineer, at the cost and expense of the CONTRACTOR, or shall be replaced by the CONTRACTOR at his own expense.

2.02 RACEWAYS AND FITTINGS

- A. All raceways installed above ground shall be Rigid Aluminum Conduit (RAC).
- B. Raceways installed below grade shall be PVC schedule 40 conduit.
- C. Where conduit is cut, the inside edge shall be reamed smooth to prevent injury to conductors.

2.03 CONDUCTORS

- A. Conductors shall be copper. Power circuits shall have 600 volt insulation (Underwriters'

approved Type THWN). Conductors shall be color coded in accordance with the NEC.

- B. All motor controls, remote indicating lights, alarm circuits and metering loops shall be wired with #14 stranded copper conductors. Insulation shall be THWN. An overall PVC jacket shall be provided for multi-conductor cables where required by the drawings.
- C. All shielded instrumentation cable shall be 2/C#16 shielded with 600 volt insulation and PVC outer jacket, Belden 8719 unless otherwise specified by the Control Panel Supplier.

2 .04 MISCELLANEOUS EQUIPMENT

A. Boxes and Fittings:

- 1. NEMA 4X boxes shall be used outdoors or in "wet" locations. Construction shall be 316 stainless steel.
- 2. Conduit hubs shall be used for all outdoor conduit terminations and shall be as manufactured by Meyers Electric Products, Inc., Raco Div., Appleton Electric Co., or approved equal.

PART 3 - EXECUTION

3 .01 CONDUIT INSTALLATION

- A. Where conduits enter or leave all outlet boxes, cabinets safety switches, tap boxes, motor controllers, etc., threaded hubs shall be used. Bushings 1-inch and larger shall be of an approved insulated type. Unless otherwise indicated, conduit 2-inches shall be supported at intervals not exceeding ten (10) feet.
- B. During construction, all installed raceways shall be temporarily plugged or otherwise protected from the entrance of moisture, dirt, trash, plaster, moisture, etc., through neglect of the CONTRACTOR to so protect them, shall be replaced by the CONTRACTOR without additional expense to the Owner. No kinked, clogged or deformed raceways will be permitted on the job. Raceways shall be cut to proper length so that ends will fit accurately in the outlets. Where raceways cross building expansion joints, a suitable raceway expansion fitting shall be used.
- C. Size of raceway shall not be less than NEC requirements, but in no case shall be less than indicated on the Drawings. Combining of circuits, other than detailed, will not be permitted. The CONTRACTOR shall install larger size raceways than detailed where there is excessive length of unbroken run or excessive number of bends.
- D. Bends in metallic raceways shall be made while "cold" and in no case shall the raceways be heated. Raceways shall not be bent through more than 90°. The radius of bends shall not be less than six (6) times the internal diameter of the raceway. Not more than four (4) (equivalent 90°) bends will be permitted between outlets, the bends at the outlets being counted.
- E. Raceways shall be properly aligned, grouped and supported. Exposed raceways shall be installed at the right angles to or parallel to the principal structural members. Concealed raceways, unless otherwise indicated, may take the most direct route between outlets. Raceways shall be firmly held in place. Raceways shall run to avoid trapping wherever

possible. Where areas are indicated for future openings, foundations, etc., all raceways shall be run around such areas. The CONTRACTOR shall provide necessary inserts in poured concrete areas and shall furnish and install all necessary sleeves through walls, floors and roofs for passage of raceways. Sleeves through roofs and/or exterior walls shall be properly sealed

by the CONTRACTOR against entrance of moisture, etc., into the building. Where necessary repairs to the building structure using material in no way inferior to that originally installed and using labor skilled in the trades involved.

3.02 CONDUCTORS

- A. Splices, taps and attachments of fittings and lugs shall be electrically and mechanically secure. Approved solderless lugs and connectors shall be used for all conductors with 2- bolt type being used for sized No. 4/0 and larger. There shall be plenty of slack cable in boxes, outlets and cabinets to insure that there is no binding at the bushings. All lugs shall be of the correct sizes for the conductor in order to fit the conductor into a lug. Taping of joints shall be either with Scotch electrical tape or varnished cambric tape and friction tape to secure insulation strength equal to that of the conductors joined.
- B. Splices or joints with friction tape outer covering in conductors of size No. 4 AWG or larger shall have three (3) coats of suitable insulating varnish paint applied over tape. Conductors shall be color coded in accordance with NEC.

3.03 GROUNDING

- A. The entire electrical system shall be completely and effectively grounded as required by the NEC and as specified hereinafter.
- B. All metallic raceways shall be mechanically and electrically secure at all joints and at all boxes, cabinets, fittings and equipment. Metallic raceways entering the motor control center control panels or other electrical boxes shall be grounded to the appropriate ground bus. All metallic raceways shall be electrically continuous throughout the entire conduit system. Bond wires shall be used in exterior concrete pull boxes.

3.04 SUPPORTS

- A. The CONTRACTOR shall furnish and install all necessary supports for properly mounting all electrical equipment and raceways. Such supports shall be fabricated and installed in a neat and workmanlike manner, and care shall be taken that at no time shall any portion of the building structure be overloaded. Should the building structure sustain damage through carelessness or through failure of the CONTRACTOR to properly support and install the electrical equipment, the CONTRACTOR shall bear all costs involved in repairing or replacing such installation.
- B. All steel shapes exposed to the weather shall be galvanized after all cutting, drilling, and/or welding is done. All shop connections shall be welded or riveted and all field connections shall be bolted on all outdoor structures. Where the field cutting or drilling of galvanized steel is necessary, the CONTRACTOR shall apply one (1) coat of priming paint and one (1) finish coat of aluminum and oil paint.
- C. All conduit support systems (unistrut or equivalent), support system hardware (nuts, bolts, etc.) and conduit clamps shall be 316 stainless steel.

3.05 TESTS AND CHECKS

- A. The following minimum tests and checks shall be made prior to the termination of any field wiring.
 - 1. Megger terminals and buses after disconnecting devices sensitive to megger voltage.
 - 2. A 1,000V DC megger shall be used for these tests.
 - 3. The first test shall be made with main circuit breaker closed and all remaining breakers open. A second test shall be made with all circuit breakers closed.
 - 4. The test results shall be recorded and forwarded to the Engineer for his review. Minimum megger readings shall be 100 megohms in both tests.

- B. The following shall be done before energizing any motor control center or control panel.
1. Remove all current transformer shunts after completing the secondary circuit.
 2. Install overload relay heaters based on actual motor nameplate current.
 3. Vacuum clean all interior equipment.

END OF SECTION

SECTION 16190

SUPPORTING DEVICES

PART 1 – GENERAL

1 .01 WORK INCLUDED

- A. Conduit supports.
- B. Channel supports for equipment.

1 .02 REFERENCE STANDARDS

- A. National Electrical Code

PART 2 - PRODUCTS

2.01 CONDUIT SUPPORTS

- A. Single Runs: Aluminum conduit clamps. Plumbers perforated straps or wire will not be acceptable.
- B. Multiple Runs: Conduit rack with 25 percent spare capacity.
- C. Vertical Runs: Channel support with conduit fittings.

2.02 CHANNEL SUPPORTS

- A. Channel sections shall be 316 stainless steel.
- B. The cross sectional width dimension of the channel shall be a minimum of 1-5/8-inch. The depth will be as required to satisfy the load requirements. Channel with 1-5/8-inch depth or greater shall be standard 12 gauge stainless steel.
- C. Attachment holes, when required, shall be factory punched on hole centers equal to the channel cross sectional width dimension and shall be a maximum of 9/16-inch in diameter.
- D. Channel attachment nuts shall be designed to prelocate in the channel and provide a bearing surface on the turned down lips while making positive contact with the side walls of the channel.
- E. Straps for the support of conduit shall be designed such that the attachment nut is captivated on the shoulder of the strap when tightened, and the attachment bolt shall allow tightening by either a screwdriver or wrench.
- F. All nuts, bolts, straps, threaded rod and edges of punched holes shall be protected with the same finish as the channel.
- G. When tested in accordance with ASTM B117-73 procedure, there shall be no sign of red rust after 1,000 hours of testing. Certified test results to support this must be submitted upon request.

2.03 ANCHOR METHODS

- A. Hollow Masonary: Toggle bolts or tapcons.
- B. Solid Masonary: Tapcons.
- C. Metal Surfaces: machine screws, bolts, welded studs, or beam type clamps on steel joints.
- D. Wood Surfaces: Wood Screws
- E. Concrete Surfaces: Tapcons.

PART 3 - EXECUTION

3.01 INSTALLATION

- A. Layout to maintain headroom, neat mechanical appearance, and to support equipment loads required.
- B. Verify exact mounting and installation requirements with the Owner's representative prior to installation.

END OF SECTION

SECTION 16370

VARIABLE FREQUENCY MOTOR CONTROLLERS

PART 1- GENERAL

1 .01 SUMMARY

- A. Section Includes: Requirements for providing, installing and testing the 480-volt variable frequency drives (VFDs). Provide opentype enclosure drives for installation into existing MCC 'B' for Glenwood WTP and UL yype 1 enclosures suitable for wall mounting at the Crystal Lake WTP.
- B. VFDs will be supplied by the driven equipment supplier for unit responsibility and will be purchased from Florida based Manufacture's representative (ICON Technologies) to assure field support and coordination.
- C. Pump VFDs are to be 6-pulse type.

1.02 REFERENCES

- A. Codes and standards referred to in this Section are:
 - 1. NEMA ICS 1 - General Standards for Industrial Control and Systems
 - 2. NEMA ICS 2 - Industrial Control and Systems Controllers, Contactors and Overload Relays Not More than 2000 Volts AC or 750 Volts DC.
 - 3. NEMA ICS 3 - Industrial Control and Systems Factory Built Assemblies
 - 4. NEMA ICS 7 - Industrial Control and Systems: Variable Speed Drives
 - 5. NEMA ICS 7.1 - Safety Standards for Construction and Guide for Selection, Installation and Operation of Variable Speed Drive Systems
 - 6. NEMA 250 - Enclosures for Electrical Equipment
 - 7. NFPA 70 - National Electrical Code
 - 8. IEEE 85 - Test Procedure for Airborne Sound Measurements on Rotating Electric Machinery
 - 9. IEEE 519- IEEE Recommended Practices and Requirements for Harmonic Control in Electrical Power Systems
 - 10. UL 845 - Motor Control Centers

1 .03 SYSTEM DESCRIPTION

- A. Design Requirements:

1. Provide Variable frequency drives to vary the speed of NEMA standard, 3-phase, 460-volt, induction motors and driven equipment by varying the frequency and voltage applied to the motors.
 2. Provide variable frequency drives that fit in the space shown. Units exceeding the dimensions shown will not be acceptable.
 3. Provide variable frequency drives that automatically restart when power is restored after a power outage. Provide control logic so the drive is allowed to restart when power is restored.
- B. Rated Output Power: Provide variable frequency drives with an output that is at least 3 percent greater than the driven motor's full nameplate rating.
- C. Torque Output: Provide variable torque or constant torque output drives as required by driven equipment.
- D. Performance Requirements: Provide Variable frequency drives to meet the following requirements of IEEE 519:
1. Total harmonic distortion THD (Voltage): Maximum of five percent for general distribution systems as measured at the point of common coupling.
 2. Total current harmonic distortion: Not to exceed the values in Table 10.3, Current Distortion Limits for General Distribution Systems (120 V through 69000 V) of IEEE-519 at the point of common coupling.
 3. Capacitor traps for controlling harmonics that require tuning to the power system are not acceptable.
 4. Operate at a minimum efficiency of 95 percent at rated load.
 5. Operate from a 480-volt, 3-phase, 60-hertz supply with a voltage variation of plus 10-percent or minus 20-percent and a frequency variation of plus or minus 2-hertz.
 6. Input power factor: Maintain a 95 percent minimum power factor over a 20 to 100 percent speed range.
 7. Operate an induction motor as specified, including a high-efficiency, high-power factor, premium-duty motor, with no detriment to motor life.
 8. Adjust the variable carrier frequency to strike a compromise between motor noise and insulation stress.
 9. Operate under the following ambient conditions:
 - a. Ambient Temperature: 0 to 50 degrees C
 - b. Humidity: 0 to 95 percent

1 .04 SUBMITTALS

- A. General: Furnish all submittals, including the following, as specified in the Specific/General Provisions.
- B. Product Data and Information: Furnish catalog data including rating and descriptive literature of all components and systems.

- C. Shop Drawings: Furnish the following shop drawings customized for the project:
 - 1. Bill of materials including manufacturers name and catalog number
 - 2. Outline drawings showing dimensions, arrangement, elevations, identification of components and nameplate schedule for all units
 - 3. Interconnection wiring diagrams
 - 4. Individual schematic control diagrams for each unit
 - 5. One line diagrams
 - 6. Obtain and enter full performance data for all motors shown
 - 2. Certification that the Variable frequency drives are compatible with the motors and the equipment loads to be driven
- D. Quality Control: Furnish test reports, certificates of inspection and manufacturer's instructions.
- E. Operations and Maintenance Manuals: Furnish operations and maintenance manuals as specified in the Specific/General Provisions.

1 .05 QUALITY ASSURANCE

- A. Standards: Provide all Variable frequency drives manufactured in accordance with referenced standards.
- B. UL Label: Provide a UL Inc. Label or certification of listing by C.S.A. or other recognized testing organization for each Variable frequency drive.
- C. Codes: Manufacture and install each variable frequency drive in accordance with the NEC and local codes.

1 .06 DELIVERY, STORAGE, AND HANDLING

- A. General: Deliver, store and handle all products and materials as specified in the Specific/General Provisions.
- B. Shipping and Packing: Rigidly brace and protect against weather, damage, and undue strain, all structures, equipment and materials.
- C. Storage and Protection: Furnish clean storage facilities for all equipment delivered but not installed. Provide conditioned air for storage facilities in accordance with the equipment manufacturer's recommendations.
- D. Spare Parts: Furnish spare parts at the same time as pertaining equipment. Deliver the spare parts to the City after completion of the work.

1 .07 SPARE PARTS

- A. General: Furnish the following spare parts per each group of similar sized units.
 - 1. All parts recommended by the manufacturer in published literature as spare parts. As a minimum, provide the following:
 - a. Six (6) each of each type of fuse used.

- b. Three 12-ounce spray cans of the final finish for touch up.
- B. Packaging: Package spare parts in containers bearing labels and identify all spare parts for reordering. Deliver spare parts in original factory packages.

PART 2- PRODUCTS

2.01 MANUFACTURERS

- A. Acceptable Manufacturers: Acceptable manufacturers are listed below. Other manufacturers are not acceptable. The Standardization Certificate of Conditions and Circumstances is on file with the City.

- 1. Yaskawa iQ1000 by ICON Technologies

2.02 DESIGN

- A. Input Reactor: Provide 5% input reactor, if required.
- B. Converter Section: Provide input section that converts 480-volts, 60-hertz, 3- phase input to a fixed dc voltage using diodes, bridged rectifiers or SCR's.
- C. Filter Sections: Provide line and load reactors as required.
- D. Printed circuit boards shall have a conformal coating to help protect them from the effects of hydrogen sulfide gas.
- E. Inverter Section: Provide variable frequency drive inverter section that converts the fixed DC voltage to a variable frequency output utilizing a pulse-width modulation inverter. Maintain constant volts per hertz ratio on the output with voltage boost for startup as required.
- F. Digital Control Devices: The drive shall be provided with a removable Operator Interface Module with integral display to show drive operating conditions, adjustments, and fault indications. The display shall be removable under power without causing a fault and shall be visible and operable without opening the enclosure door. The display shall use either LED or backlit LCD technology; and be alpha numeric, or numeric only with an active cross-reference to facilitate intuitive use by a tyro. Units shall be user scalable. The display shall be capable of remote mounting by means of cable connection up to 10 meters (33 feet) from the drive and be capable of being used as a hand-held terminal. The digital operator keypad shall be located on the front door to allow setting of all programmable parameters and the following control functions:
 - 1. Speed control settings
 - 2. Speed meter with hertz and 0-100 percent scales
 - 3. Output ammeter
 - 4. Diagnostics package with fault indication and reset push button
- G. Hard Wired Control Devices: Provide control devices (pushbuttons, selector switches, elapsed time meter and indicating lights) on the front door of the variable frequency drive as noted on the drawings.
- H. Control Features: The VFD shall include the following features, in addition to all features indicated on the drawings:
 - I. IR Compensation (DC Boost): Digital programming shall provide a selectable range for offsetting motor losses at low frequency operation. DC Boost shall be

current regulated and automatically adjusted, on each start, to motor temperature and load changes. DC Boost shall be adjustable from 15% to 120% of the drive current rating.

- J. Volts Per Hertz Adjustments: Programming shall provide the ability to fully configure the volts per hertz for squared, cubed, straight line, preprogrammed or full custom patterns.
- K. Current Limit: Programmable current limit from 30% to 200% of VFD rated full load current.
- L. Acceleration/Deceleration: Acceleration and deceleration times shall be independently adjustable from 0 seconds to 3600 seconds. Provisions for a second set of remotely selectable acceleration/deceleration settings shall be provided.
- S. Skip Frequencies: No less than two selectable, adjustable frequency bands shall be provided to lock out continuous operation at frequencies which may produce mechanical resonance.
- T. Speed Regulation: The programmable speed regulation modes shall include the following:
 - a. Open loop.
 - b. Slip compensation with 0.5% speed regulation.
 - c. Closed loop encoder feedback with 0.1% speed regulation (PID).
- U. Control Logic: The drive shall be programmable or self adjusting for operation under the following conditions.
 - a. Operate drive with motor disconnected.
 - b. Controlled shut down with no component failure in the event of an output phase to phase or phase to ground short circuit and annunciation of the fault condition.
 - c. Adjustable PWM carrier frequency within a range of 2.5kHz-5kHz.
 - d. Multiple programmable stop modes including -ramp, coast, DC injection braking.
 - e. Multiple acceleration and deceleration rates.
 - f. All adjustments to be made with the door closed.
 - g. Adjustable output frequency up to 400 Hertz.

8. Remote Inputs and Outputs:
 - a. Remote, isolated 4-20 ma speed control input
 - b. Isolated 4-20 ma speed output
 - c. Alarm outputs
 - d. ON/OFF status output
 - e. Additional features and controls as specified on the contract drawings

- I. Internal Control Adjustments: Include the following control adjustments for each drive:
 1. Acceleration time, 4 to 60 seconds
 2. Deceleration time, 4 to 60 seconds
 3. Minimum speed limit
 4. Maximum speed limit
 5. Inverter current limit
 6. Supply undervoltage trip

- J. Protection Features: Provide the following drive protection features:
 1. Electronic overcurrent protection for instantaneous overload
 2. AC input line undervoltage protection, Variable from 60-100 percent nominal voltage with time delay adjustment and low speed override.
 3. Overfrequency protection
 4. Phase loss protection
 5. DC overvoltage protection
 6. Logic supply voltage low level protection
 7. Line-to-line and line-to-ground output short circuit protection
 8. Line-to-line and line-to-ground surge arresters sized for 480-volt 3-phase grounded wye system
 9. Overload capability of 110% of the motor FLA based on the NEC ratings for 60 seconds
 10. Control circuit fuses
 11. Overtemperature protection
 12. Diagnostics module to indicate protection trip conditions

- K. Communications:
 1. Status (ON, FAULT)
 2. Input and output current in each phase
 3. Output frequency
 4. Input and output kW
 5. Cause of trip

- L. The Pump VFD's shall each be capable of accommodating a 60 HP pump motor at the Glenwood WTP and a 25 HP pump motor at the Crystal Lake WTP.

2.03 COMPONENTS

- A. Power Solid State Components: Provide power solid state switching components with a one minute current rating greater than 110 percent of rated current for variable torque drives or 150 percent of rated current for constant torque drives.
- B. Control Logic: Provide hard wired control logic as shown required per the new Control Panel requirements (as shown on the drawings).
- D. Control Power Transformer: Furnish a constant voltage control power transformer to maintain control power with supply voltage variations from 70-110 percent nominal.
- E. Printed Circuit Boards: Apply a clear conformal coating of acrylic to all printed circuit boards.

2.05 IDENTIFICATION

- A. General: Provide identification of the variable frequency drives and their components as specified in Section 16075.
- B. Nameplates: Install nameplates for devices located on doors so they are readable to a person 5'-8" tall standing 3'-0" in front of the equipment.
- C. Location: Locate nameplates so that they are readily associated with items labeled.
- D. Additional Nameplate: Where nameplates are installed on removable relay or device doors, install an additional nameplate within the relay or device.
- E. Additional Engraving: Where nameplates are located on other compartments than those served, add additional engraving to identify units served.

2.06 WIRING:

- A. General: Provide internal wiring with stranded switchboard wire having 600-volt rated, flame-resistant, type SIS insulation. Use No. 14 AWG wire for control interconnections. Provide power connections as required for the service.
- B. Wire Marker: Provide wire markers at each end of all wires.
- C. Wiring to Door Mounted Devices: Where wiring connections are made to equipment mounted on hinged doors, provide connections with extra flexible wires suitably cabled together and cleated.
- D. Terminal Blocks: Provide wiring of all control connections to all external connections through individual, positive-latch, pull-apart type control terminal blocks rated 600-volts. Locate terminal blocks for front access.
- E. Terminal for External Connections: Provide sufficient terminals for all devices external to the variable frequency drive.

2.07 SOURCE QUALITY CONTROL

- A. Shop Test: Shop test each Variable frequency drive in accordance with IEEE and NEMA standards, including high potential tests and other standard tests for that particular class of equipment.
 - 1. After final assembly, test each Variable frequency drive at full load with application of line-to-line and line-to-ground bolted faults and show that the Variable frequency drive trips electronically without device failure.

2. After all tests have been performed, burn-in each Variable frequency drive for 40 hours at 100 percent inductive or motor load.
 3. After the burn-in cycle is complete, subject each Variable frequency drive to a 30 minute cycling motor load test before inspection and shipping.
- B. Operational Tests: After the equipment has been completely assembled, perform operational test to determine operating conditions and circuit continuity. Provide pushbuttons and selector switches to simulate all control input contacts and indicating lights to indicate all control outputs. Provide a 4-20ma signal generator to simulate analog signals.
- C. Test Equipment: Provide all equipment, devices, instrumentation, and personnel required to perform the tests. Upon satisfactory completion of the test, submit two (2) certified copies of the test report to the ENGINEER. Component failure during testing will require repeating any test associated with the failure or modified components to demonstrate proper operation.

PART 3- EXECUTION

3.01 INSTALLATION

- A. General: Install all equipment in accordance with the manufacturer's recommendations and approved shop drawings.
- B. Protective Adjustments: Set all circuit breakers per the approved short circuit and coordination study.
- C. Operational Adjustments: Set all operational devices for proper system operation.
- D. Cable Connections: Terminate and label all field wiring per approved drawings.

3.02 FIELD QUALITY CONTROL

- A. Inspections: Inspect, adjust and check the installation for physical alignment, cable terminations and ventilation.
- B. Tests: Perform the following field tests:
 1. Close and open each circuit breaker to test operation
 2. When site conditions permit, energize and de-energize each equipment item served by each drive, testing the complete control sequence of each item including acceleration and deceleration over complete operating range.
 3. Harmonic Measurement: Perform a harmonic system analysis to demonstrate full compliance with IEEE 519 voltage and current harmonic distortion requirements specified. Accurately measure the amplitude of the harmonic current imposed on the 60 hertz sine wave with a harmonic spectrum analyzer. Provide additional harmonic reduction equipment to meet the specified limits. If the harmonic distortion limits are not achieved, replace the Variable frequency drive equipment with equipment that conforms to this specification.
 4. Operate each variable frequency drive with driven equipment at full load and test

for hot spots.

5. Test Reports: Furnish detailed test reports of all tests indicating test performed, discrepancies found, and corrective action taken.
- C. Manufacturer's Field Services Representative: Provide the services of a factory- trained service engineer, specifically trained on the variable frequency equipment to assist in installation, start-up, testing, calibration, placing into operation and provide training as specified in the Specific/General Provisions.
1. Provide a service engineer when each drive is placed into operation.
 2. Provide a service engineer at the jobsite as often as necessary until all problems are corrected and the equipment installation and operation are satisfactory.
 3. Following completion of installation and field testing provide training for 6 employees of the City in the proper operation, troubleshooting and maintenance of the equipment as outlined below. All training will be at the City's facilities at a time agreeable to the City:
 - a. Operational Training: A minimum of two 4-hour sessions combining both classroom and hands-on instruction, excluding travel time.
 - b. Maintenance Training: A minimum of two 4-hour sessions combining both classroom and hands-on instruction, excluding travel time.
 4. Provide service engineer at the job site as often as necessary to assist in the programming of the SCADA system in accessing the memory map of each device.

3.03 CLEANING AND PAINTING

- A. Field Painting: Furnish three 12-ounce spray cans of the final finish for touch-up. Touch-up scratched and marred surfaces to meet the requirements of painting specifications.

END OF SECTION

SECTION 17300

CONTROLS AND INSTRUMENTATION GENERAL PROVISIONS

PART 1 - GENERAL

1 .01 SCOPE OF WORK

- A. Furnish all labor, materials, devices, equipment, appurtenances, and incidentals required for a complete control system as hereinafter specified and/or shown on the Contract Drawings. This work may necessarily include interfacing with and/or completely installing devices and/or equipment furnished under other sections of these Specifications.
- B. The City of Avon Park is requesting the services of a SYSTEMS INTEGRATOR to demo individual components, provide and install new components and provide programming as part of the modifications required for the Glenwood WTP, as well as, install new components and provide programming for the new Control Panel required at the Crystal Lake WTP. The SYSTEMS INTEGRATOR shall be responsible for all modifications including all Programmable Logic Controller (PLC) programming and all Human Machine Interface (HMI) screens as required.
- C. All interruptions to the existing control system shall be at the City's convenience. Each interruption shall have prior approval. Request(s) for control system interruption(s) shall be made at least forty-eight (48) hours in advance.
- D. The work shall include complete testing of all electrical components, including wiring.
- E. All workmanship shall be of the highest quality. Substandard work will be rejected and it shall be replaced entirely at the Contractor's expense with no cost to the City of Avon Park.
- F. It shall be the responsibility of each bidder or his authorized representative to physically visit the job site in order that he may be personally acquainted with the area(s), buildings and/or structures intended for use in the installation/construction under this Specification. The submittal of a proposal/bid by a bidder shall be considered evidence that he has complied with this requirement and accepts all responsibility for a complete knowledge of all factors governing his work. Therefore, failure to comply with this requirement of the Specifications will NOT be grounds for the successful bidder (SYSTEMS INTEGRATOR) to request approval of change orders and/or additional monetary compensation.
- G. The SYSTEM INTEGRATOR shall be responsible for, and his/her scope of work shall include:
 - 1. Programming of any/all PLC's and the modification of the SCADA System's Human Machine Interface (HMI) screens as required.
 - 2. Providing the PLC input/output modules required to accommodate all the new I/O as indicated on the drawings and the physical installation of the cards provided.
 - 3. Providing accessory devices including furnishing and installation of interposing relays, surge protection devices, terminal blocks, etc. necessary to perform the intent as described by the control strategies and services necessary to achieve a fully integrated and. and operational system as shown on the Contract Drawings.

1 .02 SYSTEM INTEGRATOR REQUIREMENTS

- A. The SYSTEMS INTEGRATOR shall be qualified to provide the required services and shall be able

to provide prompt service in case of emergency. These requirements include:

1. The SYSTEMS INTEGRATOR shall have IDEC training for both IDEC PLC programming and IDEC HMI programming. SYSTEM INTEGRATORS who are not IDEC certified shall not be approved to provide the specified modifications.
2. In order to expedite emergency response time, the SYSTEMS INTEGRATOR shall have a support office located within 50 miles of the Glenwood and Crystal Lake WTP's.
3. The SYSTEMS INTEGRATOR shall contractually agree to provide a response time of less than 4 hours to any Control Panel issue deemed as an emergency by the City of Avon Park. This agreement shall be valid for one (1) year after the system is returned to service. The SYSTEM INTEGRATOR shall provide the City with a proposal for a service agreement after expiration of the initial service agreement has expired if requested by the City.

1 .03 SUBMITTALS

- A. Furnish, as prescribed under the General Requirements, all required submittals covering the items included under this section and its associated sections of the work.
- B. Submit complete, neat, orderly, and indexed submittal packages. Handwritten diagrams are not acceptable and all documentation submittals shall be made using CADD generated utilities as specified herein.
- C. Partial submittals or submittals that do not contain sufficient information for complete review or are unclear will not be reviewed and will be returned by the ENGINEER as not approved.
- D. Provide all shop-drawing submittals on disk in AutoCad format.
- E. Instrument Installation Details Submittal
 1. The Electrical Contractor shall develop and submit for review, complete installation details for each field mounted device and panel furnished prior to shipment and installation. Common details may be referenced by an index showing the complete instrument tag number, service, location, and device description. Installation details shall be provided as required to adequately define the installation of the components. Drawings may be included in the Control Panel Submittal when only a few are required.
- F. System Calibration and Test Documentation Submittal
 1. The Electrical Contractor shall submit an example of each type of Instrument Calibration Report and Loop Functional Test Report that will be used to verify that all preliminary calibration and testing has been performed and the system is considered, by the supplier, to be ready for testing.
 2. After approval of the examples, the SYSTEM INTEGRATOR shall prepare Loop Functional Test Report(s) for each loop and an Instrument Calibration Sheet for each active element (except simple hand switches, lights, etc.). These sheets shall be completed and submitted to the Engineer after completion of the operational availability field tests.
 3. An Instrument Calibration report shall be used to certify that each instrument requiring calibration has been calibrated to its published specified accuracy shall be submitted to the Engineer. This report shall include all applicable data as listed below plus an area to identify any defects noted, corrective action required, and corrections made.

This report shall include:

- a. Facility identification (Name, location, etc.)
 - b. Loop identification (Name or function)
 - c. Scale ranges and units
 - d. Actual readings at 0, 10, 25, 50, 75, 90 and 100 percent of span
 - e. Tester's certification with name and signature
4. Upon completion of all preliminary calibration and functional testing, the SYSTEM INTEGRATOR, shall submit a certified report for each field instrument certifying that the equipment (1) had been properly installed under his or her supervision, (2) is in accurate calibration, (3) was placed in operation, (4) has been checked, inspected, calibrated, and adjusted as necessary, (5) has been operated under maximum power variation conditions and operated satisfactorily, and (6) is fully covered under the terms of the warranty.

1 .04 STANDARDS

- A The design, testing, assembly, and methods of installation of the wiring materials, electrical equipment and accessories proposed under this Contract shall conform to the National Electrical Code and to applicable state and local requirements. UL listing and labeling shall be adhered to under this Contract.
- B Any equipment that does not have a UL, FM CSA, or other approved testing laboratory label shall be furnished with a notarized letter signed by the supplier stating that the equipment furnished has been manufactured in accordance with the National Electric Code and OSHA requirements.
- C Any additional work needed resulting from any deviation from codes or local requirements shall be at no additional cost to the OWNER.
- D Instrument Society of Automation (ISA) and National Electrical Manufacturers Association (NEMA) standards shall be used where applicable in the design of the Control System.
- E All equipment used on this project to test and calibrate the installed equipment shall be in calibration at the time of use. Calibration shall be traceable to National Institute of Standards (NIS - formally NBS) calibration standards.

1.05 TESTS

- A. Test Procedures: The test procedures shall be provided by the SYSTEM INTEGRATOR. The procedures shall include test descriptions, forms, and check lists to be used to control and document the required tests.
- B. The Contractor shall test all items individually and as a system for proper operation.
- C. The Contractor shall, at his expense, make all the requisite repairs, adjustments and/or alterations to correct any shortcomings found as a result of the tests performed under Item 1.05.A above.
- D. A representative of the City shall be present during all testing. The City shall be notified at least two (2) days prior to any testing.

1 .06 GUARANTEES AND WARRANTIES

- A. All items furnished under this Specification shall be guaranteed and/or warranted, in writing, against defects in materials, construction and workmanship for a period of one year.

PART 2 - PRODUCTS

2.01 GENERAL REQUIREMENTS

- A. The SYSTEMS INTEGRATOR shall install all components per the manufacturer's specifications. In the event of a power interruption, the components shall resume normal operation without manual resetting when power is restored.

2 .02 MATERIALS

- A. Refer to the contract drawings for the new components to be installed under this contract.

PART 3 - EXECUTION

3 .01 PRODUCT HANDLING

- A. Store and protect equipment until installation following the storage and handling instructions recommended by the equipment manufacturers. Place special emphasis on proper anti-static protection of sensitive equipment.
- B. Protection During Construction: Throughout this Contract, provide protection for materials and equipment against loss or damage and from the effects of weather. Prior to installation, store items in indoor, dry locations. Provide heating in storage areas for items subject to corrosion under damp conditions. Provide covers for panels and other elements that may be exposed to dusty construction environments.
- C. Corrosion Protection: Protect all consoles, panels, enclosures, and other equipment containing electrical or instrumentation and control devices, including spare parts, from corrosion through the use of corrosion-inhibiting vapor capsules. Prior to shipment, include capsules in the shipping containers, and equipment as recommended by the capsule manufacturer. During the construction period, periodically replace the capsules in accordance with the capsule manufacturer's recommendations. Replace all capsules just prior to Final Acceptance.
- D. ESD Protection: Provide for the proper handling, storage, and environmental conditions required for the components deemed static sensitive by the equipment manufacturer. The components of the SCADA System shall be protected in particular. Utilize anti-stat wrist straps and matting during installation of these items to prevent component degradation.
- E. Adequately pack manufactured material to prevent damage during shipping, handling, storage and erection. Pack all material shipped to the project site in a container properly marked for identification. Use blocks and padding to prevent movement.
- F. Ship materials that must be handled with the aid of mechanical tools in wood-framed crates.
- G. Ship all materials to the project site with at least one layer of plastic wrapping or other approved means to make it weatherproof. Anti-stat protection shall be provided for all sensitive equipment.
- H. Inspect the material prior to removing it from the carrier. Do not unwrap equipment until it is

ready to be installed. If any damage is observed, immediately notify the carrier so that a claim can be made. If no such notice is given, the material shall be assumed to be in undamaged condition, and any subsequent damage that is discovered shall be repaired and replaced at no additional expense to the OWNER.

- I. The Contractor shall be responsible for any damage charges resulting from the handling of the materials.

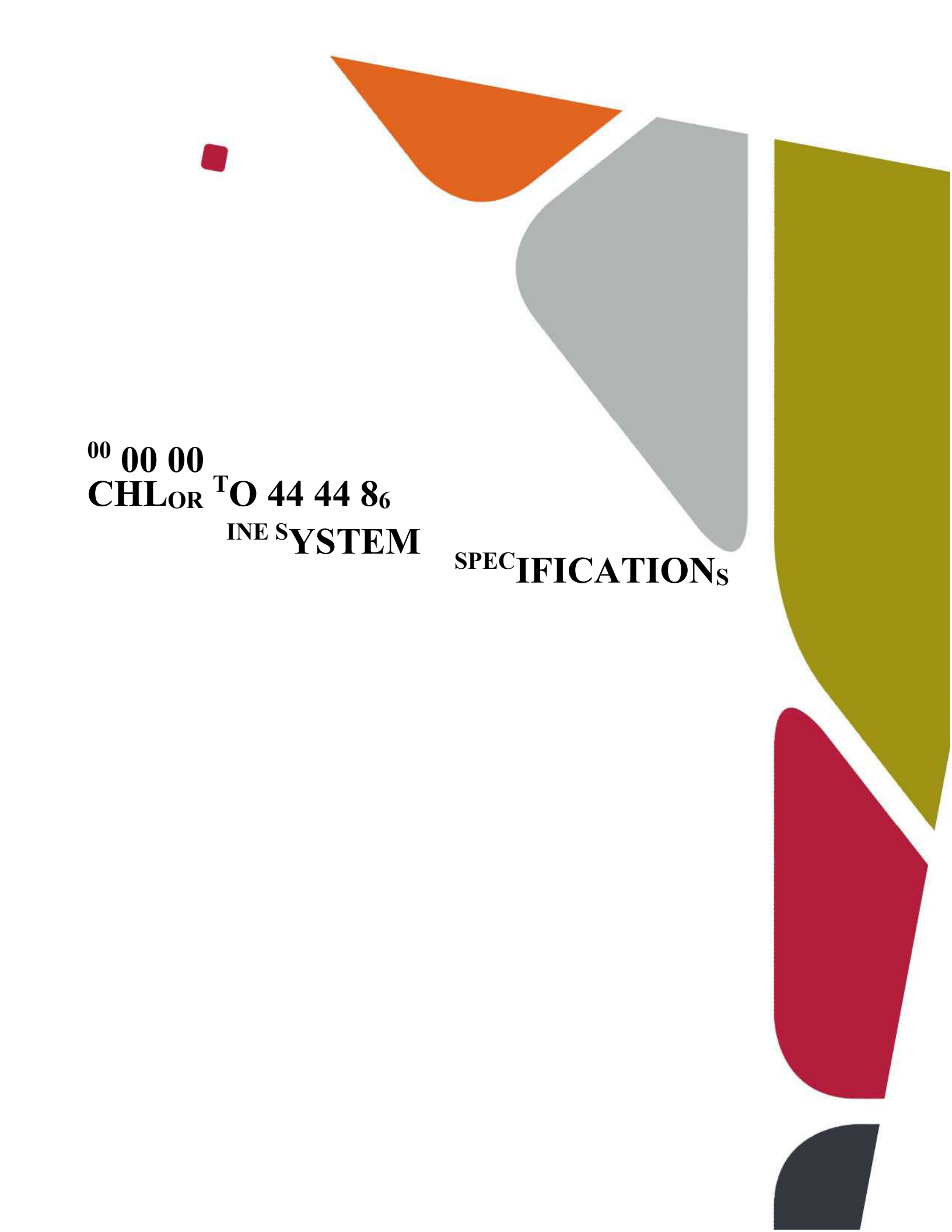
3.02 INSTALLATION

- A. Install materials and equipment in a workmanlike manner utilizing craftsmen skilled in the particular trade. Provide work, which has a neat and finished appearance. Coordinate work with the City and work of other trades to avoid conflicts, errors, delays, and unnecessary interference with operation of the existing plant during construction.
- B. Provide finish on instruments and accessories that protects against corrosion by the elements in the environment in which they are to be installed. Finish both the interior and exterior of enclosures. Provide extra paint of each color used in the material from the manufacturer for touch-up purposes.
- C. Ground each analog signal shield on one end at the receiver end only. Properly ground all surge and transient protection devices. Coordinate grounding system with Division 16, Electrical.
- D. For the purposes of uniformity and conformance to industry standard, provide analog signal transmission modes of electronic 4-20 ma DC. No other signal characteristics are acceptable.
- E. Fully isolate outputs for transmitted electronic signals between transmitters and receivers, equipment of different manufacturers and between control panels to conform to ISA Standard S 50. 1.
- F. Discrete signal are two-state logic signals. Use 120VAC sources on all discrete signals unless otherwise noted or shown.

3.03 TESTING

- A. All elements of the SCADA System shall be tested to demonstrate that the total system satisfies all of the requirements of the Contract Documents
- B. As a minimum, the testing shall include shop tests, operational check-out tests, and Demonstration Tests.
- C. Each test shall be in the cause and effect format. The person conducting the test shall initiate an input (cause) and, upon the system producing the correct result (effect), the specific test requirements will have been satisfied.
- D. All tests shall be conducted in accordance with, and documented on, prior approved procedures, forms, and checklists. Each specific test to be performed shall be described and a space provided after it for signoff by the appropriate party after its satisfactory completion. Copies of these signoff test procedures, forms, and checklists will constitute the required test documentation.
- E. Provide all special testing materials and equipment. Wherever possible, perform tests using actual process variables, equipment, and data. Where it is not practical to test with real process variables, equipment, and data, provide suitable means of simulation. Define these simulation techniques in the test procedures.

END OF SECTION



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END OF SECTION

SECTION 01 11 00
SUMMARY OF WORK

PART 1 – GENERAL

1 .01 SCOPE OF WORK

A. General:

1. Furnish all labor, materials, tools, equipment and services as indicated in accord with provisions of Contract Documents.
2. It is the intent of the Contract Documents to describe a functionally complete project.
3. Furnish and install all supplementary or miscellaneous items, appurtenances, and devices incidental to or necessary for a sound, secure, complete, and functional installation.

1 .02 WORK COVERED BY CONTRACT

A. The Work generally includes, but not limited to the following construction, start-up and acceptance testing and handling over to Owner:

4. Civil/site work including, but not limited to, seed/sod, and concrete pads.
5. Yard piping and miscellaneous site piping.
6. Treatment Plant as shown and specified including, but not limited to:
 - a. **Triplex Pump Skid at Glenwood**
 - b. **Relocated Emergency Shower and Rinse Station**
 - c. **Two (2) 500-Gallon Double-Wall White UV Resin Containment Tanks**
 - d. **Two (2) Sodium Hypochlorite Metering Pumps**
 - e. **One (1) 60-Gallon Double-Walled Storage Tank**
 - f. **One (1) Flow Meter**
 - g. **Three (3) Vega Puls Sensors**
 - h. **Pre and Post Injection improvements**
7. All structural work.
8. All instrumentation and controls
9. All electrical systems including control panel modifications, variable frequency drives (VFDs), programmable logic controller (PLC), and all human machine interface (HMI) screens.

1 .03 WORK SEQUENCE

- A. The Contractor shall organize and plan the construction activities to assure the safety and reliability of and to minimize the interruption to the electric system and all other utilities.
- B. The proposed Work sequence shall be submitted to the Engineer in the Schedule of Construction.

1 .04 CONTRACTOR-FURNISHED PRODUCTS

- A. Contractor shall furnish all products other than Owner-furnished products, if Owner-furnished products are specifically designated.
- B. Components required to be supplied in quantity within a specification section shall all be the same and shall be interchangeable.

1 .05 UNDERGROUND UTILITIES

- A. Utilities known to the Engineer who may have underground facilities in the vicinity of the Work, may be contacted as follows:

- 1. **Water and Sewer:**
City of Avon Park
110 E Main Street
Avon Park, FL 33825

Contractor to contact 811 two (2) business days prior to digging/construction. Contractor to confirm power company and location of utilities prior to construction.

1 .06 PERMITS AND LICENSES

- A. The following permits have been applied for by the Owner or Owner's Representative:

Agency	Permit Type
FDEP	Permit Modification

- B. Contractor shall obtain, at their expense, all other permits and licenses necessary for the construction of the Work.

1 .07 PHASING

- 8. The Contractor shall be responsible for ensuring that the phasing of the new system is correct and coordinate with the Owner. It is the contractor's responsibility to maintain operations of the treatment plant. Contractor to submit construction phasing plan for review and approval by City and Engineer of Record prior to construction.

1 .08 FENCES

- A. All fences affected by the Work shall be maintained by the Contractor until completion of the Work. Fences disturbed by the construction shall be restored by the Contractor to their original or better condition and to their original location.

PART 2 – PRODUCTS (NOT USED)

PART 3 – EXECUTION (NOT USED)

END OF SECTION

**SECTION 01 22 00
MEASUREMENT AND PAYMENT**

PART 1 – GENERAL

1 .01 DESCRIPTION OF WORK

- A. This section defines the method, which will be used to determine the quantities of work performed, or materials supplied, and established the basis upon which payment will be made.

1 .02 MEASUREMENT AND PAYMENT

- A. Item No. 1 – Glenwood and Crystal Lake Water Treatment Plant Chlorine System and Control Panel Improvements
1. Description – This item shall govern the construction of the Glenwood and Crystal Lake Water Treatment Plant Chlorine System and Control Panel Improvements. The Contractor shall be responsible for furnishing all labor, materials, equipment, incidentals, and appurtenances required for construction of a complete and operational Water Treatment Plant as shown and specified.
 2. Measurement – Measurement of the item “Glenwood and Crystal Lake Water Treatment Plant Chlorine System and Control Panel Improvements” will be by the lump sum as the work progresses.
 3. Payment – This item will be paid for at the contract of lump sum price. Approval of payment shall be contingent on the Contractor’s completion of the Schedule of Values as outlined in Section 01 29 73 – Schedule of Values.

PART 2 – PRODUCTS (NOT USED)

PART 3 – EXECUTION (NOT USED)

END OF SECTION

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SECTION 01 29 73
SCHEDULE OF VALUES

PART 1 - GENERAL

1 .01 GENERAL DESCRIPTION

- A. The Schedule of Values is a detailed itemized list that establishes the value or cost of each detailed part of the Work. It shall be used as the basis for preparing progress payments and may be used as a basis for negotiations concerning additional work or credits which may arise during construction. Quantities and unit prices shall be included in the schedule when approved by or required by the Engineer.

1 .02 THE SCHEDULE OF VALUES

- A. Schedule shall show breakdown of labor, materials, equipment, electrical, control panel modifications, SCADA modifications, and other costs used in preparation of the Bid. Costs shall be broken down into unit prices where feasible.
- B. Costs shall be in sufficient detail to indicate separate amounts for each Section of the Specifications and subsection therein. Amounts shall be included for each type of work specified, in a manner approved by the Engineer.
- C. The Contractor may include an item for bond and insurance. These items will be included for payment at a rate of 25 percent per month for the first four (4) months.
- D. Schedule of Values shall be prepared on 8½" x 11" white paper.
- E. Use Table of Contents of Specifications as basis for Schedule format and identify each item with number and title in the Table of Contents. List sub-items of major products or systems as appropriate or when requested by Engineer.
- F. When requested by Engineer, support values with data that will substantiate their correctness.
- G. The sum of the individual values shown on the Schedule of Values must equal the total Contract Price.
- H. Each item shall include a directly proportional amount of the Contractor's overhead and profit.
- I. Schedule shall show the purchase and delivery costs for materials and equipment that the Contractor anticipates he shall request payment for prior to their installation.

PART 2 - PRODUCTS (NOT USED)

PART 3 - EXECUTION (NOT USED)

END OF SECTION

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SECTION 01 33 00
SUBMITTAL PROCEDURES

PART 1 - GENERAL

1 .01 SUMMARY

- A. Section Includes:
 - 1. Mechanics and administration of the submittal process for:
 - a. Shop Drawings.
 - b. Samples.
 - c. Informational submittals.
 - 2. General content requirements for Shop Drawings.
- B. Related Specification Sections include but are not necessarily limited to:
 - 1. Division 00 - Procurement and Contracting Requirements.
 - 2. Division 01 - General Requirements.
 - 3. Operations and Maintenance Manuals submittal requirements are specified in Specification Section 01 78 23.
 - 4. Technical Specification Sections identifying required submittals.

1 .02 DEFINITIONS

- A. Shop Drawings:
 - 1. See General Conditions.
 - 2. Product data and samples are Shop Drawing information.
- B. Informational Submittals:
 - 1. Submittals other than Shop Drawings and samples required by the Contract Documents that do not require review and/or approval by the Engineer.
 - 2. Representative types of informational submittal items include but are not limited to:
 - a. Installed equipment and systems performance test reports.
 - b. Manufacturer's installation certification letters.
 - c. Instrumentation and control commissioning reports.
 - d. Warranties.
 - e. Service agreements.
 - f. Construction photographs.
 - g. Survey data.
 - h. Health and safety plans.

- i. Work plans.
 - j. Delegated designs per performance specification requirements.
3. For-Information-Only submittals upon which the Engineer is not expected to conduct review or take responsive action may be so identified in the Contract Documents.

1 .03 SUBMITTAL SCHEDULE

A. Schedule of Shop Drawings:

- 1. Submitted and approved within 20 days of receipt of Notice to Proceed.
- 2. Account for multiple transmittals under any specification section where partial submittals will be transmitted.

B. Shop Drawings: Submittal and approval prior to 30 percent completion of project.

C. Informational Submittals:

- 1. Reports and installation certifications submitted within seven (7) days of conducting testing, installation, or examination.
- 2. Submittals showing compliance with required qualifications submitted twenty (20) days prior to any work beginning using the subject qualifications.

1.04 PREPARATION OF SUBMITTALS

A. General:

- 1. All submittals and all pages of all copies of a submittal shall be completely legible.
- 2. Submittals which, in the Engineer's sole opinion, are illegible will be returned without review.
- 3. Minimize extraneous information for equipment and products not relevant to the submittal.
- 4. Contractors or vendors written comments on the submittal drawings shall be in green.

B. Shop Drawings, Product Data, and Samples:

- 1. Scope of any submittal and letter of transmittal:
 - a. Limited to one (1) Specification Section.
 - b. Submittals with more than one Specification section included will be rejected.
 - c. Do not submit under any Specification Section entitled (in part) "Basic Requirements" unless the product or material submitted is specified, in total, in a "Basic Requirements" Specification Section.
- 2. Numbering letter of transmittal:
 - a. Include as prefix the Specification Section number followed by a series number, "-xx", beginning with "01" and increasing sequentially with each additional transmittal for that Specification Section.
 - b. If more than one (1) submittal under any Specification Section, assign consecutive series numbers to subsequent transmittal letters.
- 3. Describing transmittal contents:
 - a. Provide listing of each component or item in submittal capable of receiving an independent

review action.

- b. Identify for each item:
 - 1) Manufacturer and Manufacturer's Drawing or data number.
 - 2) Contract Document tag number(s).
 - 3) Unique page numbers for each page of each separate item.
 - c. When submitting "or-equal" items that are not the products of named manufacturers include the words "or-equal" in the item description.
4. Contractor certification of review and approval:
- a. Contractor shall execute Exhibit AA, Contractor's Submittal Certification form, to indicate Contractor has reviewed and approved the submittal contents.
 - 1) Clearly identify the person who reviewed the submittal and the date it was reviewed."
 - b. Submittals containing multiple independent items shall be prepared with each item listed on the letter of transmittal or on an index sheet for all items listing the discrete page numbers for each page of each item, which shall be stamped with the Contractor's review and approval stamp.
 - 1) Each independent item shall have a cover sheet with the transmittal number and item number recorded.
 - a) Provide clear space of 3 IN SQ for Engineer stamping. Any comments from Engineer is to be differentiated by color.
 - 2) Individual pages or sheets of independent items shall be numbered in a manner that permits the entire contents of a particular item to be readily recognized and associated with Contractor's certification.
5. Resubmittals:
- a. Number with original Specification Section and series number with a suffix letter starting with "A" on a (new) duplicate transmittal form.
 - b. Do not increase the scope of any prior transmittal.
 - c. Provide cover letter indicating how each "B", "C", or "D" Action from previous submittal was addressed and where the correction is found in the resubmittal.
 - d. Account for all components of prior transmittal.
 - 1) If items in prior transmittal received "A" or "B" Action code, list them and indicate "A" or "B" as appropriate.
 - a) Do not include submittal information for items listed with prior "A" or "B" Action in resubmittal.
 - 2) Indicate "Outstanding-To Be Resubmitted at a Later Date" for any prior "C" or "D" Action item not included in resubmittal.
 - a) Obtain Engineer's approval to exclude items.
6. Contractor shall not use red color for marks on transmittals.

- a. Duplicate all marks on all copies transmitted, and ensure marks are photocopy reproducible.
 - b. Engineer will use red marks or enclose marks in a cloud.
7. Transmittal contents:
- a. Coordinate and identify Shop Drawing contents so that all items can be easily verified by the Engineer.
 - b. Provide submittal information or marks defining specific equipment or materials utilized on the Project.
 - 1) Generalized product information, not clearly defining specific equipment or materials to be provided, will be rejected.
 - c. Identify equipment or material project use, tag number, Drawing detail reference, weight, and other Project specific information.
 - d. Provide sufficient information together with technical cuts and technical data to allow an evaluation to be made to determine that the item submitted is in compliance with the Contract Documents.
 - e. Do not modify the manufacturer's documentation or data except as specified herein.
 - f. Submit items such as equipment brochures, cuts of fixtures, product data sheets or catalog sheets not exceeding 11" x 17" pages.
 - 1) Indicate exact item or model and all options proposed by arrow and leader.
 - g. When a Shop Drawing submittal is called for in any Specification Section, include as appropriate, scaled details, sizes, dimensions, performance characteristics, capacities, test data, anchoring details, installation instructions, storage and handling instructions, color charts, layout Drawings, rough-in diagrams, wiring diagrams, controls, weights and other pertinent data in addition to information specifically stipulated in the Specification Section.
 - 1) Arrange data and performance information in format similar to that provided in Contract Documents.
 - 2) Provide, at minimum, the detail specified in the Contract Documents.
 - h. If proposed equipment or materials deviate from the Contract Drawings or Specifications in any way, clearly note the deviation and justify the said deviation in detail in a separate letter immediately following transmittal sheet. Any deviation from plans or specifications not depicted in the submittal or included but not clearly noted by the Contractor may not have been reviewed. Review by the Engineer shall not serve to relieve the Contractor of the contractual responsibility for any error or deviation from contract requirements.
8. Samples:
- a. Identification:
 - 1) Identify sample as to transmittal number, manufacturer, item, use, type, project designation, tag number, Specification Section or Drawing detail reference, color, range, texture, finish and other pertinent data.
 - 2) If identifying information cannot be marked directly on sample without defacing or adversely altering samples, provide a durable tag with identifying information securely attached to the sample.

- b. Include application specific brochures, and installation instructions.
- c. Provide Contractor's review and approval certification stamp or Contractor's Submittal Certification form as indication of Contractor's checking and verification of dimensions and coordination with interrelated work.
- d. Resubmit revised samples of rejected items.

C. Informational Submittals:

- 1. Prepare in the format and detail specified in Specification requiring the informational submittal.

1 .05 TRANSMITTAL OF SUBMITTALS

A. Electronic Transmission of Submittals:

- 1. Transmittals shall be made electronically.
- 2. Provide documents in Adobe Acrobat Portable Document Format (PDF), latest version.
- 3. Do not password protect or lock the PDF document.
- 4. Drawings or other graphics must be converted to PDF file format from the original drawing file format and made part of the PDF document.
 - a. Scanning of drawings is to be used only where actual file conversion is not possible and drawings must be scanned at a resolution of 300 dpi or greater.
 - b. Required signatures may be applied prior to scanning for transmittal.
- 5. Electronic drawings shall be formatted to be at full-scale (or half-scale when printed to 11"x17").
 - a. Do not reduce drawings by more than 50% in size.
 - b. Reduced drawings shall be clearly marked "HALF-SIZE" and shall scale accurately at that size.
- 6. Rotate sheets that are normally viewed in landscape mode so that when the PDF file is opened the sheet is in the appropriate position for viewing.
- 7. Create bookmarks in the bookmarks panel for the cover, the Table of Contents, and each major section of the document.
- 8. Using Adobe Acrobat Standard or Adobe Acrobat Professional, set the PDF document properties, initial view as follows:
 - a. Select File > Properties > Initial View.
 - b. Select the Navigation tab: Bookmarks Panel and Page.
 - c. Select the Page layout: Single Page.
 - d. Select the Magnification: Fit Page.
 - e. Select Open to page: 1.
 - f. Set the file to open to the cover page with bookmarks to the left, and the first bookmark linked to the cover page.
- 9. Set the PDF file "Fast Web View" option to open the first several pages of the document while the rest of the document continues to load.

- a. To do this:
 - 1) Select Edit > Preferences > Documents > Save Settings.
 - 2) Check the Save As optimizes for Fast Web View box.
- 10. File naming conventions:
 - a. File names shall use a "ten dot three" convention (XXXXXX-YY-Z.PDF) where XXXXXX is the Specification Section number, YY is the Shop Drawing Root number and Z is an ID number used to designate the associated volume.
- 11. Labeling:
 - a. As a minimum, include the following labeling on all flash drives or portable hard drives:
 - 1) Project Name.
 - 2) Equipment Name and Project Tag Number.
 - 3) Project Specification Section.
 - 4) Manufacturer Name.
 - 5) Vendor Name.
- 12. Binding:
 - a. Include labeled flash drive(s) or portable hard drive(s).

1 .06 ENGINEER'S REVIEW ACTION

A. Shop Drawings and Samples:

- 1. Items within transmittals will be reviewed for overall design intent and will receive one (1) of the following actions:
 - a. A – NO EXCEPTIONS TAKEN.
 - b. B – CORRECTIONS NOTED.
 - c. C - REVISE AND RESUBMIT.
 - d. D - REJECTED.
 - e. E – RECEIVED FOR INFORMATION ONLY.
- 2. Submittals received will be initially reviewed to ascertain inclusion of Contractor's approval stamp.
 - a. Submittals not stamped by the Contractor or stamped with a stamp containing language other than that specified herein will not be reviewed for technical content and will be returned rejected.
- 3. In relying on the representation on the Contractor's review and approval stamp, Owner and Engineer reserve the right to review and process poorly organized and poorly described submittals as follows:
 - a. Submittals transmitted with a description identifying a single item and found to contain multiple independent items:

- 1) Review and approval will be limited to the single item described on the transmittal letter.
- 2) Other items identified in the submittal will:
 - a) Not be logged as received by the Engineer.
 - b) Be removed from the submittal package and returned without review and comment to the Contractor for coordination, description and stamping.
 - c) Be submitted by the Contractor as a new series number, not as a resubmittal number.
- b. Engineer, at Engineer's discretion, may revise the transmittal letter item list and descriptions, and conduct review.
 - 1) Unless Contractor notifies Engineer in writing that the Engineer's revision of the transmittal letter item list and descriptions was in error, Contractor's review and approval stamp will be deemed to have applied to the entire contents of the submittal package.
4. Submittals returned with Action "A" or "B" are considered ready for fabrication and installation.
 - a. If for any reason a submittal that has an "A" or "B" Action is resubmitted, it must be accompanied by a letter defining the changes that have been made and the reason for the resubmittal.
 - b. Destroy or conspicuously mark "SUPERSEDED" all documents having previously received "A" or "B" Action that are superseded by a resubmittal.
5. Submittals with Action "A" or "B" combined with Action "C" (Revise and Resubmit) or "D" (Rejected) will be individually analyzed giving consideration as follows:
 - a. The portion of the submittal given "C" or "D" will not be distributed (unless previously agreed to otherwise at the Preconstruction Conference).
 - 1) One (1) copy or the one (1) transparency of the "C" or "D" Drawings will be marked up and returned to the Contractor.
 - a) Correct and resubmit items so marked.
 - b. Items marked "A" or "B" will be fully distributed.
 - c. If a portion of the items or system proposed are acceptable, however, the major part of the individual Drawings or documents are incomplete or require revision, the entire submittal may be given "C" or "D" Action.
 - 1) This is at the sole discretion of the Engineer.
 - 2) In this case, some Drawings may contain relatively few or no comments or the statement, "Resubmit to maintain a complete package."
 - 3) Distribution to the Owner and field will not be made (unless previously agreed to otherwise).
6. Failure to include any specific information specified under the submittal paragraphs of the Specifications will result in the submittal being returned to the Contractor with "C" or "D" Action.
7. Calculations required in individual Specification Sections will be received for information purposes only, as evidence calculations have been stamped by the professional as defined in the specifications and for limited purpose of checking conformance with given performance and design criteria. The Engineer is not responsible for checking the accuracy of the calculations

and the calculations will be returned stamped "E. RECEIVED FOR INFORMATION ONLY" to acknowledge receipt.

8. Contractor shall furnish required submittals with sufficient information and accuracy to obtain required approval of an item with no more than three submittals. Engineer will record Engineer's time for reviewing a fourth or subsequent submittal of a Shop Drawings, sample, or other item requiring approval, and Contractor shall be responsible for Engineer's charges to Owner for such time. Owner may impose a set-off against payments due to Contractor to secure reimbursement for such charges.
9. Transmittals of submittals which the Engineer considers as "Not Required" submittal information, which is supplemental to but not essential to prior submitted information, or items of information in a transmittal which have been reviewed and received "A" or "B" action in a prior submittal, will be returned with action "E. RECEIVED FOR INFORMATION ONLY."
10. Samples may be retained for comparison purposes.
 - a. Remove samples when directed.
 - b. Include in bid all costs of furnishing and removing samples.

11. Approved samples submitted or constructed, constitute criteria for judging completed work.
 - a. Finished work or items not equal to samples will be rejected.
12. Review time by the Engineer shall be no more than two weeks after receipt of documents, samples, and submittals.

PART 2 - PRODUCTS (NOT USED)

PART 3 - EXECUTION (NOT USED)

END OF SECTION

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SECTION 01 40 00
QUALITY REQUIREMENTS

PART 1 - GENERAL

1 .01 REQUIREMENTS INCLUDED

A. Material and equipment incorporated into the Work:

1. Conform to applicable specifications and standards.
2. Comply with size, make, type, and quality specified, or as specifically approved in writing by the Owner.
3. Manufactured and Fabricated Products:
 - a. Design, fabricate and assemble in accordance with the best engineering and shop practices.
 - b. Manufacture like parts of duplicate units to standard sizes and gages, to be interchangeable.
 - c. Two or more items of the same kind shall be identical and manufactured by the same manufacturer.
 - d. Products shall be suitable for service conditions.
 - e. Equipment capacities, sizes, and dimensions shown or specified shall be adhered to unless variations are specifically approved in writing.
4. Do not use material or equipment for any purpose other than that for which it is specified.
5. All material and equipment incorporated into the project shall be new.

1 .02 MANUFACTURER'S INSTRUCTIONS

- A. When Contract Documents require that installation of work shall comply with manufacturer's printed instructions, obtain and distribute copies of such instructions to parties involved in the installation, including two copies to Owner. Maintain one set of complete instructions at the job site during installation and until completion.
- B. Handle, install, connect, clean, condition, and adjust products in strict accordance with such instructions and in conformity with specified requirements. Should job conditions or specified requirements conflict with manufacturer's instructions, consult with Owner prior to proceeding. Do not proceed with work without clear instructions.

1 .03 TRANSPORTATION AND HANDLING

- A. Arrange deliveries of products in accordance with construction schedules, coordinate to avoid conflict with work and conditions at the site.
 1. Deliver products in undamaged condition, in manufacturer's original containers or packaging, with identifying labels intact and legible.
 2. Immediately on delivery, inspect shipments to assure compliance with requirements of Contract Documents and approved submittals and that products are properly protected and undamaged.
- B. Provide equipment and personnel to handle products by methods to prevent soiling or damage to products or packaging.

1.04 SUBSTITUTIONS AND PRODUCT OPTIONS

A. Contractor's Options:

1. For products specified only by reference standard, select any product meeting that standard.

2. For products specified by naming one or more products or manufacturers and "or equal", Contractor must submit a request for substitutions of any product or manufacturer not specifically named in a timely manner so as not to adversely affect the construction schedule.

PART 2 - PRODUCTS (NOT USED)

PART 3 - EXECUTION (NOT USED)

END OF SECTION

SECTION 01 66 00
PRODUCT STORAGE AND HANDLING REQUIREMENTS

PART 1 - GENERAL

1 .01 REQUIREMENTS INCLUDED

- A. Provide secure storage products to be incorporated into the Work and maintenance until completion of Work.

1 .02 STORAGE

- A. Store products immediately on delivery and protect until installed in the Work, in accordance with manufacturer's instructions, with seals and labels intact and legible.
- B. Exterior Storage
 - 1. Provide substantial platform, blocking or skids to support fabricated products above ground to prevent soiling or staining.
 - a. Cover products, subject to discoloration or deterioration from exposure to the elements, with impervious sheet coverings. Provide adequate ventilation to avoid condensation.
 - b. Prevent mixing of refuse or chemically injurious materials or liquids.
- C. Arrange storage in manner to provide easy access for inspection.

1 .03 MAINTENANCE OF STORAGE

- A. Maintain periodic system of inspection of stored products on scheduled basis to assure that:
 - 1. State of storage facilities is adequate to provide required conditions.
 - 2. Required environmental conditions are maintained on continuing basis.
 - 3. Surfaces of products exposed to elements are not adversely affected. Any weathering of products, coatings and finishes is not acceptable under requirements of these Contract Documents.
- B. Mechanical and electrical equipment which requires servicing during long term storage shall have complete manufacturer's instructions for servicing accompanying each item, with notice of enclosed instructions shown on exterior of package.
 - 1. Equipment shall not be shipped until approved by the Owner. The intent of this requirement is to reduce on-site storage time prior to installation and/or operation. Under no circumstances shall equipment be delivered to the site more than one month prior to installation without written authorization from the Owner.
 - 2. All equipment having moving parts such as gears, electric motors, etc. and/or instruments shall be stored in a temperature and humidity-controlled building approved by the Owner until such time as the equipment is to be installed.
 - 3. All equipment shall be stored fully lubricated with oil, grease, etc. unless otherwise instructed by the manufacturer.
 - 4. Moving parts shall be rotated a minimum of once weekly to ensure proper lubrication and to avoid metal-to-metal "welding". Upon installation of the equipment, the Contractor shall start the equipment, at least half load, once weekly for an adequate period of time to ensure that the equipment does not deteriorate from lack of use.
 - 5. Lubricants shall be changed upon completion of installation and as frequently as required, thereafter during the period between installation and acceptance.

6. Prior to acceptance of the equipment, the Contractor shall have the manufacturer inspect the equipment and certify that its condition has not been detrimentally affected by the long storage period. Such certifications by the manufacturer shall be deemed to mean that the equipment is judged by the manufacturer to be in a condition equal to that of equipment that has been shipped, installed, tested, and accepted in a minimum time period. As such, the manufacturer will guaranty the equipment equally in both instances. If such a certification is not given, the equipment shall be judged to be defective. It shall be removed and replaced at the Contractor's expense.

PART 2 - PRODUCTS (NOT USED)

PART 3 - EXECUTION (NOT USED)

END OF SECTION

SECTION 01 78 23
OPERATION AND MAINTENANCE DATA

PART 1 - GENERAL

1 .01 SUMMARY

A. Section Includes:

1. Administration of the submittal process for Operation and Maintenance Manuals.
2. Content requirements for Operation and Maintenance Manuals.

B. Related Specification Sections include but are not necessarily limited to:

1. Division 00 - Bidding and Contracting Requirements.
2. Division 01 - General Requirements.
3. General submittal requirements are specified in Specification Section 01 33 00 – Submittal Procedures.
4. Technical Specification Sections identifying required Operation and Maintenance Manual submittals.

1 .02 DEFINITIONS

A. Equipment Operation and Maintenance Manuals:

1. Contain the technical information required for proper installation, operation and maintenance of process, electrical and mechanical equipment and systems.

B. Building Materials and Finishes Operation and Maintenance Manuals:

1. Contain the information required for proper installation and maintenance of building materials and finishes.

1 .03 SUBMITTALS

A. List of all the Operation and Maintenance Manuals required by the Contract as identified in the Technical Specification Sections. These may be referred to as "Operation and Maintenance Data" submittals.

B. Operation and Maintenance Manuals:

1. Draft and final electronic copies.
2. Final paper copies: One (1).

1 .04 SUBMITTAL SCHEDULE

A. List of Required Operation and Maintenance Manuals:

1. Submit list with Specification Section number and title within 90 days after Notice to Proceed.

B. Draft Operation and Maintenance Manuals:

1. Submit approvable draft manuals in electronic format (PDF) within 30 days following approval of the respective Shop Drawing.

a. Include placeholders or fly sheet pages where information is not final or is missing from the draft manual.

2. All Draft Operation and Maintenance Manuals shall be received by no later than 50 percent project completion.

C. Final Operation and Maintenance Manuals:

1. Final approval of Operation and Maintenance Manuals in electronic format (PDF) must be obtained 45 days prior to equipment start-up.
2. Provide paper copies and flash drives or portable hard drives of approved final Operation and Maintenance Manuals in electronic format (PDF), a minimum of 30 days prior to equipment start-up.
3. Issue addenda to Final Approved Operation and Maintenance Manual to include:
 - a. Equipment data that requires collection after start-up, for example but not limited to HVAC balancing reports, electrical switchgear, automatic transfer switch and circuit breaker settings.
 - b. Equipment field testing data.
 - c. Equipment start-up reports.

1.05 PREPARATION OF SUBMITTALS

A. General:

1. All pages of the Operation and Maintenance Manual submittal shall be legible.
 - a. Submittals which, in the Engineer's sole opinion, are illegible will be rejected without review.
2. Identify each equipment item in a manner consistent with names and identification numbers used in the Contract Documents, not the manufacturer's catalog numbers.
3. Neatly type any data not furnished in printed form.
4. Operation and Maintenance Manuals are provided for Owner's use, to be reproduced and distributed as training and reference materials within Owner's organization.
 - a. This requirement is:
 - 1) Applicable to both paper copy and electronic files.
 - 2) Applicable to materials containing copyright notice as well as those with no copyright notice.
5. Notify supplier and/or manufacturer of the intended use of Operations and Maintenance Manuals provided under the Contract.

B. Operation and Maintenance Manual Format and Delivery:

1. Draft electronic submittals:
 - a. Provide manual in Adobe Acrobat Portable Document Format (PDF), latest version.
 - b. Create one (1) PDF file for each equipment Operation and Maintenance Manual.
 - c. Do not password protect or lock the PDF document.
 - d. Scanned images of paper documents are not acceptable. Create the Operation and Maintenance Manual PDF file from the original source document.
 - e. Drawings or other graphics must be converted to PDF file format from the original drawing file format and made part of the PDF document.
 - f. Scanning of drawings is to be used only where actual file conversion is not possible and drawings must be scanned at a resolution of 300 dpi or greater.
 - g. Rotate sheets that are normally viewed in landscape mode so that when the PDF file is opened the sheet is in the appropriate position for viewing.
 - h. Create bookmarks in the bookmarks panel for the Operation and Maintenance Manual cover,

the Table of Contents and each major section of the Table of Contents.

- i. Using Adobe Acrobat Standard or Adobe Acrobat Professional, set the PDF document properties, initial view as follows:
 - 1) Select File > Properties > Initial View.
 - 2) Select the Navigation tab: Bookmarks Panel and Page.
 - 3) Select the Page layout: Single Page Continuous.
 - 4) Select the Magnification: Fit Page.
 - 5) Select Open to page: 1.
 - 6) Set the file to open to the cover page of the manual with bookmarks to the left, and the first bookmark linked to the cover page.
 - 7) Window Options: Check the "Resize window to initial page" box.
 - j. Set the PDF file "Fast Web View" option to open the first several pages of the document while the rest of the document continues to load.
 - 1) To do this:
 - a) Select Edit > Preferences > Documents > Save Settings.
 - b) Check the "Save As optimizes for Fast Web View" box.
 - k. PDF file naming convention:
 - 1) Use the Specification Section number, the manufacturer's name and the equipment description, separated by underscores.
 - 2) Example: 444213_Degasifiers.pdf.
 - 3) Do not put spaces in the file name.
2. Final electronic submittals:
- a. Submit two (2) copies in PDF file format on two (2) flash drives or portable hard drives (one (1) copy per flash drive or portable hard drive).
 - b. Flash drive or portable hard drive Labeling:
 - 1) Provide the following printed labeling on all drives:
 - a) Project name.
 - b) Specification Section.
 - c) Equipment names and summary of tag(s) covered.
 - d) Manufacturer name.
 - e) Date (month, year).
3. Final paper copy submittals:
- a. Quantity: Provide two (2) copies.
 - b. Paper: 8.5 x 11 IN or 11 x 17 IN bright white, 20 LB paper with standard three-hole punching.
 - c. 3-Ring Binder:

- 1) Provide D-ring binder with clear vinyl sleeves (i.e. view binder) on front and spine.
- 2) Insert binder title sheet with the following information under the front and spine sleeves:
 - a) Project name.
 - b) Specification Section.
 - c) Equipment names and summary of tag(s) covered.
 - d) Manufacturer name.
 - e) Date (month, year).
- 3) Provide plastic sheet lifters prior to first page and following last page.

d. Drawings:

- 1) Provide all drawings at 11 x 17 IN size, triple folded and three-hole punched for insertion into manual.
 - 2) Where reduction is not practical to ensure readability, fold larger drawings separately and place in three-hole punched vinyl envelopes inserted into the binder.
 - 3) Identify vinyl envelopes with drawing numbers.
- e. Use plastic coated dividers to tab each section of each manual in accordance with the Table of Contents.

C. Equipment Operation and Maintenance Manual Content:

1. Provide a cover page as the first page of each manual with the following information:
 - a. Manufacturer(s) Name and Contact Information.
 - b. Vendor's Name and Contact Information.
 - c. Date (month, year).
 - d. Project Owner and Project Name.
 - e. Specification Section.
 - f. Project Equipment Tag Numbers.
 - g. Model Numbers.
 - h. Engineer's Name.
 - i. Contractor's Name.
2. Provide a Table of Contents for each manual.
3. Provide Equipment Record sheets as follows:
 - a. Printed copies of the Equipment Record (Exhibits B1, B2 and B3), as the first tab following the Table of Contents.
 - b. Exhibits B1-B3 are available as Fillable PDF Form documents from the Engineer.
 - c. Each section of the Equipment Record must be completed in detail; simply referencing the related equipment Operation and Maintenance Manual sections for nameplate, maintenance, spare parts or lubricant information is not acceptable.

- d. For equipment involving separate components (for example, a motor and gearbox), a fully completed Equipment Record is required for each component.
 - e. Submittals that do not include the Equipment Record(s) will be rejected without further content review.
4. Provide a printed copy of the Manufacturer's Field Services report as required by Specification Section 01 78 39 following the Equipment Record sheets.
5. Provide the following detailed information, as applicable:
- a. Use equipment tag numbers from the Contract Documents to identify equipment and system components.
 - b. Equipment function, normal and limiting operating characteristics.
 - c. Instructions for assembly, disassembly, installation, alignment, adjustment, and inspection.
 - d. Operating instructions for start-up, normal operation, control, shutdown, and emergency conditions.
 - e. Lubrication and maintenance instructions.
 - f. Troubleshooting guide.
 - g. Mark each sheet to clearly identify specific products and component parts and data applicable to the installation for the Project; delete or cross out information that does not specifically apply to the Project.
 - h. Parts lists:
 - 1) A parts list and identification number of each component part of the equipment.
 - 2) Exploded view or plan and section views of the equipment with a detailed parts callout matching the parts list.
 - 3) A list of recommended spare parts.
 - 4) List of spare parts provided as specified in the associated Specification Section.
 - 5) A list of any special storage precautions which may be required for all spare parts.
 - i. General arrangement, cross-section, and assembly drawings.
 - j. Electrical diagrams, including elementary diagrams, wiring diagrams, connection diagrams, and interconnection diagrams.
 - k. Test data and performance curves.
 - l. As-constructed fabrication or layout drawings and wiring diagrams.
 - m. Copy of the equipment manufacturer's warranty meeting the requirements of the Contract.
 - n. Copy of any service contracts provided for the specific piece of equipment as part of the Contract.
6. Additional information as required in the associated equipment or system Specification Section.
- D. Building Materials and Finishes Operation and Maintenance Manual Content:
- 1. Provide a cover page as the first page of each manual with the following information:
 - a. Manufacturer(s) Name and Contact Information.
 - b. Vendor's Name and Contact Information.
 - c. Date (month, year).

- d. Project Owner and Project Name.
 - e. Specification Section.
 - f. Model Numbers.
 - g. Engineer's Name.
 - h. Contractor's Name.
2. Provide a Table of Contents for each manual.
 3. Building products, applied materials and finishes:
 - a. Include product data, with catalog number, size, composition and color and texture designations.
 - b. Provide information for ordering custom manufactured products.
 4. Necessary precautions:
 - a. Include product MSDS for each approved product.
 - b. Include any precautionary application and storage guidelines.
 5. Instructions for care and maintenance:
 - a. Include manufacturer's recommendations for cleaning agents and methods, precautions against detrimental agents and methods and recommended schedule for cleaning and maintenance.
 6. Moisture protection and weather exposed products:
 - a. Include product data listing, applicable reference standards, chemical composition, and details of installation.
 - b. Provide recommendations for inspections, maintenance and repair.
 7. Additional requirements as specified in individual product specifications.

1 .06 TRANSMITTAL OF SUBMITTALS

A. Operation and Maintenance Manuals.

1. Transmit all submittals to:
 - a. The address specified in Specification Section 01 33 00 – SUBMITTAL PROCEDURES.
2. Transmittal form: Use Operation and Maintenance Manual Transmittal, Exhibit A.
3. Transmittal numbering:
 - a. Number each submittal with the Specification Section number followed by a series number beginning with ".01 IN and increasing sequentially with each additional transmittal, followed by "-OM" (for example: 01 78 23.01-OM).
4. Submit draft and final Operation and Maintenance Manual in electronic format (PDF) to Engineer, until manual is approved.

1 .07 ENGINEER'S REVIEW ACTION

A. Draft Electronic (PDF) Submittals:

1. Engineer will review and indicate one of the following review actions:
 - a. A – NO EXECPTION TAKEN
 - b. B - CORRECTIONS NOTED

- c. C- REVISE AND RESUBMIT
 - d. D – REJECTED
 - e. E- RECEIVED FOR INFORMATION ONLY
- 2. Submittals marked as No Exception Taken or Corrections Noted will be retained; however, the transmittal form will be returned with a request for the final paper and electronic documents to be submitted.
 - 3. Copies of submittals marked as Revise and Resubmit or Rejected will be returned with the transmittal form marked to indicate deficient areas.
 - 4. Resubmit until approved.
- B. Final Paper Copy Submittals:
- 1. Engineer will review and indicate one (1) of the following review actions:
 - a. A – NO EXCEPTION TAKEN

b. D - REJECTED

2. Submittals marked as Acceptable will be retained with the transmittal form returned as noted.
3. Submittals marked as Rejected will be returned with the transmittal form marked to indicate deficient areas.
4. Resubmit until approved.

PART 2 - PRODUCTS (NOT USED)

PART 3 - EXECUTION (NOT USED)

END OF SECTION

SECTION 01 78 39
PROJECT RECORD DOCUMENTS

PART 1 - GENERAL

1 .01 REQUIREMENTS INCLUDED

A. Contractor shall maintain at the site for the Owner one record copy of:

1. Drawings.
2. Specifications.
3. Addenda.
4. Change Orders and other modifications to the Contract.
5. Owner's field orders or written instructions.
6. Approved shop drawings, working drawings and samples.
7. Field test records.
8. Construction photographs.

1 .02 MAINTENANCE OF DOCUMENTS AND SAMPLES

A. Store documents and samples in Contractor's field office apart from documents used for construction.

1. Provide files and racks for storage of documents.
2. Provide locked cabinet or secure storage space for storage of samples.

B. File documents and samples in accordance with CSI format.

C. Maintain documents in a clean, dry, legible, condition and in good order. Do not use record documents for construction purposes.

D. Make documents and samples available at all times for inspection by the Owner.

1 .03 MARKING DEVICES

A. Provide felt tip marking pens for recording information in the color code designated by the Owner.

1 .04 RECORDING

A. Label each document "PROJECT RECORD" in neat large printed letters.

B. Record information concurrently with construction progress.

C. Do not conceal any work until required information is recorded.

D. Drawings; legibly mark to record actual construction:

1. All underground piping with elevations and dimensions. Changes to piping location. Horizontal and vertical locations of underground utilities and appurtenances, referenced to permanent surface improvements. Actual installed pipe material, class, etc. Locations of drainage ditches, swales, water lines and force mains shall be shown every 200 feet (measured along the centerline) or alternate lot lines, whichever is closer. Dimensions at these locations shall indicate distance from centerline of right-of-way to the facility.
2. Field changes of all fittings, bends, thrust blocks/anchors, joints, structures, dimension and detail.
3. Changes made by Field Order or by Change Order.
4. Details not on original contract drawings.

5. Equipment and piping relocations.
6. Locations of all valves, fire hydrants, manholes, water and sewer services, water and force main fittings, underdrain cleanouts, catch basins, junction boxes and any other structures located in the right-of-way or easement, shall be located by elevation and by station and offset based on intersection P.I.'s and centerline of right-of-way. For facilities located on private roads, the dimensioning shall be from centerline of paving or another readily visible baseline.
7. Elevations shall be provided for all manhole rim and inverts; junction box rim and inverts; catch basin rim and inverts; and baffle, weir and invert elevations in control structures. Elevations shall also be provided at the point of vertical intersection (PVI's) and at every other lot line or 200 feet, whichever is less, of drainage swales and ditches. Benchmarks and elevation datum shall be indicated.
8. Slopes for pipes and ditches shall be recalculated, based on actual field measured distances, elevations, pipe sizes, and type shown. Cross section of drainage ditches and swales shall be verified.
9. Centerline of roads shall be tied to right-of-way lines. Elevation of roadway centerline shall be given at PVI's and at all intersections.
10. Record drawings shall show bearings and distances for all right-of-way and easement lines, and property corners.
11. Sidewalks, fences and walls, if installed at the time of initial record drawing submittal, shall be located every 200 feet or alternate lot lines, whichever is closer. Dimensions shall include distance from the right-of-way line and the back of curb and lot line or easement line.
12. Sanitary sewer mainline wyes shall be located from the downstream manhole. These dimensions shall be provided by on-site inspections or televising of the sewer following installation.
13. Elevations shall be provided on the top of operating nuts for all water and force main valves.
14. Structures: Record drawings show the following information:
 - a. All slab elevations (top, bottom, intermediate).
 - b. Top elevations of all beams.
 - c. All horizontal locations including at least two corners for structures.
 - d. For buildings shown ridge elevation and eave elevation.
15. Equipment: Record drawings shall show the following information:
 - a. Centerline elevations of all new pipes and equipment.
 - b. Elevation of suction bells or pump intakes.
 - c. Equipment top elevations.
 - d. Distance between pumps (centerline to centerline).
 - e. Horizontal control for at least one corner, or center.
 - f. All equipment base elevations.
 - g. All motor and pump nameplate data. (This can be provided in summary form on a separate sheet).
16. Exterior Electrical/Instrumentation Conduits: Record drawings shall show the following information:

- a. All horizontal and vertical control of all new and existing buried conduit. For existing buried conduit, identify only the size and material of said conduit that is exposed during construction activities.
 - b. Conduit material and size for all new conduits (shall be shown on the conduit/cable schedule).
 - c. Number and sizes of wires in each new conduit (shall be shown on the conduit/cable schedule).
 - d. Grounding system.
 - e. All primary element and transmitter nameplate data (This can be provided in summary form on a separate sheet).
17. Allowable tolerance shall be ± 6.0 inches for horizontal dimensions. Vertical dimensions such as the difference in elevations between manhole inverts shall have an allowable tolerance of $\pm 1/8$ inch per 50 feet (or part thereof) of horizontal distance up to a maximum tolerance of ± 2 inch.
18. Properly prepared record drawings, together with three hard copies and one electronic copy, shall be certified by a design professional (Engineer and/or Surveyor registered in the State of Florida), employed by the Contractor, and submitted to the Owner.
- E. Specifications and Addenda; Legibly mark each Section to record:
- 1. Manufacturer, trade name, catalog number and supplier of each product and item of equipment actually installed.
 - 2. Changes made by field order or by change order.

1 .05 SUBMITTAL

- A. Prior to substantial completion and prior to starting the bacteria testing of water lines, deliver signed and sealed Record Documents and Record Drawings to the Owner. These will be reviewed and verified by the Engineer. If there are any required changes or additions, these shall be completed, and the entire signed and sealed set resubmitted prior to final pay application.
- B. The Contractor shall employ a Professional Engineer or Surveyor registered in the State of Florida to verify survey data and properly prepare record drawings. Record drawings shall be certified by the professional(s) (Engineer or Surveyor licensed in Florida), submitted on signed and sealed paper drawings together with an AutoCAD version on a recordable Hard Disk Drive or USB or similar.
- C. The CD shall contain media in AutoCad Version 2018 or later, or in any other CAD program compatible with AutoCad in DWG or DXF form. All fonts, line types, shape files or other pertinent information used in the drawing and not normally included in AutoCad shall be included on the media with a text file or attached noted as to its relevance and use.
- D. Accompany submittal with transmittal letter, containing:
 - 1. Date.
 - 2. Project title and number.
 - 3. Contractor's name and address.
 - 4. Title and number of each Record Document.
 - 5. Signature of Contractor or his authorized representative.

Note: The data required to properly prepare these record drawings shall be obtained at the site, at no cost to the Owner by the responsible design professional or his/her duly appointed

representative. The appointed representative shall be a qualified employee of the responsible design professional or a qualified inspector retained by the responsible design professional on a project-by-project basis.

PART 2 - STANDARDS

2.01 MINIMUM RECORD DRAWING STANDARDS FOR ALL RECORD DRAWINGS SUBMITTED TO OWNER

- A. Record drawings shall be submitted to at least the level of detail in the contract documents. It is anticipated that the original contract documents shall serve as at least a background for all record information. Original drawings in CAD format may be requested of the Owner.
- B. Drawings shall meet the criteria of paragraph 1.04 D above.
- C. Record Drawings will need to meet all Owner requirements and standards.

PART 3 - EXECUTION (NOT USED)

END OF SECTION

SECTION 02 22 00
EXISTING UTILITIES AND UNDERGROUND STRUCTURES

PART 1 - GENERAL

1 .01 GENERAL

- A. The plans depict the approximate location of the existing utilities. The locations of those facilities (horizontal and vertical) were obtained from survey information, plans, and record drawings.

1 .02 CONTRACTOR'S RESPONSIBILITIES

- A. Call Sunshine 811 and locate the cables, ducts, conduit, pipeline, and all infrastructure and features within project limits etc. in advance of any construction activities.
- B. Notify Engineer of any substantial changes and/or conflicts that would require a deviation in the plans. Late discovery of existing underground utilities does not constitute "required" deviations if earlier discovery and/or discovery prior to Contractor's activities could have prevented such deviations.
- C. Notify Owner immediately of damage done to existing utilities and repair and or replace and/or restore to existing conditions to the satisfaction of the Owner at no additional expense to the Owner.

PART 2 - PRODUCTS (NOT USED)

PART 3 - EXECUTION (NOT USED)

END OF SECTION

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SECTION 03 10 00
CONCRETE FORMING AND ACCESSORIES

PART 1 - GENERAL

1 .01 SUMMARY

A. Section Includes:

1. Form-facing material for cast-in-place concrete.
2. Form liners.
3. Insulating concrete forms.
4. Shoring, bracing, and anchoring.

1 .02 DEFINITIONS

- A. Form-Facing Material: Temporary structure or mold for the support of concrete while the concrete is setting and gaining sufficient strength to be self-supporting.
- B. Formwork: The total system of support of freshly placed concrete, including the mold or sheathing that contacts the concrete, as well as supporting members, hardware, and necessary bracing.

1 .03 ACTION SUBMITTALS

A. Product Data: For each of the following:

1. Exposed surface form-facing material.
2. Concealed surface form-facing material.
3. Forms for cylindrical columns.
4. Pan-type forms.
5. Void forms.
6. Form liners.
7. Insulating concrete forms.
8. Form ties.
9. Water stops.
10. Form-release agent.

B. Shop Drawings: Prepared by, and signed and sealed by, a qualified professional engineer responsible for their preparation, detailing fabrication, assembly, and support of forms.

1. For exposed vertical concrete walls, indicate dimensions and form tie locations.
2. Indicate dimension and locations of construction and movement joints required to construct the structure in accordance with ACI 301.
 - a. Location of construction joints is subject to approval of the Engineer.
3. Indicate location of water stops.
4. Indicate form liner layout and form line termination details.
5. Indicate proposed schedule and sequence of stripping of forms, shoring removal, and reshoring installation and removal.

6. Indicate layout of insulating concrete forms, dimensions, course heights, form types, and details.
- C. Samples:
1. For water stops.
 2. For Form Liners: 12-inch by 12-inch sample, indicating texture.

1 .04 INFORMATIONAL SUBMITTALS

- A. Qualification Data: For testing and inspection agency.
- B. Field quality-control reports.

1 .05 QUALITY ASSURANCE

- A. Testing and Inspection Agency Qualifications: An independent agency, qualified in accordance with ASTM C1077 and ASTM E329 for testing indicated.

1 .06 DELIVERY, STORAGE, AND HANDLING

- A. Form Liners: Store form liners under cover to protect from sunlight.
- B. Insulating Concrete Forms: Store forms off ground and under cover to protect from moisture, sunlight, dirt, oil, and other contaminants.
- C. Waterstops: Store waterstops under cover to protect from moisture, sunlight, dirt, oil, and other contaminants.

PART 2 - PRODUCTS

2.01 PERFORMANCE REQUIREMENTS

- A. Concrete Formwork: Design, engineer, erect, shore, brace, and maintain formwork, shores, and reshores in accordance with ACI 301, to support vertical, lateral, static, and dynamic loads, and construction loads that might be applied, until structure can support such loads, so that resulting concrete conforms to the required shapes, lines, and dimensions.
 1. Design wood panel forms in accordance with APA's "Concrete Forming Design/Construction Guide."
 2. Design formwork to limit deflection of form-facing material to 1/240 of center-to-center spacing of supports.
- B. Design, engineer, erect, shore, brace, and maintain insulating concrete forms in accordance with ACI 301, to support vertical, lateral, static, and dynamic loads, and construction loads that might be applied, until structure can support such loads, so that resulting concrete conforms to the required shapes, lines, and dimensions.
 1. Design cross ties to transfer the effects of the following loads to the cast-in-place concrete core:
 - a. Wind Loads: As indicated on Drawings.
 - 1) Horizontal Deflection Limit: Not more than 1/360 of the wall height.

2.02 FORM-FACING MATERIALS

- A. As-Cast Surface Form-Facing Material:
 1. Provide continuous, true, and smooth concrete surfaces.
 2. Furnish in largest practicable sizes to minimize number of joints.
 3. Acceptable Materials: As required to comply with Surface Finish designations specified in Section 033000 "Cast-In-Place Concrete, and as follows:
 - a. Plywood, metal, or other approved panel materials.

- b. Exterior-grade plywood panels, suitable for concrete forms, complying with DOC PS 1, and as follows:
 - 1) APA HDO (high-density overlay).
 - 2) APA MDO (medium-density overlay); mill-release agent treated and edge sealed.
 - 3) APA Structural 1 Plyform, B-B or better; mill oiled and edge sealed.
 - 4) APA Plyform Class I, B-B or better; mill oiled and edge sealed.
- B. Concealed Surface Form-Facing Material: Lumber, plywood, metal, plastic, or another approved material.
 - 1. Provide lumber dressed on at least two edges and one side for tight fit.
- C. Forms for Cylindrical Columns, Pedestals, and Supports: Metal, glass-fiber-reinforced plastic, paper, or fiber tubes that produce surfaces with gradual irregularities and without spiral or vertical seams not exceeding specified formwork surface class.
 - 1. Provide forms with sufficient wall thickness to resist plastic concrete loads without detrimental deformation.
- D. Pan-Type Forms: Glass-fiber-reinforced plastic or formed steel, stiffened to resist plastic concrete loads without detrimental deformation, with tapered end forms.

2.03 WATERSTOPS

- A. Flexible PVC Waterstops: U.S. Army Corps of Engineers CRD-C 572, for embedding in concrete to prevent passage of fluids through joints. Factory fabricate corners, intersections, and directional changes.
 - 1. Sika Corporation
 - 2. Vinylex Waterstop and Accessories
 - 3. BoMetals, Inc
 - 4. Profile: Retrofit waterstop profile as indicated in contract documents
 - 5. Dimensions: 6-3/8" by 7/8 inch thick

2.04 RELATED MATERIALS

- A. Chamfer Strips: Wood, metal, PVC, or rubber strips, 3/4 by 3/4 inch, minimum.
- B. Form-Release Agent: Commercially formulated form-release agent that does not bond with, stain, or adversely affect concrete surfaces and does not impair subsequent treatments of concrete surfaces.
 - 1. Formulate form-release agent with rust inhibitor for steel form-facing materials.
 - 2. Form release agent for form liners shall be acceptable to form liner manufacturer.
- C. Form Ties: Factory-fabricated, removable or snap-off, glass-fiber-reinforced plastic or metal form ties designed to resist lateral pressure of fresh concrete on forms and to prevent spalling of concrete on removal.
 - 1. Furnish units that leave no corrodible metal closer than 1 inch to the plane of exposed concrete surface.
 - 2. Furnish ties with integral water-barrier plates to walls indicated to receive dampproofing or waterproofing.

PART 3 - EXECUTION

3.01 INSTALLATION OF FORMWORK

- A. Comply with ACI 301.
- B. Construct formwork, so concrete members and structures are of size, shape, alignment, elevation, and position indicated, within tolerance limits of ACI 117 and to comply with the Surface Finish designations specified in Section 03 30 00 "Cast-In-Place Concrete" for as-cast finishes
- C. Limit concrete surface irregularities as follows:
 - 1. Surface Finish-1.0: ACI 117 ClassD, 1 inch (25 mm).
 - 2. Surface Finish-2.0: ACI 117 ClassB, 1/4 inch (6 mm).
 - 3. Surface Finish-3.0: ACI 117 ClassA, 1/8 inch (3.0 mm).
- D. Construct forms tight enough to prevent loss of concrete mortar.
 - 1. Minimize joints.
 - 2. Exposed Concrete: Symmetrically align joints in forms.
- E. Construct removable forms for easy removal without hammering or prying against concrete surfaces.
 - 1. Provide crush or wrecking plates where stripping may damage cast-concrete surfaces.
 - 2. Provide top forms for inclined surfaces steeper than 1.5 horizontal to 1 vertical.
 - 3. Install keyways, reglets, recesses, and other accessories, for easy removal.
- F. Do not use rust-stained, steel, form-facing material.
- G. Set edge forms, bulkheads, and intermediate screed strips for slabs to achieve required elevations and slopes in finished concrete surfaces.
 - 1. Provide and secure units to support screed strips
 - 2. Use strike-off templates or compacting-type screeds.
- H. Provide temporary openings for cleanouts and inspection ports where interior area of formwork is inaccessible.
- I. Close openings with panels tightly fitted to forms and securely braced to prevent loss of concrete mortar.
- J. Locate temporary openings in forms at inconspicuous locations.
- I. Chamfer exterior corners and edges of permanently exposed concrete.
- J. At construction joints, overlap forms onto previously placed concrete not less than 12 inches.
- K. Form openings, chases, offsets, sinkages, keyways, reglets, blocking, screeds, and bulkheads required in the Work.
 - 1. Determine sizes and locations from trades providing such items.
 - 2. Obtain written approval of Engineer prior to forming openings not indicated on Drawings.
- L. Construction and Movement Joints:
 - 1. Construct joints true to line with faces perpendicular to surface plane of concrete.
 - 2. Install so strength and appearance of concrete are not impaired, at locations indicated or as

approved by Engineer.

3. Place joints perpendicular to main reinforcement.
 4. Locate joints for beams, slabs, joists, and girders in the middle third of spans.
 - a. Offset joints in girders a minimum distance of twice the beam width from a beam-girder intersection.
 5. Locate horizontal joints in walls and columns at underside of floors, slabs, beams, and girders and at the top of footings or floor slabs.
 6. Insert spacing of construction joints in subparagraph below if preferred.
 7. Space vertical joints in walls at a ratio of (2) two times the wall height except in water retaining structures where joints are only allowed as shown on the contract plans
 - a. Locate joints beside piers integral with walls, near corners, and in concealed locations where possible.
- M. Provide temporary ports or openings in formwork where required to facilitate cleaning and inspection.
1. Locate ports and openings in bottom of vertical forms, in inconspicuous location, to allow flushing water to drain.
 2. Close temporary ports and openings with tight-fitting panels, flush with inside face of form, and neatly fitted, so joints will not be apparent in exposed concrete surfaces.
- N. Clean forms and adjacent surfaces to receive concrete. Remove chips, wood, sawdust, dirt, and other debris just before placing concrete.
- O. Retighten forms and bracing before placing concrete, as required, to prevent mortar leaks and maintain proper alignment.
- P. Coat contact surfaces of forms with form-release agent, according to manufacturer's written instructions, before placing reinforcement.

3.02 INSTALLATION OF EMBEDDED ITEMS

- A. Place and secure anchorage devices and other embedded items required for adjoining work that is attached to or supported by cast-in-place concrete.
1. Use setting drawings, templates, diagrams, instructions, and directions furnished with items to be embedded.
 2. Install anchor rods, accurately located, to elevations required and complying with tolerances in Section 7.5 of AISC 303.
 3. Clean embedded items immediately prior to concrete placement.

3.03 INSTALLATION OF WATERSTOPS

- A. Flexible Waterstops: Install in construction joints and at other joints indicated to form a continuous diaphragm.
1. Install in longest lengths practicable.
 2. Locate waterstops in center of joint unless otherwise indicated on Drawings.
 3. Allow clearance between waterstop and reinforcing steel of not less than 2 times the largest concrete aggregate size specified in Section 03 30 00 "Cast-In-Place Concrete."
 4. Secure waterstops in correct position per manufacturers specifications.
 5. Field fabricate joints in accordance with manufacturer's instructions using heat welding.

- a. Miter corners, intersections, and directional changes in waterstops.
- b. Align center bulbs.
- 6. Clean waterstops immediately prior to placement of concrete.
- 7. Support and protect exposed waterstops during progress of the Work.

3.04 REMOVING AND REUSING FORMS

- A. Formwork for sides of beams, walls, columns, and similar parts of the Work that does not support weight of concrete may be removed after cumulatively curing at not less than 50 deg F for 72 hours after placing concrete. Concrete has to be hard enough to not be damaged by form-removal operations, and curing and protection operations need to be maintained.
 - 1. Leave formwork for beam soffits, joists, slabs, and other structural elements that support weight of concrete in place until concrete has achieved at least 70 percent of its 28-day design compressive strength.
 - 2. Remove forms only if shores have been arranged to permit removal of forms without loosening or disturbing shores.
- B. Clean and repair surfaces of forms to be reused in the Work.
 - 1. Split, frayed, delaminated, or otherwise damaged form-facing material are unacceptable for exposed surfaces.
 - 2. Apply new form-release agent.
- C. When forms are reused, clean surfaces, remove fins and laitance, and tighten to close joints.
 - 1. Align and secure joints to avoid offsets.
 - 2. Do not use patched forms for exposed concrete surfaces unless approved by Engineer.

3.05 SHORING AND RESHORING INSTALLATION

- A. Comply with ACI 318 and ACI 301 for design, installation, and removal of shoring and reshoring.
 - 1. Do not remove shoring or reshoring until measurement of slab tolerances is complete.
- B. Plan sequence of removal of shores and reshore to avoid damage to concrete. Locate and provide adequate reshoring to support construction without excessive stress or deflection.

3.06 FIELD QUALITY CONTROL

- A. Special Inspections: Owner will engage an agency to perform field tests and inspections and prepare test reports.
- B. Testing Agency: Engage a qualified testing and inspecting agency to perform tests and inspections and to submit reports.
- C. Inspections:
 - 1. Inspect formwork for shape, location, and dimensions of the concrete member being formed.
 - 2. Inspect insulating concrete forms for shape, location, and dimensions of the concrete member being formed.

END OF SECTION

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SECTION 09 90 00
PAINTING AND COATING

PART 1 - GENERAL

1 .01 SCOPE OF WORK

- A. Work under this Section includes but is not limited to painting of plaster, wood, metal, masonry, and other surfaces designated to be painted except factory-applied finishes. Painting shall be performed at such times and in such places as the Contractor and Engineer may agree upon in order that dust-free and neat work is obtained. All painting shall be done in strict accordance with the recommendations of the manufacturer and shall be performed in a manner satisfactory to the Engineer.

1 .02 SUBMITTALS

- A. Submit manufacturer's data sheets showing the following information:
 - 1. Percent solids by volume.
 - 2. Minimum and maximum recommended dry-film thickness per coat for prime, intermediate, and finish coats.
 - 3. Recommended surface preparation.
 - 4. Recommended thinners.
 - 5. Statement verifying that the specified prime coat is recommended by the manufacturer for use with the specified intermediate and finish coats.
 - 6. Application instructions including recommended equipment and temperature limitations.
 - 7. Curing requirements and instructions.
- B. Submit color swatches
- C. Submit certificate identifying the type and gradation of abrasives used for surface preparation.
- D. Submit material safety data sheets for each coating

1 .03 REFERENCE STANDARDS

- A. Reference standards and recommended practices referred to in this Specification Section shall be the latest revision of any such document in effect at the bid time. The following documents are a part of this Section. Where this Section differs from these documents, the requirements of this Section shall apply.
- B. American Society for Testing and Materials (ASTM)
 - 1. ASTM A780—Standard Practice for Repair of Damaged and Uncoated Areas of Hot-Dip Galvanized Coatings.
 - 2. ASTM C501—Standard Test Method for Relative Resistance to Wear of Unglazed Ceramic Tile by the Taber Abraser.
 - 3. ASTM D520—Standard Specification for Zinc Dust Pigment.
 - 4. ASTM D522—Standard Test Methods for Mandrel Bend Test of Attached Organic Coatings.
 - 5. ASTM D1002—Standard Test Method for Apparent Shear Strength of Single-Lap-Joint Adhesively Bonded Metal Specimens by Tension Loading (Metal-to-Metal).
 - 6. ASTM D2240—Standard Test Method for Rubber Property—Durometer Hardness.
 - 7. ASTM D3734—Standard Specification for High-Flash Aromatic Naphthas.

8. ASTM D2697—Standard Test Method for Volume Nonvolatile Matter in Clear or Pigmented Coatings.
 9. ASTM D4060—Standard Test Method for Abrasion Resistance of Organic Coatings by the Taber Abraser.
 10. ASTM D4138—Standard Practices for Measurement of Dry Film Thickness of Protective Coating Systems by Destructive, Cross-Sectioning Means.
 11. ASTM D4258—Standard Practice for Surface Cleaning Concrete for Coating.
 12. ASTM D4260—Standard Practice for Liquid and Gelled Acid Etching of Concrete.
 13. ASTM D4261—Standard Practice for Surface Cleaning Concrete Unit Masonry for Coating.
 14. ASTM D4263—Standard Test Method for Indicating Moisture in Concrete by the Plastic Sheet Method.
 15. ASTM D4787—Standard Practice for Continuity Verification of Liquid or Sheet Linings Applied to Concrete Substrates.
 16. ASTM D6386—Standard Practice for Preparation of Zinc (Hot-Dip Galvanized) Coated Iron and Steel Product and Hardware Surfaces for Painting.
 17. ASTM D7091—Standard Practice for Nondestructive Measurement of Dry Film Thickness of Nonmagnetic Coatings Applied to Ferrous Metals and Nonmagnetic, Nonconductive Coatings Applied to Non-Ferrous Metals.
 18. ASTM E84—Standard Test Method for Surface Burning Characteristics of Building Materials.
- C. National Association of Corrosion Engineers International (NACE)
1. NACE SP0188—Discontinuity (Holiday) Testing of New Protective Coatings on Conductive Substrates.
- D. Steel Structure Painting Council (SSPC)
1. SSPC PA-1—Shop, Field, and Maintenance Painting of Steel.
 2. SSPC PA-2—Measurement of Dry Coating Thickness with Magnetic Gauges.
 3. SSPC SP-1—Solvent Cleaning.
 4. SSPC SP-2—Hand Tool Cleaning.
 5. SSPC SP-3—Power Tool Cleaning.
 6. SSPC SP-5—White Metal Blast Cleaning.
 7. SSPC SP-6—Commercial Blast Cleaning.
 8. SSPC SP-7—Brush-Off Blast Cleaning.
 9. SSPC SP-10—Near-White Blast Cleaning.
 10. SSPC SP-11—Power Tool Cleaning to Bare Metal.
 11. SSPC SP-13—Surface Preparation of Concrete
 12. U.S. Department of Defense
 13. MIL-P-21035—Paint High Zinc Dust Content, Galvanizing Repair.
- 1 .04 DELIVERY, STORAGE, AND HANDLING
- A. All materials shall be delivered to the job in original sealed and labeled containers of the paint manufacturer, and shall be subject to inspection by the Engineer. Labels shall show name of manufacturer, type of coating,

formulation, color and instructions for reducing.

PART 2 - PRODUCTS

2.01 GENERAL

A. Components and Materials in Contact with Water for Human Consumption: Comply with requirements of the Safe Drinking Water Act and other applicable federal, state, and local requirements. Provide certification by manufacturer or an accredited certification organization recognized by the Authority Having Jurisdiction that components and materials comply with the maximum lead content standard in accordance with NSF/ANSI 61 and NSF/ANSI 372.

1. Use or reuse of components and materials without traceable certification is prohibited.

2.02 MANUFACTURERS

A. Nationally recognized manufacturers of paints and protective coatings who are regularly engaged in the protection of such materials for essentially identical service conditions.

2.03 PAINTING AND COATING SYSTEMS

A. The following index lists the various painting and coating systems by service and generic type

System No.	Generic Type	Surface Material	Finish	Typical Function
30	Zinc/Polyurethane/Fluoropolymer	Steel, Ductile Iron	Low Sheen	Exterior Piping
32	Fiberglass- Reinforced Novolac Epoxy Secondary Containment System	Concrete	Semi-gloss	Bulk Sodium Hypochlorite Secondary Containment Area
33	Novolac Epoxy	Concrete/CMU/Chemical Pipes	Semi-gloss	Chlorine Masonry Room Interior (all surfaces)
34	Epoxy	Ferrous Metal Pipes (buried or exposed)	Semi-gloss	Buried or UV-Exposed Pipes

2.04 COATING SCHEDULE

A. The following coating systems are required for this project:

Description	Application	System No.
Concrete Containment Area	Sodium hypochlorite tanks	32
Chlorine Masonry Room	Interior walls, flooring, ceiling	33
Above Ground Chemical Piping (PVC)	Non-Immersion, UV-exposed	33
Buried Chemical Piping	Buried piping	34

2.05 COATING SYSTEMS

A. System No 30

1. System No. 30 shall be used for exterior (exposed) piping.
2. Surface Preparation: SP-6.
3. Shop Primer: One coat of the following system or equal: Tnemec Series 91-H2O, 94- H2O Hydro-Zink or Series 90-97 Theme-Zink, DFT 2.5 to 3.5 mils.
4. Intermediate Coat: One coat of the following system or equal: Tnemec Series 73 or 1075 Endura-Shield, DFT

2.0 to 3.0 mils.

5. Finish Coat: One coat of the following system or equal: Tnemec Series 700 or Series 701 Hydro Flan, DFT 2.0 to 3.0 mils. Total DFT 6.0 to 12.0 mils.

B. System No 32

1. System No. 32 shall be used for the concrete secondary containment area around the sodium hypochlorite tanks.
2. Surface Preparation: Prepare in accordance with SSPC-SP13 to provide a minimum ICRI-CSP 5 surface profile.
3. Resurfacing: Apply Series N218 to all vertical surfaces at a minimum 1/16" and as needed to all other surfaces (vertical and horizontal) to fill voids and bring all surfaces to level.
4. Cove: Use Series N218 to create a small cant cove at all floor/wall interfaces.
5. Primer: Series 201 or Series 237 @ 4.0 – 8.0 mils. If using Series 201, the Bed Coat should be applied the same day, after Series 201 has been allowed to dry to a "tacky" state. If using Series 237, allow to dry overnight and apply Bed Coat within 72 hours.
6. Bed Coat: Series 239SC-MCK @ 60.0 – 80.0 mils. Do not allow to dry until fiberglass and Saturant Coat have been applied. Apply fiberglass reinforcement while bed coat is still wet.
7. Fiberglass Reinforcement: While Bed Coat is still wet, apply Series 211-0215 fiberglass mat and immediately apply saturant coat of Series 239SC-RCK.
8. Allow fiberglass to dry overnight, and grind or sand to remove all exposed/bridged fibers. Reclean as necessary to ensure a contaminant-free surface.
9. Topcoat: Series 282 @ 10.0 – 12.0 mils.
10. UV-Stable Finish Coat (for exterior containment areas): Series V290 @ 2.0 – 3.0 mils.

C. System No 33

1. System No. 33 is to be used inside the chlorine day room on all painted and bare concrete/CMU block surfaces.
2. Surface Preparation: Clean all surfaces in accordance with SSPC-SP1 to remove all visible soluble contaminants (pressure wash using potable water). Neutralize all surfaces. Remove all loose existing coatings. Sand as needed to uniformly de-gloss all remaining glossy surfaces and feather edges of remaining well-adhered coatings. No loose or lifted edges may remain. All surfaces must be clean, dry, well-adhered and contaminant-free prior to the application of coatings.
3. 1st Coat: Series 287 @ 2.0 – 4.0 mils.
4. 2nd Coat: Series 282 @ 4.0 – 6.0 mils.
5. 3rd Coat (Where needed for color coding and/or UV-resistance): Series V290 @ 2.0 – 3.0 mils.

D. System No 34

1. System No. 34 is to be used for all ferrous metal pipes
2. Surface Preparation:
 - a. Steel - SSPC-SP6/NACE No.3 Commercial Blast Cleaning with a minimum 1.5 mil angular anchor profile.
 - b. Ductile Iron Pipe - Uniformly abrasive blast using angular abrasive to a NAPF 500-03-04: External Pipe Surface condition.

- c. Cast Ductile Fittings - Uniformly abrasive blast using angular abrasive to a NAF 500-0305: Fitting Blast Clean #3 condition.
- 3. NOTE: If NSF Std. 600 compliance is required, Series N69 may NOT be used. Instead, use Series 21.
- 4. Shop Primer: Series N140 Pota-Pox Plus @ 2.0 – 10.0 mils
- 5. 2nd Coat: Series 21 or Series N69 @ 4.0 - 10.0 mils
- 6. 3rd Coat (Buried or Immersion Areas Only): Series 21 or Series N69 @ 4.0 - 10.0 mils
- 7. 3rd Coat (UV Exposed, Non-immersion Areas Only): Series 1094 @ 2.5 - 5.0 mils
- 8. Total Dry Film Thickness: 10.0 – 30.0 mils
- 9. Minimum Dry Film Thickness: 11.0 mils

PART 3 - EXECUTION

3.01 MIXING

- A. Exercise care to keep fire hazards to a minimum. Provide an approved hand fire extinguisher near each paint storage and mixing area. No oily waste, rags, or painting equipment shall be left scattered throughout the premises.
- B. Mix coatings in accordance with manufacturer's instructions. Colors shall be thoroughly mixed with no streaks or separation of color. Do not add thinners, driers or other additives except as recommended by the coating manufacturer. Do not incorporate in the coating any thinners or solvents used for cleaning brushes or equipment.
- C. Protect all adjacent areas against damage and leave storage and mixing areas clean at the completion of painting.

3.02 ACCEPTANCE OF SURFACES

- A. Inspect all surfaces and adjoining work and report to the Engineer in writing any existing unsatisfactory conditions. No painting work shall be started until the unsatisfactory conditions are remedied.
- B. Commencement of surface preparation and painting shall constitute the acceptance of existing conditions and any defects appearing in the painting work thereafter shall be by the Contractor at no additional cost.

3.03 PROTECTION OF ADJACENT SURFACES

- A. Provide necessary protection for completed work and all adjoining surfaces. Provide temporary closures as required to prevent circulation of dust from adjacent areas where other work is in progress. Where it is necessary to remove existing protection of work of others, such protection shall be fully replaced. It shall be the responsibility of the Contractor to locate and avoid damage to any and all existing water, gas, sewer, electric, telephone, and other utilities, structures, or appurtenances. The Contractor shall repair or pay for all damages caused by his operations or his personnel to existing utilities, structures, appurtenances, or properties, either below ground or above ground and shall settle in full all damage suites which may arise as a result of his operations.

3.04 VENTILATION

- A. Provide adequate ventilation for safe application and for proper drying of coatings on interior surfaces. It is essential that the solvent vapors released during and after application of coatings be removed from tanks or enclosed places. During coating application in enclosed areas the capacity of ventilating fans shall be at least 300 cfm per gallon of coating applied per hour. Continuous forced ventilation at a rate of at least one complete air change per 4 hours shall be provided for at least 7 days after coating application is completed. Air shall be exhausted from the lowest portions of tanks or enclosed spaces with the top openings kept open and clear.

3.05 SURFACE PREPARATION

- A. General
 - 1. Prepare all surfaces in accordance with the coating manufacturer's instructions and as specified. Surfaces shall

be uniform texture, dry, and free from dust, grit, oil, grease, or any material which will adversely affect adhesion or appearance of the coating. Rough edges of metal, weld seams and sharp edges from scaffold lugs shall be ground to a curve.

2. Surfaces that have been cleaned, pretreated, and/or otherwise prepared for painting shall be given a coat of the first-coat material as soon as practicable prior to any deterioration of the prepared surface.
3. Hardware, accessories, plates, fixtures, and similar items in contact with coated surfaces shall be removed, masked, or otherwise protected prior to surface preparation and painting operations.
4. Exposed nails and other ferrous metals on surfaces to be coated shall be spot- primed with a metal primer compatible with the finish.

B. Surface Preparation SP 3 - Power Tool Cleaning

1. Remove all oil and grease from surface. Power tool clean the surface removing all loose mill scale, loose rust, loose paint and other detrimental foreign matter by the methods outlined in the SSPC SP 3. Feather out edges of chipped or abraded areas to prevent flaws from showing through finish coats.
2. The cleaned surface shall be primed as soon as possible and before any rusting of the surface occurs.

C. Surface Preparation SP 6 - Commercial Blast Cleaning

1. Remove all oil and grease from the surface. Blast clean surface to a Commercial Finish, removing mill scale, dirt, rust, and foreign matter by the methods outlined in SSPC SP 6. Two thirds of each square inch of surface area shall be free of all visible residues.
2. Blasting shall be done with centrifugal wheel or compressed air blast using either steel grit or flint silica sand. Abrasive should provide a profile depth of 1.0 to 2.0 mils. Steel Grit #G-80 or flint silica sand 20-50 mesh is recommended to obtain proper profile depth. Remove all dust and sand by vacuuming.
3. The blast cleaned surface shall be primed as soon as possible and before any rusting of the surface occurs.

D. Surface Preparation SP 7 - Brush-Off Blast

1. Prepare metal as outlined in SSPC SP 7 to provide for proper adhesion of coating.

E. Surface Preparation SP 10 - White Blast Cleaning

1. Steel surfaces shall be dry and clean. Remove all grease, oils and contaminants with rags soaked in toluol or xylol. Solvent Clean all surfaces per SSPC-SP 1 Solvent Cleaning.
2. Remove all weld spatter. Grind all rough welds and sharp edges to a smooth rounded contour. Blast clean the surface to a Near White Metal finish, removing nearly all mill scale, rust, rust-scale, paint or foreign matter by the recommended methods outlined in SSPC SP 10. At least 95 percent of each square inch shall be free of all visible residues and staining.
3. Blasting shall be done with centrifugal wheel or compressed air blast nozzles using either steel grit or flint silica sand. Abrasive should provide profile depth of 1.0 to 2.0 mils. Steel Grit #G-80 or flint silica sand 20-50 mesh is recommended to obtain proper profile depth. Remove all dust and sand by vacuuming.
4. The blast cleaned surface should be primed as soon as possible and before any rusting of the surface occurs.

F. Surface Preparation SP C1 - General Cleaning

1. Allow concrete and masonry to cure in place for 28 days. Remove all dirt, dust, form oil, curing compounds, grease stains, or efflorescence from surfaces and roughen as required to provide good adhesion of coatings. If washing of the surface is required, use tri-sodium phosphate solution followed by a clean water rinse. Fill all minor holes to produce uniform surface textures.

G. Surface Preparation SP C2 - Sweep Sand Blasting

1. Concrete surfaces must be clean, dry and free of existing coatings. Cure new concrete a minimum of 28 days. Fill and seal structural cracks and defects.
 2. Concrete shall be cleaned and etched by sweep sandblasting (brush-off blast) so the surface is grainy to the touch. All dust or foreign matter shall be removed by vacuuming.
- H. Surface Preparation SP C3 - Acid Etching (Horizontal Surfaces Only)
- I. Concrete surfaces must be clean and dry. Cure new concrete a minimum of 28 days. Remove all dirt, dust, grease, oil and other contaminants from surface.
 - J. Etch concrete surface with 15 to 20 percent muriatic acid. Thoroughly coat the concrete with solution applied with a mop or brush. When foaming stops, thoroughly neutralize with clear water to remove soluble salts. Test the rinse water with litmus paper to verify the neutralization.
 - K. After etching, the surface shall be "grainy" to the touch; if not, repeat the treatment.
 - L. Permit surface to thoroughly dry a minimum of 72 hours before coating.
- I. Surface Preparation SP M1 - Solvent Cleaning
1. Non-ferrous and galvanized ferrous surfaces scheduled to receive paint shall be solvent cleaned to remove all oils, salts, and contaminants prior to application of pretreatments or primers.
- J. Surface Preparation SP P1 - Drywall
1. Fill all surface irregularities with spackling compound and sand to a smooth level surface prior to applying finish. Care shall be exercised to avoid raising nap on the paper.
- K. Surface Preparation SP P2 - Plaster and Stucco
1. Rake cracks, scratches and abrasions deeply. Soak with water and fill with patching plaster or spackling compound. Treat with aqueous solution of zinc sulphate, 4 lbs. to 1 gallon of water. Add to solution enough phenolphthalein to act as a color warning of alkali. Allow to dry for 3 days. Remove loose crystals before coating.
- L. Surface Preparation SP W1 - Wood
1. Sandpaper to a smooth even surface and vacuum or dust off. Treat all knots and sap spots with mineral spirits and, when dry, touch up with an approved sealer. Subsequent to priming and staining, thoroughly fill holes and cracks with plastic wood filler for transparent finishes and putty for painted wood. Unless otherwise approved, paint only when the moisture content of the wood is below 12 percent. Do not apply primer or sealer to wood in areas where cement, mortar, or plaster is not thoroughly dry.

3.06 APPLICATION

- A. All work shall be performed by skilled painters. Surfaces shall be free of drops, ridges, waves, laps and brush marks. Edges of paint adjoining other colors or materials shall be sharp and true.
- B. Do not apply coatings in temperatures below 50 degrees F. except where the manufacturer allows lower temperatures. No exterior painting shall be done during inclement weather when relative humidity exceeds 85%, the ambient temperature is within 5 degrees F of the Dew Point or under conditions identified by the manufacturer as unsuitable.
- C. The average rate of application shall not exceed the theoretical rate of coverage recommended by the coating manufacturer for the type of surface involved, less an allowance for losses. Average dry film thickness shall not be less than thickness set forth under Painting Systems. Not more than 10-20% of points inspected may be less than 90% of the specified thickness. Deficiencies shall be corrected by application of additional coating.
- D. Each coat shall be uniform in coverage and color. Successive coats shall perceptibly vary in color. Each coat shall be carefully examined and faulty material, poor workmanship, holidays, damaged areas and other imperfections shall be touched up prior to applying succeeding coats. Comply with coating manufacturer's recommendations for

drying time between coats.

- E. Bottoms, sides and edges of doors shall receive same finish as faces of doors. If refitting of wood doors is done prior to final acceptance, refinish at no extra cost.
- F. Incidental niches, recesses, passages, closets, etc., shall be finished to match similar or adjacent spaces. Access doors, panels, convectors, grilles and similar items shall be coated the same color as adjacent work, except for non-ferrous metal or where otherwise directed by the Engineer. Primed hardware shall be coated to match adjacent work to which they are attached.
- G. In the event that the finished surfaces are not acceptable, completely refinish entire unit areas or sections as necessary in order to eliminate visible laps or other indications of repairs.
- H. Mixing, thinning, pot life, application procedure, equipment, coverage, curing, re-coating, storage and number of coats shall be in accordance with coating manufacturer's instructions.
- I. Avoid degradation and contamination of blasted surfaces, and avoid between-coat contamination. Surfaces contaminated shall be cleaned before applying next coat. Method of cleaning contaminated surface shall be approved by the Engineer or Owner's representative.
- J. Each application of material shall be worked into corners, crevices, joints, etc., and distributed evenly over flat surfaces. Spraying techniques that result in a uniform wet pattern shall be used and dry spraying should be avoided. Dry spray shall be removed prior to coating being applied.
- K. All bolts, welds, sharp edges, and difficult access areas shall receive a primer brush coat or spray coat prior to primer spray application.

3.07 PIPE COLOR CODING

- A. Coat all exposed piping, conduit, and appurtenances to conform to a color code as approved by the Engineer.

3.08 CLEAN-UP

- A. At completion of the painting work, clean off all paint spots and other paint materials from surfaces where they are not intended to be. Remove from the premises all rubbish and accumulated material and leave the work in clean orderly condition, acceptable to the Engineer. All cloths and waste that might constitute a fire hazard shall be placed in closed metal containers or destroyed at the end of each day. Upon completion of the work, all staging, scaffolding, and containers shall be removed from the site and/or destroyed in an approved and legal manner.

3.09 DAMAGED COATINGS

- A. Damaged coatings, pinholes, and holidays shall have edges feathered and repaired in accordance with the recommendations of the manufacturer, as approved by the Engineer.
- B. All finish coats, including touch up and damage-repair coats shall be applied in a manner which will present a uniform texture and color-match appearance.

3.10 UNSATISFACTORY APPLICATION

- A. If the item has an improper finish, color, or insufficient film thickness, the surface shall be cleaned and top coated with the specified material to obtain the specified color and coverage. Specific surface preparation information to be secured from the coatings manufacturer and the Engineer.
- B. All visible areas of chipped, peeled, or abraded paint shall be hand or power-sanded, feathering the edges. The areas shall then be primed and finish coated in accordance with the specifications.
- C. Work shall be free of runs, bridges, shiners, laps, or other imperfections. Evidence of these conditions shall be cause for rejection.
- D. Any defects in the coating system shall be repaired by the Contractor per written recommendations of the coating manufacturer.
- E. Any repairs made on steel surfaces for immersion service shall be holiday detected in accordance with ASTM G

62 low voltage holiday detection. Areas found to have holidays shall be marked and repaired in accordance with the paint manufacturer's instructions. The Engineer shall be notified of time of testing so that he might be present to witness testing.

3.11 GUARANTEE AND ANNIVERSARY INSPECTION

- A. All work shall be warranted for a period of one year from date of acceptance of the project.
- B. The Owner will notify the Contractor at least 30 days prior to the anniversary date and shall establish a date for the inspection. Any defects in the coating system shall be repaired by the Contractor at no additional cost to the Owner. Should a failure occur to 25% of the painted surface, either interior or exterior, the entire surface shall be cleaned and painted in accordance with these specifications.

END OF SECTION

SECTION 33 13 00
FLUSHING, TESTING AND DISINFECTION

PART 1 - GENERAL

1 .01 WORK INCLUDED

- A. Flushing, Pressure Testing, and Disinfection of systems including, but not limited to, product and permeate water piping, concentrate piping, pumps, chemical system piping as listed herein.
- B. Contractor shall furnish all necessary pumps, hoses, piping, fittings, meters, gauges, sensors, chemicals and labor to conduct specified testing.
- C. Testing shall be repeated at the Contractor's expense until satisfactory results are achieved.
- D. Refer the specific chemical system specification section for additional flushing and testing procedures.

1 .02 RELATED REQUIREMENTS SPECIFIED ELSEWHERE

- A. Section 01 33 00 – Submittals
- B. Section 33 31 50 – Piping and Valves

1 .03 REFERENCES

- A. ANSI/AWWA C600 – Standard for Installation of Ductile-Iron Water Mains and Their Appurtenances
- B. ANSI/AWWA C605 – Standard for Installation of Polyvinyl Chloride (PVC) Pressure Pipe and Fittings for Water
- C. ANSI/AWWA C651 Standard for Disinfecting Water Mains.
- D. ANSI/AWWA C652 – Standard for Disinfection of Water Storage Facilities.
- E. ANSI/AWWA C653 – Standard for Disinfection of Water Treatment Plants.
- F. ANSI/AWWA C654 – Standard for Disinfection of Wells.

1 .04 SUBMITTALS

- A. Test Reports: Indicate results comparative to specified requirements. Submit two (2) copies of test results to Engineer in accordance with Submittal specifications.
- B. Final approval of the bacterial samples shall be received from the Florida Department of Environmental Protection prior to the time that the system is placed into operation. Sampling procedures shall be done in accordance with FDEP requirements.
- C. Bacteriological sampling locations shall meet FDEP requirements and be taken where shown on the drawings and as directed by the Engineer at no additional cost to Owner.

1 .05 QUALITY ASSURANCE

- A. Perform Work in accordance with ANSI/AWWA C651, C652, C653, and C654.

1 .06 REGULATORY REQUIREMENTS

- A. Conform to applicable Florida DEP requirements for performing the work of this Section.
- B. Work shall conform to City and County Utility Standards.

PART 2 - PRODUCTS

2.01 DISINFECTION CHEMICALS

- A. Chemicals: The disinfecting agent shall be sodium hypochlorite solution ANSI/AWWA B303 or liquid chlorine ANSI/AWWA B301. Dry hypochlorite, similar to "HTH" or equal may also be used as the disinfecting agent. Bleach or Clorox is not acceptable.

2.02 PRESSURE GAUGE (FOR PRESSURE TESTING)

- A. The Contractor shall furnish a Type A oil filled gauge for measuring pressure used during hydrostatic pressure testing. The gauge shall have pressure increments not more than 2 psi.

PART 3 - EXECUTION

3.01 EXAMINATION

- A. Verify that pumps, piping systems, tanks, clearwell, have been cleaned, inspected, and tested.
- B. Coordinate scheduling and disinfection activity with start-up, testing, demonstration procedures, including coordination with related systems.

3.02 FLUSHING AND PRESSURE TESTING - PIPING

- A. The Contractor shall furnish and install suitable temporary testing plugs or caps for the water lines, all necessary pressure pumps, hose, pipe connections, meters, gauges and other similar equipment, and all labor required, all without additional compensation for conducting pressure and leakage tests and flushing of the new water lines. Flushing and pressure testing shall be conducted in the following order.
- B. Flushing
 - 1. General:
 - a. After all piping lines have been installed and before pressure testing and final connections to equipment, each run of pipe shall be filled to eliminate air pockets and thoroughly flushed so as to remove all debris and foreign matter from the piping and equipment. Flushing operations shall be conducted without causing erosion, damage, nuisance or interruption of traffic and comply with all regulatory requirements. Clean and flush all piping using potable water. Sufficient flushing water shall be introduced into the piping and shall be continued until the discharge is clear and no evidence of silt or foreign matter is visible. Flushed water may be discharged to the onsite holding ponds and be coordinated with Owner. Contractor to provide means of discharging water to ponds at Contractor's expense. No discharge to any storm sewer or natural water sources will be allowed.
 - b. In the event that the Contractor cannot obtain the flushing velocity, a poly-pig swab must be used to clean the pipeline. The Contractor shall submit the proposed pigging plan to the Owner for review. The plan shall include type of pig material, water flow rate, discharge points, poly-pig detector, and retrieval options.
 - 2. PVC Piping:
 - a. The flushing velocity shall be a minimum of 3 feet per second (ft/s) and continue until at least three changes of water have passed through the segment being flushed.
 - 3. Ductile Iron Piping:
 - a. Sufficient flushing water shall be introduced into the mains to produce a scouring velocity of not less than 3.5 ft/s to re-suspend the solids, and this rate of flow shall be continued until the discharge is clear and no evidence of silt or foreign matter is visible.
 - 4. HDPE Piping:
 - a. The flushing velocity in the main shall not be less than 2.5 ft/s, unless the Owner determines that conditions do not permit the required flow.
- C. Pressure testing
 - 1. General:
 - a. The Contractor shall perform a hydrostatic pre-test to provide reasonable assurance of acceptance prior to performance of the witnessed test. Upon accomplishing a successful

pretest, the Contractor shall schedule testing to be conducted in the presence of persons required to witness the test.

- 1) Testing for acceptance shall be conducted in the presence of representatives of the Engineer of Record, the Owner, and the Contractor. All persons required to be present for testing shall be notified by the Contractor a minimum of two (2) business days prior to commencement of the test. Should any of the persons required to be present not be able to attend, the test shall be rescheduled.
 - 2) Piping and appurtenances to be tested shall be within sections between valves, unless alternate methods have received prior approval. Testing shall not proceed until concrete thrust blocks are in place and cured or other restraining devices installed, and all trenches have been completely backfilled in accordance with the Contract Documents. All piping shall be thoroughly cleaned and flushed prior to testing to clear the lines of all foreign matter. While the piping is being filled with water, care shall be exercised to permit the escape of air from extremities of the test section, with additional release petcocks provided, if required.
 - 3) The Contractor shall ensure that all equipment such as pumps, gauges, blow-offs, and valves are in good working order.
 - 4) The Contractor shall ensure that all valves within a section to be tested are fully open. At the request of the Owner or the Engineer of Record, the Contractor shall operate each valve to demonstrate that they are open.
 - 5) One day prior to the hydrostatic test, slowly fill the pipe with water and allow it to stand for 24 hours
- b. The test pressure for the raw water piping, filter piping, backwash piping, wastewater piping, finish water, tank piping and filter vessel systems shall be minimum 150 psi or 1.5 times the indicated working pressure (whichever is greater) and this pressure shall be maintained for a period of no less than two hours. Tests shall be made between valves and as far as practicable and as approved by the Engineer. Potable water shall be used. Air testing of pressure pipes shall not be permitted under any circumstance. Pressure shall not vary more than one (1) psi for low pressure piping (less than 20 psi), or five (5) psi for other piping during the test periods or as approved by the Engineer. Allowable leakage shall be computed on the basis of AWWA C-600.
 - c. All leaks evident at the surface shall be uncovered and repaired regardless of the total leakage as indicated by the test, and all pipes, valves and fittings, and other materials found defective under the test shall be removed and replaced at the Contractor's expense. Tests shall be repeated until leakage has been reduced below the allowable amount.
 - d. The Contractor shall supply a pump to apply the specified pressure to the test system. The pump suction shall be in a barrel/drum or similar device, or metered with a calibrated meter, so that the amount of water required to maintain the test pressure may be measured

accurately.

- e. Tapping tees shall be tested at 150 psi for 15 minutes before the tap is made and separate from the testing of the main lines and service connections.
 - f. Test service connection pipe by either testing in conjunction with the main at the test pressure required for the main, or by testing at the normal hydrostatic main pressure after the main has been completely installed and tested. Inspect visually for leaks and repair any leaks before backfilling. Duration of the test shall be at 15 minutes.
 - g. Submit detailed test procedures and method for Engineer's Review. Should, in the judgement of the Engineer, it not be practical to follow the foregoing procedures exactly for any reason, modifications in the procedure shall be made as approved by the Engineer. In any event, the Contractor shall be responsible for the ultimate water tightness of the plant piping within the preceding requirements.
2. PVC Piping:
- a. Testing shall be conducted in accordance with AWWA C605. The method and procedures for performing the hydrostatic pressure test shall be approved by the Engineer. Submit the plan for testing to the Engineer at least 10 days before starting a test.
3. Ductile Iron Piping:
- a. The maximum length of pipe to be tested at one time is 2,600 linear feet. If more than 2,600 linear feet of pipe is tested during a single hydrostatic test, then the allowable leakage shall not exceed that which would be allowed for 2,600 linear feet of jointed ductile iron pipe.
 - b. No leakage shall be permitted for jointless pipe. If jointless pipe is included within a section being tested, then the length of jointless pipe shall not be considered when calculating the allowable leakage.
 - c. If during the test, the integrity of the tested line is in question, the Owner may require a 6-hour pressure test. Testing shall be in accordance with the applicable provisions as set forth in Section 4 of AWWA Standard C600.
4. HDPE Piping:
- a. The Contractor shall perform a hydrostatic pre-test to provide reasonable assurance of acceptance prior to performance of the witnessed test. Upon accomplishing a successful pre-test, the Contractor shall contact the Owner and Engineer at least 48 hours prior to the test. The Owner or the Engineer shall be present during all tests.
 - b. Sections (valve to valve) containing polyethylene piping shall be tested at a 150-psi test pressure. The test pressure shall initially be advanced to 50 psi. The pressure should then be advanced in gradual additions until the test pressure is achieved. The test pressure should be maintained for three hours to allow for pipe expansion, adding water as necessary. Immediately after the three-hour expansion period, test pressure should be reduced to 140 psi and addition of water stopped. If the pressure remains steady (within 7 psi) for one hour, no leakage is indicated.

3.03 DISINFECTION – PIPING, PUMPS AND PRESSURE VESSELS

A. General:

- 1. The Contractor shall furnish and install suitable temporary connections to the piping, all necessary pressure pumps, hose, pipe connections, meters, gauges and other similar equipment, and all labor required, all without additional compensation for the disinfection of all required piping systems. Disinfection shall be conducted on the following systems:
 - a. Raw water piping.

- b. Filter vessel tank, piping and accessories.
 - c. Chemical piping.
 - d. CIP System piping and pump
 - e. Chemical booster pumps, including suction and discharge piping.
 - f. Permeate water piping.
 - g. Ground storage tank and piping.
 - h. On site finished and potable water piping.
2. Conform to AWWA Standards and as modified herein.
 3. The location of chlorination and sampling points will be determined by the Engineer in the field.
 4. Maintain disinfectant for a minimum of 8 hours in such a manner that the entire system will be filled with water containing a minimum chlorine concentration of 50 ppm at any point.
 5. After the disinfecting agents have been permitted to remain for the specified contact periods, the water lines, and valves shall be thoroughly flushed with water until the residual chlorine tests are less than 2 parts per million (ppm) in each instance. The determination of the amount of residual chlorine in the system shall be made at such points and in accord with standard tests by means of a standard orthotolodine test set.
 6. Rechlorination will be required, if necessary and the line shall not be placed in service until the requirements of City and County Utilities Standard Specifications and applicable County Public Health Department standards are met.
 7. Replace permanent system devices removed for disinfection.
 8. Special disinfection procedures shall be used in connections to existing mains and where the method outlined above is not practical.
- B. PVC Piping:
1. The concentration and residence time of the chlorine solution in the pipeline will depend on the type of disinfection method used, as described in AWWA 651.
- C. HDPE Piping:
1. The continuous feed method of chlorination shall be used in accordance with AWWA C651. The chlorinated mixture shall be prepared from a liquid chlorine gas-water mixture; or a calcium or sodium hypochlorite solution. Direct feed chlorinators shall not be used.
 2. If the calcium hypochlorite method is used, first mix the dry powder with water to make a thick paste, then thin to approximately a one percent solution (10,000 ppm chlorine). If the sodium hypochlorite procedure is used, dilute the liquid with water to obtain a one percent solution. The following proportions for hypochlorite to water will be required:

Product	Quantity	Water
Calcium Hypochlorite (1) (65-70 percent Cl)	1 lb.	7.5 gal.
Sodium Hypochlorite (2) (5.25 percent Cl)	1 gal.	4.25 gal.

- a. The procedure for chlorinating the main shall be in accordance with AWWA C651.
- b. Placing concentrated quantities of commercial disinfectants such as calcium hypochlorite

granules in the line prior to filling with water is not allowed.

- c. Water entering the newly laid section of pipe being disinfected shall receive a dose of chlorine solution fed at a constant rate such that the water will have not less than 40 ppm nor more than 50 ppm of free chlorine.
- 3. The Contractor shall disinfect all installed water mains in accordance with the requirements of AWWA C651, except as amended or added below:
 - a. Discuss the procedure with NPU and obtain approval before doing the work.
 - b. All newly installed water mains shall be flushed at a minimum velocity as stated herein before and after disinfection.
 - c. Form of chlorine: Calcium hypochlorite granules or sodium hypochlorite solution.
 - d. Method of chlorine application: Continuous feed method or slug method.

3.04 CHEMICAL LINES – TESTING AND FLUSHING

- A. Flush sulfuric acid, sodium hypochlorite, calcium chloride, sodium hydroxide, corrosion inhibitor, scale inhibitor with potable water.
- B. Pressure test all chemical lines to 150 psi, for a duration of 2 hours, excluding chlorine vacuum line (refer to appropriate specification section). Pressure loss shall not be less than 2% of test pressure. Pump suction lines shall be tested to 25 psi.
- C. Ensure lines are thoroughly cleaned of all debris prior to placing into service. Contractor takes responsibility for repairing chemical systems if not thoroughly flushed out.

3.05 BACTERIOLOGICAL SAMPLING

- A. General: Comply with the requirements of FAC Rule 62-555.340, AWWA C651, all applicable permits, and all requirements of the Contract Documents.
- B. It shall be the responsibility of the Contractor under this contract to perform the bacteriological testing required by the Florida Department of Environmental Protection and City and County Utilities Department to obtain clearance of all piping. The Contractor shall be responsible to disinfect and repeat testing as needed until clearance is obtained for all required plant systems.
- C. Chlorinated water shall be flushed from the main until measured levels of chlorine leaving the main are no higher than background levels prevailing in the system.
- D. A neutralizing agent shall be applied to the chlorinated discharge if there is a question as to whether this discharge will damage the environment.
- E. Following the chlorination period, all treated water shall be flushed from the lines at their extremities and replaced with water from the distribution system. Bacteriological sampling and analysis of the replacement water may then be requested by the Engineer in full accordance with AWWA C651.
- F. Bacterial samples shall be collected by a representative of the Lee and Charlotte County Health Department. Sampling locations shall be at each location required by the water main construction permit plus a minimum of one sample for each 1,200 LF of new water main, at each line end, and at each connection to an existing water main. The sampling locations shall be submitted to the Engineer and the Owner for review and approval prior to the collection of bacteriological samples. The Contractor shall provide acceptable taps for samples.
- G. Sampling shall be the responsibility of the Contractor. Samples will be taken on two (2) consecutive days by a laboratory certified by the State of Florida in the presence of the Owner's representative in accordance with F.A.C. 17-555. The Contractor shall contact the Owner minimum of two (2) business days prior to chlorination to coordinate witnessing chlorination by the Owner. The pumps and associated piping require two (2) consecutive daily samples taken from the locations called out

on the plans or as determined by the Engineer. The samples shall be taken concurrently at all the respective sample point locations.

- H. If bacteriological results do not show an absence of total coliform at all sample stations for two consecutive days, the Contractor will be required to re-chlorinate and flush the line and conduct additional bacteriological testing at no additional cost to the Owner.
- I. Sampling must be coordinated with Engineer and other construction activities to minimize re-sampling.
- J. Contractor shall submit schedule for bacteriological testing and pressure tests.
- K. The Contractor shall incur all costs needed to provide bacteriological clearance of the well, pumps, piping systems, and storage tank, etc.

3.06 QUALITY CONTROL

- A. The laboratory and personnel collecting bacteriological samples shall be Florida State certified in accordance with FDEP requirements.

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SECTION 40 90 10
PROCESS INSTRUMENTATION AND CONTROL SYSTEM
FIELD INSTRUMENTS

PART 1 - GENERAL

1 .01. SCOPE OF WORK

- A. This Specification Section covers work related to the various field instruments to be supplied with the Process Instrumentation and Control System (PICS).
- B. Certain field instruments are furnished with the process equipment indicated on the Contract Drawings. They shall, however, be furnished in strict accordance with the requirements set forth herein.
- C. All other field instrumentation shall be furnished by the same SYSTEM SUPPLIER furnishing services and equipment as outlined in the plan details.
- D. The SYSTEM SUPPLIER shall furnish certain field instruments (as shown on the Contract Drawings) fully installed on a FRP Feed Water Instrument Panel.
- E. Field instrumentation shall be calibrated per manufacturer standards prior to testing.

1 .02. SUBMITTALS

- A. Submit the following Field Instrumentation Shop Drawings in a single package:
 - 1. Catalog information, descriptive literature, wiring diagrams, and shop drawings on all components of the field instruments, including all miscellaneous electrical and mechanical devices furnished under this section.
 - 2. Complete part numbers for all instruments, including any options, shall be identified. Provide manufacturer's data that correlates to the complete part number including all options.
 - 3. Individual data sheets for all components of the field instruments to supplement the above information by citing all specific features for each specific component (e.g. scale range, materials of construction, special options included, etc.). Each component data sheet shall bear the component name and instrument tag number designation shown in the Drawings and Specifications.
 - 4. Installation details for all field mounted devices to show conformance with the Contract Documents.
 - 5. Configuration documentation for all programmable devices to indicate actual settings used to set the device scale, range, trip points, and other control parameters.
 - 6. Calibration procedures to be used prior to startup.

1 .03. SPARE PARTS

- A. Spare parts shall be provided in a single package.
- B. All spares shall be packed in a manner suitable for long-term storage and shall be adequately protected against corrosion, humidity and temperature.
- C. Storage and handling instructions shall be provided with each spare part.

PART 2 - PRODUCTS

2.01. GENERAL REQUIREMENTS

- A. Equipment to be installed in a hazardous area shall meet Class, Group, and Division classification as shown on the Contract Electrical Drawings, or comply with the local or National Electrical Code, whichever is the most stringent requirement.
- B. All test taps, sense line tubing and valves for instruments shall utilize Super Duplex 2507 Steel materials for all concentrate applications and Duplex 2205 Steel elsewhere. All valves shall be provided with lockable handle tabs.
- C. All instruments shall be provided with 316SS mounting hardware and floor stands, wall brackets, or instrument racks.
- D. All transmitters shall be provided with either integral indicators or conduit mounted indicators in process units, accurate to two percent. Indicator readouts shall be linear in process units.
- E. All transmitters located outside shall be equipped with sunshields powder-coat painted white. All NEMA enclosures shall be powder-coat painted white.

2.02. SURGE PROTECTION

- A. Surge suppressors and arrestors meeting the requirements of ANSI Standard C-62.41 (latest revision) shall be provided as further detailed below.
- B. AC Powered Instruments. Lightning and surge protection shall be provided on both the AC power supply and signal lines. The protectors and the associated instrument/transmitter and power disconnect shall be mounted in a NEMA 3R Stainless Steel, vented enclosure powder-coat painted white with three point latch. The protectors shall meet the following criteria:
 - 1. NEMA 4X small case, conduit mounted enclosure.
 - 2. Response time of less than five nanoseconds.
 - 3. AC Power protection: IEEE/ANSI Std. C-62.41 rated C3 at 330 Volts clamping level.
 - 4. Signal line protection: 10,000 Amp 8 x 20 microsecond surge, clamped at 36 Volts clamping level.
 - 5. Test jacks for low level signal monitoring.
 - 6. Manufacturer/model: ASCO Model 265.
- C. Loop Powered Instruments. Lightning and surge protection shall be provided on the 4-20 mA DC signal line. The protectors shall meet the following criteria:
 - 1. Encapsulated in Stainless Steel Pipe nipples for in-line conduit mounting.
 - 2. Response time of less than one nanosecond.
 - 3. Capable of withstanding up to 400 occurrences of 500 Amps at 10 x 1 millisecond.
 - 4. Series resistance of 5 ohms per line.
 - 5. Protection of both lines plus shield.
 - 6. Manufacturer/model: ASCO model 157.

2.03. FIELD INSTRUMENTS

- A. Provide the field instruments shown on the Contract Drawings and as further defined herein.
- B. All analog field instruments shall be fully HART compatible.
- C. Electro-magnetic Flow Metering System. The magnetic flow metering system shall comprise a flow through spool piece with sensing electrodes (Flow Element, FE) and an electronics unit (Flow Indicating Transmitter, FIT). The spool piece shall contain a coil energized by d.c.

pulses from the electronics unit. The voltage induced in the process fluid shall be sensed by the electrodes and converted, by the electronics unit, into a derived flow signal.

1. System Performance:
 - a. Systems shall be wet calibrated at the factory using NIST traceable equipment.
 - b. Overall system accuracy shall be plus or minus 0.4 percent of rate between 1 and 30 feet per second.
 - c. It shall be possible to verify system calibration in the field. Methods which require removal of the spool piece or a second flow measurement (i.e. another meter or known volume) will not be acceptable.
2. Materials:
 - a. Tube – Carbon Steel
 - b. Liner – Neoprene rubber for clean water applications. All other applications shall be Teflon.
 - c. Flange – ANSI 150#, flange material to match associated pipe.
 - d. Electrodes – Hastelloy.
3. Ratings:
 - a. Vault located spool piece – Rated for continual submergence to 10 feet. This shall include potting of the cable between the spool piece and electronics unit.
 - b. Other spool pieces –NEMA 4X.
 - c. Electronics Unit – NEMA 4X
4. Electrical:
 - a. Power Requirement - 120 VAC plus or minimum 10 percent, 60 Hertz.
 - b. Maximum Power Consumption – 20 Watts.
5. Functional:
 - a. Programmable low flow cut-out
 - b. Empty pipe detection
 - c. Electronic unit display: minimum of 2 x 16 character, backlit LCD.
6. Options
 - a. Provide ultrasonic cleaning where necessary for coating sensitive systems
 - b. Provide special tools and software necessary to effect field calibration
 - c. Provide certificate of factory calibration
7. Manufacturer, Model series:
 - a. Siemens Sitrans FM MAG 5100 W with MAG 5000 transmitter.
 - b. Approved equal.

D. VEGAPULS C 21 Wired Radar Sensor and 4" Vegamount. The system shall consist of a radar sensor that uses a non-contact sensor to measure the liquid level in a vessel, tank or basin,. The sensor emits a continuous radar signal through the antenna to reflect off of the medium and received as an echo by the antenna.

1. System Performance:
 - a. Measuring range up to 15 m (49.21 ft); with a maximum deviation of 2 mm.
 - b. The differential between the signal emitted and received is proportional to the distance, and depends on the filling height. The determined filling height is converted into an output signal which is sent out as a measured value.
 - c. The system shall be field calibratable without the use of external calibrators.

2. Sensor Materials:
 - a. Wetted parts of instrument - PVDF.
 - b. Process seal – FKM.
 - c. Connection cable – PUR insulated.
3. Ratings:
 - a. Protection Rating: IP66/IP68 (3 bar, 24 h).
4. Electrical:
 - a. Power Requirement - 12...35 V DC, W-band (80 GHz technology).
 - b. Maximum Power Consumption – 0.7 Watts.
5. Functional:
 - a. Output signal is through a two-wire via:
 - 1) 4...20 mA/HART.
 - 2) Modbus
 - 3) SDI-12
 - b. Bluetooth standard is Bluetooth 5.0, with typical Bluetooth range of 25 m (82 ft)
 - c. Display and Adjustment
 - 1) PC, PACTware and DTM.
 - 2) Smartphone / Tablet / PC via Bluetooth
6. Manufacturer, Model series:
 - a. VEGAPLUS C 21

2.04. ANALYTICAL INSTRUMENTS

- A. Chlorine Analyzer. The chlorine analysis system shall use reagent-less, electrochemical, 3-electrode amperometric system to continuously monitor and indicate the free chlorine residual level. It shall comprise two main elements: the Analysis Element (AE), a sample conditioning system and sensor, and the Analysis Indicating Transmitter (AIT). The analyzer shall convert the sensor signal into an analog signal proportional to the residual reading.
 1. Performance:
 - a. Unaffected by sample pH variations.
 - b. Built-in self-diagnostics.
 - c. Low maintenance unit with 15 minutes or less per month, is required.
 - d. Response time of less than 2 1/2 minutes to 90% of reading following step change.
 - e. Two programmable alarm contacts (process level and fault)
 2. Electrical:
 - a. Power Supply: 120 VAC.
 - b. Residual output: 4-20 mA DC.
 - c. Backlit LCD display.
 3. Options/Accessories Required:
 - a. Provide PRV and rotameter on the sample line to establish the required sample pressure and flow rate.
 - b. Where necessary, provide self-priming, 120 VAC / 60 Hz sample pump capable of providing 20 feet suction at the flow rate required by the analyzer.
 4. Manufacturer/Model.
 - a. Hach Model sc 200 analyzer with CLF10 sc (Free) sensor.

b. Approved equal.

B. Analyzer Controller/Transmitter. With the exception of the Chlorine Analyzer defined above, all other water quality measurements shall be attained via a multi-parameter analysis indicating transmitter (AIT). The AIT shall accept modules associated with up to four (4) different types of sensors (Analysis Element, AE) specified below and indicating and transmitting an analog signal proportional to each particular parameter.

1. Transmitter Performance:

- a. Built-in self-diagnostics.
- b. Pipe or panel mount.
- c. Up to five (5) individually programmable alarm contacts (four process level, one system fault).
- d. Operating temperature range: -20 to 55 degrees C.
- e. The controller shall be a microprocessor-based instrument.
- f. Connections between the sensors and the controller shall be "plug and play."

2. Electrical:

- a. The AC power supply shall be housed in the interface unit and automatically accept input in the range of 100 to 230 VAC, 50/60 Hz.
- b. Alarm contacts: SPDT dry contacts rated for 5A resistive at 24 V DC and 120 V AC.
- c. Graphic dot matrix LCD display with LED backlighting and with a 240 x 160 pixel resolution

3. Manufacturer:

- a. Endress & Hauser Liquiline Model CM444.
- b. No equal.

2.05. TOOLS AND TEST EQUIPMENT

A. The System Supplier shall provide any items, such as calibration fixtures, patch cables, test leads, etc. necessary for properly checking field operation of equipment supplied under this section.

B. Provide a HART hand held communicator.

2.06. SPARES AND EXPENDABLES

A. Provide the following spare parts:

- 1. Ten percent spare fuses (minimum of 10) of each type and rating supplied.
- 2. Five percent (minimum of 2) spare surge protection devices of each type used.

PART 3 - EXECUTION

3.01. INSTALLATION

A. Install the PICS field instruments in strict accordance with the respective manufacturer's instructions and recommendations, in locations as shown on the Drawings.

B. Provide surge protection enclosures to the electrical sub-contractor for mounting and installation. The enclosures shall be fully wired internally. Coordinate grounding requirements with local codes.

C. Fully calibrate each instrument.

END OF SECTION

SECTION 44 44 86
SODIUM HYPOCHLORITE FEED EQUIPMENT

PART 1 - GENERAL

1 .01 SCOPE

- A. Glenwood Water Treatment Plant: This section provides for the supply, installation and placing in service a triplex pump skid. The equipment shall consist of one (1) enclosed triplex pump skid, relocated emergency shower and rinse station, two (2) 500-gallon Snyder double-wall white UV resin containment tanks with radar sensors, and associated piping, tubing and connectors, valves, vents, seals, fittings, and bench. The components shall be compatible with 12.5% concentration, by weight, sodium hypochlorite.
- B. Crystal Lake Water Treatment Plant: This section provides for the supply, installation and placing in service sodium hypochlorite metering pumps. The equipment shall consist of two (2) C2 metering pumps, one (1) 60-gallon snyder double-walled storage tank, and associated piping, tubing and connectors, valves, vents, seals, fittings, and pump shelf. The components shall be compatible with 12.5% concentration, by weight, sodium hypochlorite.

1 .02 RELATED SECTIONS

- A. Section 01 33 00 – Submittals

1 .03 QUALITY ASSURANCE

- A. Provide quality control in accordance with the Contract Documents.
- B. All components must be products of qualified manufacturers regularly engaged in the manufacturer of these components.
- C. All components must comply with the applicable codes and standards, as described elsewhere in this specification.
- D. All components shall be made available for inspection at the manufacturer's facility by the Owner or his representative prior to shipment.

1 .04 REFERENCE STANDARDS

- A. American National Standards Institute (ANSI)
 - 1. ANSI B16.5-2017 – Pipe Flanges and Flanged Fittings.
- B. American Society of Testing Materials (ASTM)
 - 1. ASTM D638-14 – Standard Test Method for Tensile Properties of Plastics.
 - 2. ASTM D746-14 – Brittleness Temperature of Plastics and Elastomers by Impact.
 - 3. ASTM D790-17 – Standard Test Methods for Flexural Properties of Unreinforced and Reinforced Plastics and Electrical Insulating Materials.
 - 4. ASTM D883-19c – Standard Definitions of Terms Relating to Plastics.
 - 5. ASTM D1505-18 – Density of Plastics by the Density-Gradient Technique.
 - 6. ASTM D1525-17e1 – Vicat Softening Temperature of Plastics.
 - 7. ASTM D1693-15 – ESCR Spec. Thickness .125" F50 – 10% Igepal.
 - 8. ASTM D1998-15 – Standard Specification for Polyethylene Upright Storage Tank: Section 11.3: Low Temperature Impact Test and Section 11.4: Oxylene-Insoluble Fraction (Gel Test).
 - 9. ASTM D 3299-18 – Standard Specification for Filament-Wound Glass-Fiber-Reinforced Thermoset Resin

Corrosion-Resistant Tanks.

10. ASTM D 4097-19 – Standard Specification for Contact-Molded Glass-Fiber-Reinforced Thermoset Resin Corrosion-Resistant Tanks.
- C. American Society of Mechanical Engineers (ASME)
 1. ASME RTP 1 (2017)– Standard for Reinforced Thermoset Plastic Corrosion Resistant Equipment.
- D. Where reference is made to one of the above following standards, the revisions in effect at the time of the bid opening shall apply.

PART 2 - PRODUCTS

2.01 SODIUM HYPOCHLORITE INJECTION PUMPS

- A. Refer to plans for details.

2.02 PIPE TUBE AND FITTINGS

- A. All piping and pipe fittings shall be in the appropriate diameters, in accordance with the piping section of these specifications and the drawings. All underground piping shall maintain constant slope as indicated on the drawings. Provide top of pipe elevations every ten (10) feet, verify with Engineer.
- B. Tubing used to connect the pump ports to the suction and discharge headers shall be manufactured from PFA. Tube fittings shall be constructed from PFA and manufactured by Whitey, or equal. All fittings and tubing material must be compatible with 12.5% sodium hypochlorite fluid.

2.03 VALVES

- A. All valves shall be true union ball valves, fabricated from PVC. Seats shall be Teflon, and seals shall be PFA. Valves shall have an energized seat and an adequate vent to the pressure port opposite of the downstream sealing port. Valves shall be permanently marked with the word “Bleach” and two opposing arrows, one marked “Flow” and one marked “Vent”. Valves shall be as manufactured by Ashahi, Chemtrol-Nibco, or equal.

2.04 SODIUM HYPOCHLORITE STORAGE TANKS

- A. The bulk sodium hypochlorite storage tanks shall be upright tanks, with conical molded top and flat bottom. The sodium hypochlorite double wall white UV resin Containment Tanks shall be two (2) 500-gal Snyder storage tanks for 12.5% sodium hypochlorite by weight at Glenwood Water Treatment Plant. The tank shall be fabricated of double wall white UV resin, and shall have an integrally molded flange outlet that allows full drainage of tank with sufficient thickness for structural strength for 1.9 specific gravity, minimum.
 1. Fill line – 2-inch 150# flange located on dome. Fitting to be two-inch flange bulkhead type fitting. Fill line shall have a drop pipe.
 2. Outlet to pumps and drain – 1-inch 150# integrally molded-in flange. Fitting to have siphon leg.
 3. Tank level sensor connection - flange centrally located fitting to suit a radar level sensor assembly. Located in top center of tank. Connection to suit level gauge assembly.
 4. Tank Vent – 2-inch PVC bulkhead fitting with 2-inch PVC gooseneck vent.
 5. Tank Overflow – 2-inch NPT located just below top closure.
 6. Manway – 24-inch access way from top, sealable.
 7. Pressure Relief Return – 1-inch NPT flange on dome of tank
- B. The chlorine storage tank shall be upright tanks, with conical molded top and flat bottom. The 60-gallon double-walled storage tank shall be one (1) 60-gal Snyder storage tank for 12.5% sodium hypochlorite by weight at Crystal Lake Treatment Plant. The tank shall be double wall fabricated.

1. Fill line – 2-inch PVC bulk fill located at top of the tank. Fitting to be 2-inch female camlock assembly.
2. Outlet to pumps – 2-inch PVC drop-pipe with flexible tubing to the metering pumps.
3. Tank Vent – 2-inch PVC vent.

2.05 PULSATION DAMPENER

- A. A pulsation dampener shall be provided and installed on the pump discharge header, to provide a minimum of 5% to 10% dampening. The dampener shall be a nitrogen-charged diaphragm type device, fabricated from PVC or glass-filled PTFE. The dampener shall be equipped with a nitrogen gas fill valve, and pressure gauge. The gas capacity of the dampener shall be selected to match the displaced volume per pump stroke.

2.06 PRESSURE SUSTAINING VALVE

- A. See the plans for injection point.
- B. A back-pressure valve shall be provided, mounted immediately before the discharge point. The back-pressure valve body shall be fabricated from PVC, with a Teflon diaphragm seal. The valve shall be as manufactured by Flomotion, Milton Roy, Pulsafeeder, or approved equal.

PART 3 - EXECUTION

3.01 SPARE PARTS

- A. Rebuild kit for each feed pump supplied and a backpressure/pressure relief rebuild kit for each feed pump supplied.

3.02 FILLING, AND SUPPLY

- A. Tank shall be thoroughly flushed out of all debris at least twice, or hand swabbed before placing into service in order to ensure tank is clean.
- B. All piping, fittings, valves shall be visual leak tested where pressure testing cannot occur. All piping to be completely purged from any foreign material prior to filling and testing.
- C. Pressure testing of new piping shall be at 150 psig for 1-hour without any drop-in pressure (less than 2%). Any leaks (visual or testing failure) shall be corrected at not cost to Owner.
- D. The structural layer shall be visually inspected to comply with Level III of the visual defects criteria in ASME RTP-1.
- E. All laminates shall achieve a minimum 90% of the resin manufacturer's Barcol hardness. Laminates with BPO/DMA cure system will require dry heat post cure. Special note: Nexus synthetic veil laminates will have a lower Barcol reading.
- F. Each tank is to be filled to overflow with water and held for (24) hours to check for leakage. This test is to be performed by the manufacturer prior to shipment. Second hydrotest to be performed by the Contractor once vessel is installed. See separate written instructions on anchoring sequence.
- G. Filling of the new system with sodium hypochlorite indicates acceptance of system. If leaks develop after filling, contractor is fully responsible for any costs associated with removing spent chlorine and disposing of properly.
- H. Contractor to supply 1,060 gallons (min) of sodium hypochlorite (12.5% minimum) for operational testing and start-up.

4.03 HANDLING AND SHIPPING

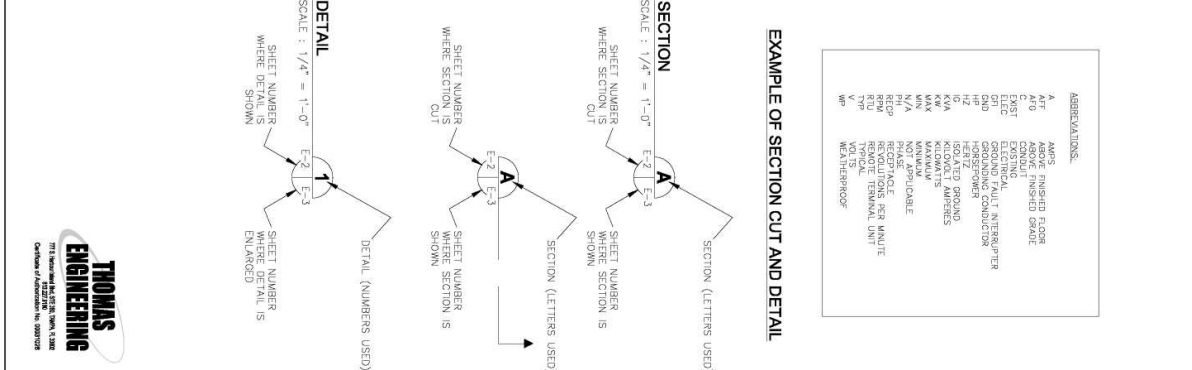
- A. Contractor is to follow all manufacturer's recommendations for un-loading and installation of tanks. Written instructions to accompany all shipments.
- B. Contractor is to utilize nylon straps during offloading. Lifting lugs are to be utilized for rigging tanks in vertical positions.

- C. Flange faces shall be covered with wooded blinds to protect during shipment.

END OF SECTION

APPENDIX

CONTROL PANEL DRAWINGS



SHEET NUMBER E-1	GLENDWOOD AND CRYSTAL LAKE WTP CONTROL PANEL IMPROVEMENTS	ELECTRICAL LEGEND AND ABBREVIATIONS	K/A PROJECT 04644021	LICENSED PROFESSIONAL	<p>Kimley-Horn</p> <p>◆ KIMLEY-HORN AND ASSOCIATES, INC. 109 SOUTH HENTYKOFF AVENUE, LAKELAND, FL 33809 PHONE: 888-701-8702 WWW.KIMLEY-HORN.COM REGISTRY NO. 35106</p>				
			DATE 5-19-2023	TIMOTHY THOMAS, P.E.					
			SCALE AS SHOWN						
			DESIGNED BY TDT	FLORIDA LICENSE NUMBER 47079					
			DRAWN BY JLT						
			CHECKED BY GLW	DATE: 05/19/2023					
AVON PARK	FL					No.	REVISIONS	DATE	BY

GLENWOOD WTP ELECTRICAL ROOM PLAN
SCALE: NOT TO SCALE

KEYED NOTES:

- 1 EXISTING MISC. "A" ON WORK REQUIRED.
- 2 EXISTING GLASSMOUNT W/ CONTROL PANEL. REFER TO SHEETS E-3 TO E-10 FOR REQUIRED MODIFICATIONS.
- 3 EXISTING MISC. "B".
- 4 EXISTING HIGH SERVICE PUMP AT VARIABLE FREQUENCY DRIVE (VFD) WITH 150 HP MOTOR, 150 HP VFD WITH NEW 60 HP VFD. REFER ALSO TO VFD SPECIFICATION 16570.
- 5 EXISTING HIGH SERVICE PUMP AT VARIABLE FREQUENCY DRIVE (VFD) WITH 150 HP MOTOR, 150 HP VFD WITH NEW 60 HP VFD. REFER ALSO TO VFD SPECIFICATION 16570.
- 6 EXISTING HIGH SERVICE PUMP AT VARIABLE FREQUENCY DRIVE (VFD) WITH 150 HP MOTOR, 150 HP VFD WITH NEW 60 HP VFD. REFER ALSO TO VFD SPECIFICATION 16570.



E-2

**GLENDWOOD AND CRYSTAL
LAKE WTP CONTROL PANEL
IMPROVEMENTS**

GLENWOOD WTP ELECTRICAL ROOM PLAN

KHA PROJECT
04644021

DATE

5-19-2023
SCALE AS SHOWN

DESIGNED BY TU

DRAWN BY	JL
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MEMBERSHIP CONFERENCE

TIMOTHY THOMAS, P.E.

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FLORIDA LICENSE NUMBER
47079

DATE: 05/19/2023

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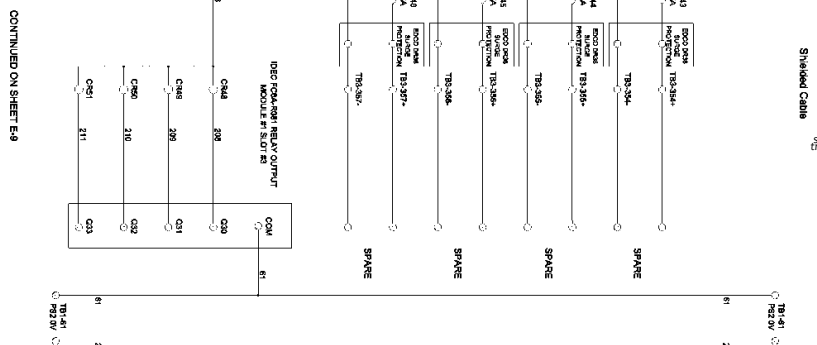
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LAKELAND, FL 33801

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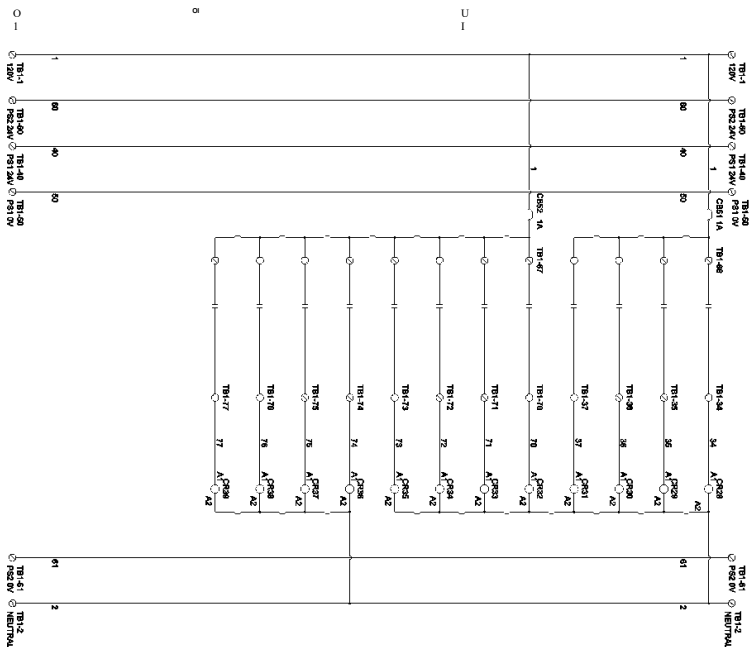
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OCIATES, INC.			
, LAKE LAND, FL 33801			
IMPO	NO. 3500	REVISIONS	
		DATE	BY



**GLENWYD WTP
CONTROL PANEL
BILL OF MATERIALS**

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GLENDWOOD AND CRYSTAL
LAKE WTP CONTROL PANEL
IMPROVEMENTS
PREPARED FOR
AVON PARK AVON PARK FL



KHA PROJECT
04644021
DATE
SCALE AS SHOWN

LICENSED PROFESSIONAL
TIMOTHY
THOMAS, P.E. Kim

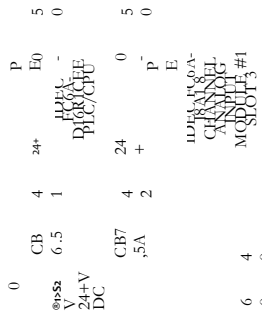
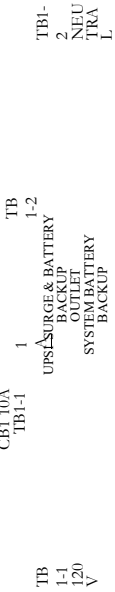
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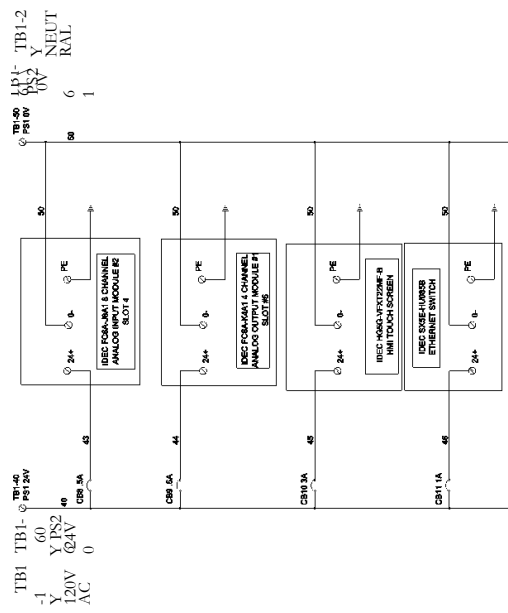
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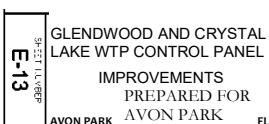
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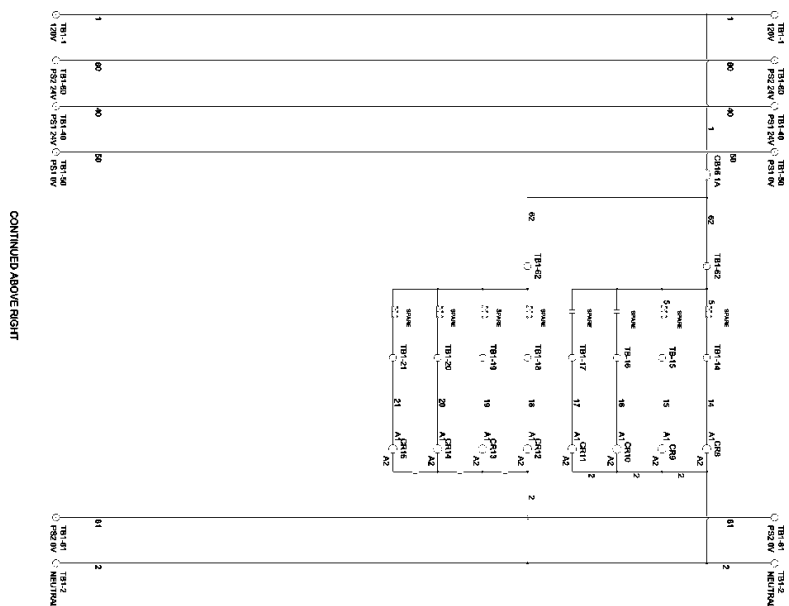
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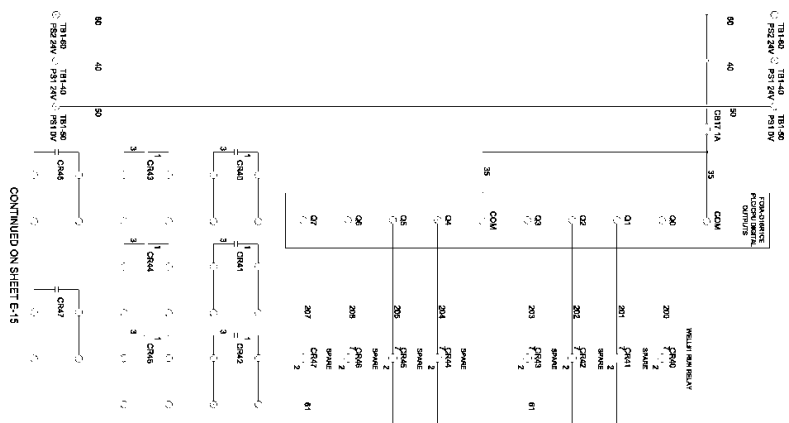
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**GLENDWOOD AND CRYSTAL
 LAKE WTP CONTROL PANEL**
IMPROVEMENTS
PREPARED FOR
AVON PARK FL

KHA PROJECT
04644021
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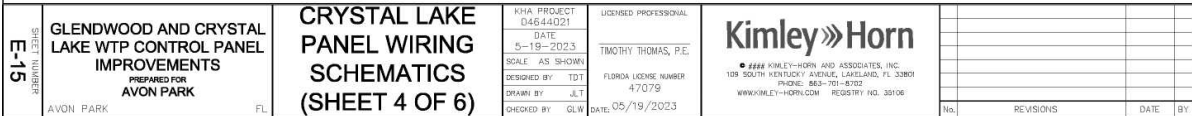
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LICENSED PROFESSIONAL
TIMOTHY
THOMAS, P.E. Kim

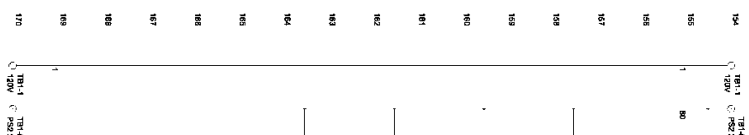
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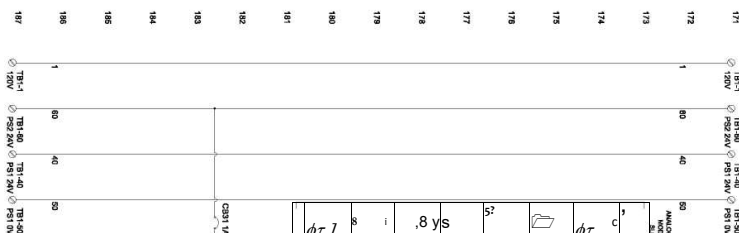
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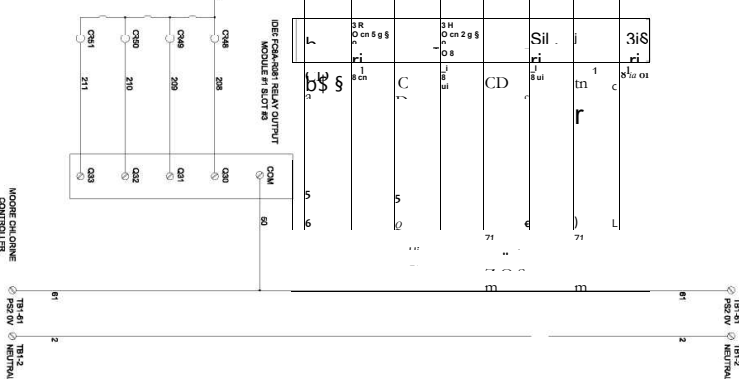
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NOTE: All Analog Cables to be Twisted & Shielded Cable



CONTINUED ON SHEET E-17

MOORE CHLORIN
CONTROL 1 FER

GLENDWOOD AND CRYSTAL
LAKE WTP CONTROL PANEL
IMPROVEMENTS
PREPARED FOR
AVON PARK
AVON PARK

KHA PROJECT
04644021
DATE
SCALE AS SHOWN

LICENSED PROFESSIONAL
TIMOTHY Kim
THOMAS, P.E.

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APPENDIX

CHLORINE SYSTEM IMPROVEMENTS DRAWINGS

CONSTRUCTION DRAWINGS

GLENWOOD AND CRYSTAL LAKE WATER TREATMENT PLANT CHLORINE SYSTEM IMPROVEMENTS

PREPARED FOR

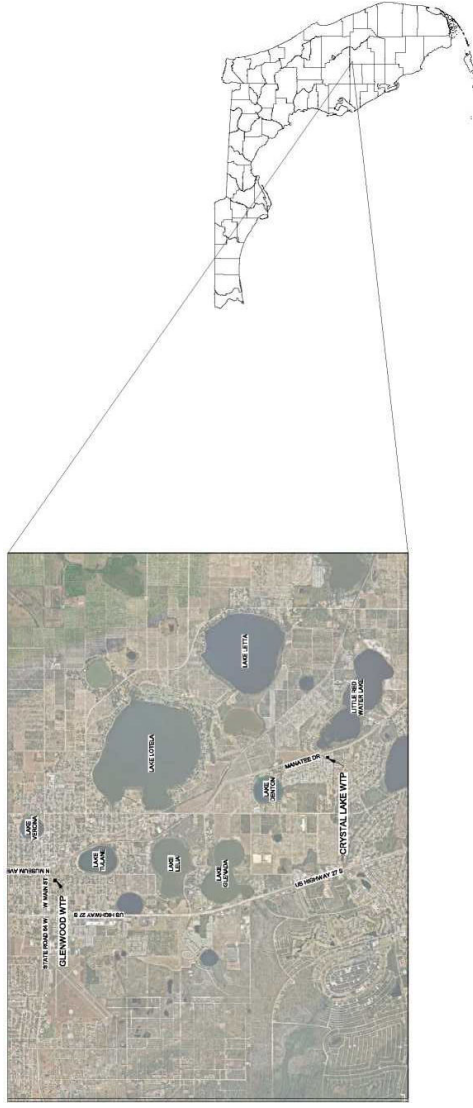
City of Avon Park

DECEMBER, 2023

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[illegible]

RMA PROJECT 010401021 DATE DECEMBER 2023 SCALE: AS SHOWN DESIGNED BY: JTL DRAWN BY: JTL CHECKED BY: JTL	LICENSED PROFESSIONAL JAMESON FORTNAUGH P.L. LICENSE NUMBER 00000 DATE: 10/01/2023
------------------------------------------------------------------------------------------------------------------------------	------------------------------------------------------------------------------------------------



PROJECT VICINITY MAP

PREPARED BY

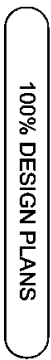
Kimley»»Horn

ASSOCIATES, INC.
1100 South Kentucky Avenue, Lakeland, FL 33801
WWW.KIMLEY-HORN.COM REGISTRY No.

100% DESIGN PLANS

GO 1

29



SHEET NUMBER M04	GLENWOOD - EXISTING SITE PLAN	GLENWOOD AND CRYSTAL LAKE WATER TREATMENT PLANT CHLORINE SYSTEM IMPROVEMENTS PREPARED FOR City of Avon Park	KHA PROJECT	LICENSED PROFESSIONAL	Kimley»»Horn © 2023 KIMLEY-HORN AND ASSOCIATES, INC. 199 South Kentucky Avenue, Lakeland, FL 33801 WWW.KIMLEY-HORN.COM	-			
			DATE 04-27-2023	E.I.					
			SCALE: AS	Jamison					
			DESIGNED	Tondrautt					
			DRAWN	FL LICENSE					
			CHECKED	NUMBER 00000					
						No	Revisions	=	Date

100% DESIGN PLANS

SHEET NUMBER
M02

GLENWOOD -
EXISTING
CONDITIONS AND
DEMOLITION PLAN

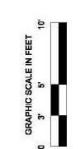
GLENWOOD AND CRYSTAL LAKE
WATER TREATMENT PLANT
CITY OF AVON PARK
PREPARED FOR
AVON PARK
WATER TREATMENT
PLANT
10000
AVON PARK
FL 32602

PROJECT NO: 0604021
DATE: DECEMBER, 2023
SCALE: AS SHOWN
DESIGNED BY: KSW
CHECKED BY: JRT
DATE: 06/06/24
LICENSED PROFESSIONAL:
JAMES H. THOMPSON
FL LICENSE NUMBER:
00000
DATE: 06/06/24

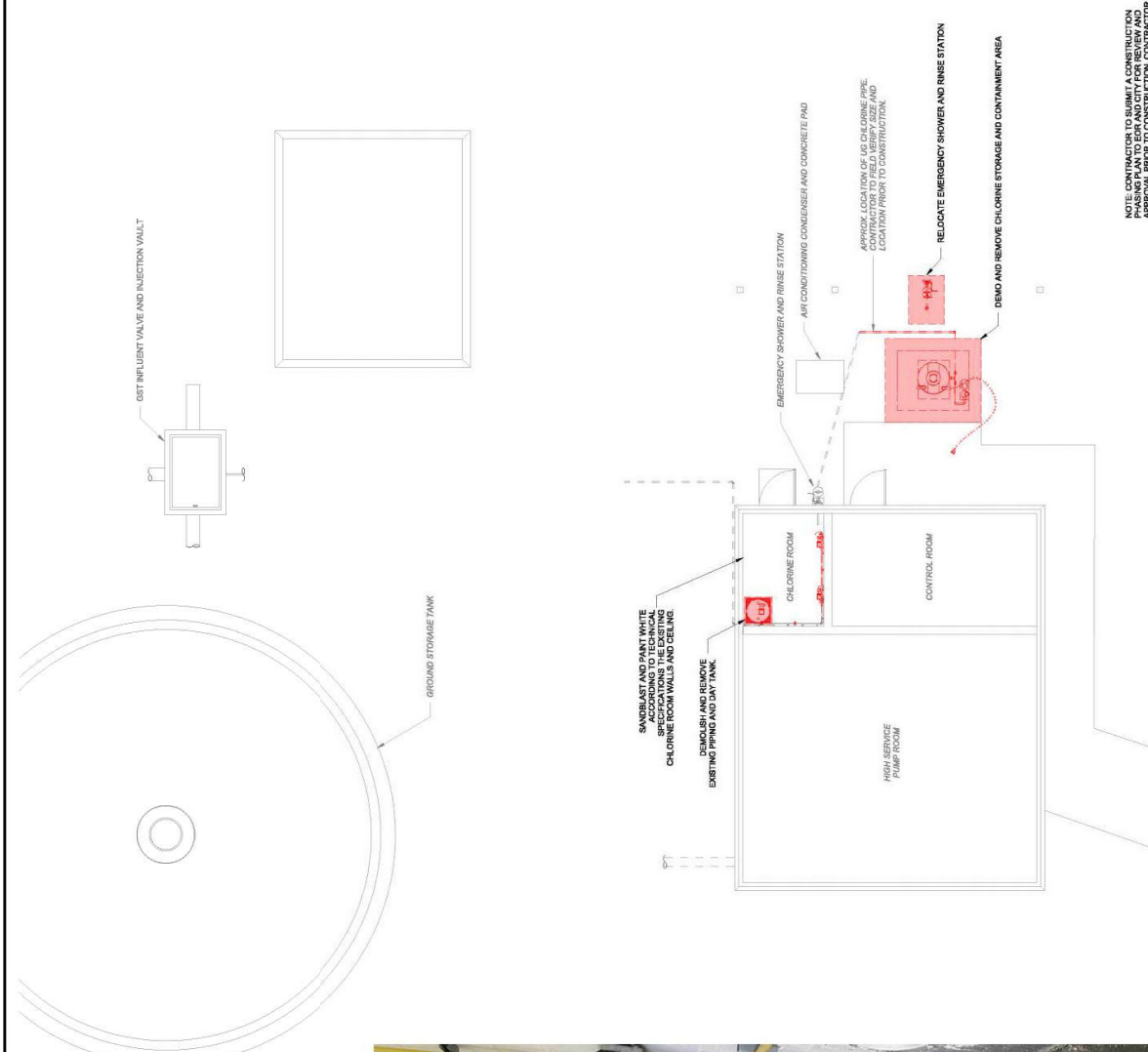
Kimley-Horn
© 2023 KIMLEY-HORN AND ASSOCIATES, INC.
100 South Kimberly Avenue, Tallahassee, FL 32301
WWW.KIMLEY-HORN.COM REGISTRY # 13106

No.	Revisions	By	Date

NOTE: CONTRACTOR TO SUBMIT A CONSTRUCTION
APPROVAL PLAN TO THE CITY OF AVON PARK
FOR APPROVAL PRIOR TO CONSTRUCTION. CONTRACTOR TO
APPROXIMATE THE LOCATION OF THE EXISTING
DEMOLITION SYSTEM AND THE LOCATION OF THE
NEW SYSTEM PRIOR TO DEMOLITION OF THE EXISTING SYSTEM AND
UNTIL CLEARANCE OF NEW SYSTEM.



2 GLENWOOD DEMO PLAN
1" = 5'-0"



DEMOLISH AND REMOVE DAY TANK AND PEDESTAL

REFER TO ELECTRICAL SHEETS
FOR ALL ELECTRICAL DEMOLITION

REMOVE ALL PIPING,
VALVING, SUPPORTS, AND
ACCESSORIES

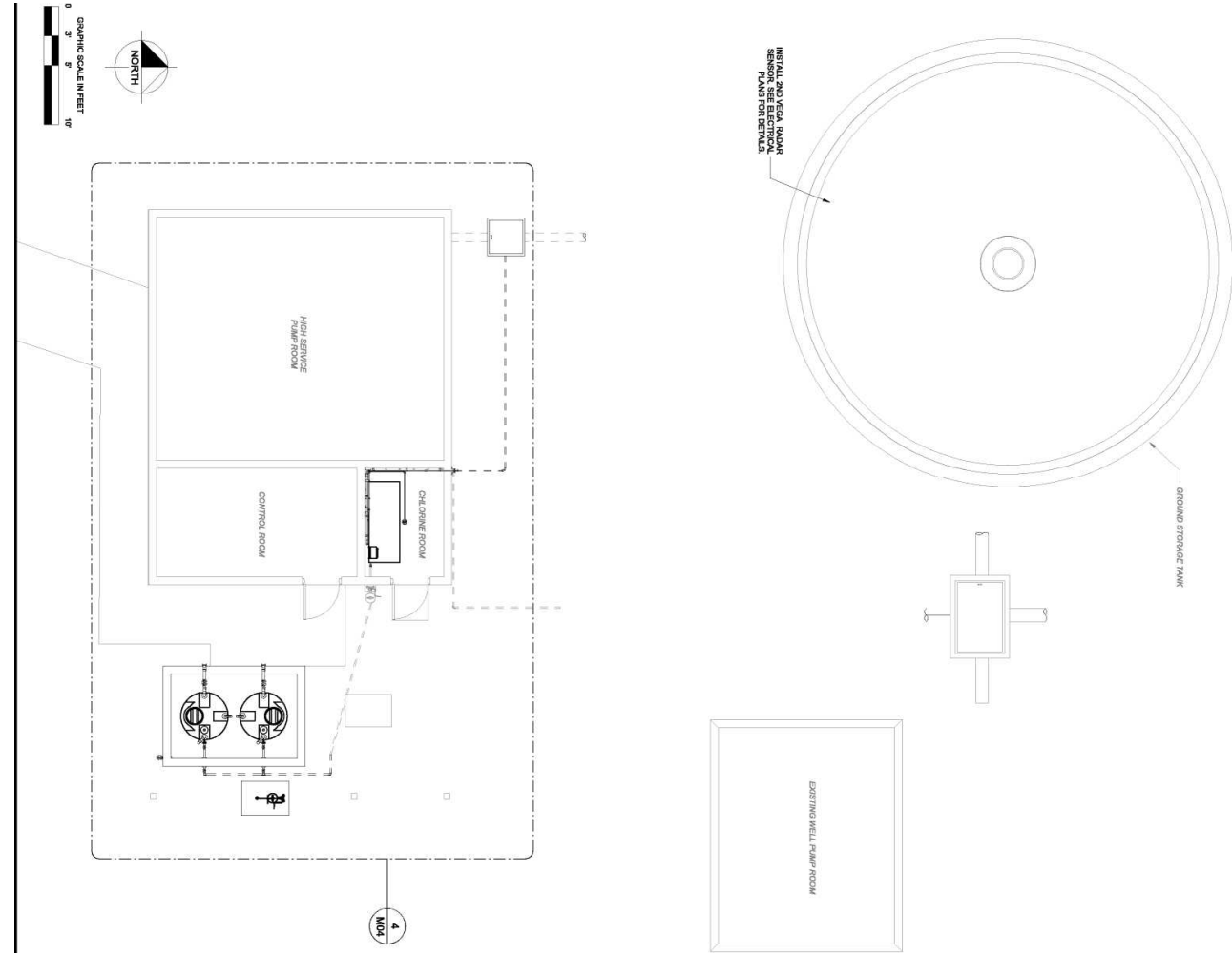
PRE-CHLORINATION LINE TO REMAIN.
CONTRACTOR TO PUT IN NEW CONNECTION TO
EXISTING CHLORINATION LINE. CONTRACTOR TO
REMOVE EXISTING CHLORINATION LINE AND
PIPE UP TO THE NEW POINT OF CONNECTION.

DEMOLISH AND REMOVE DAY TANK AND PEDESTAL



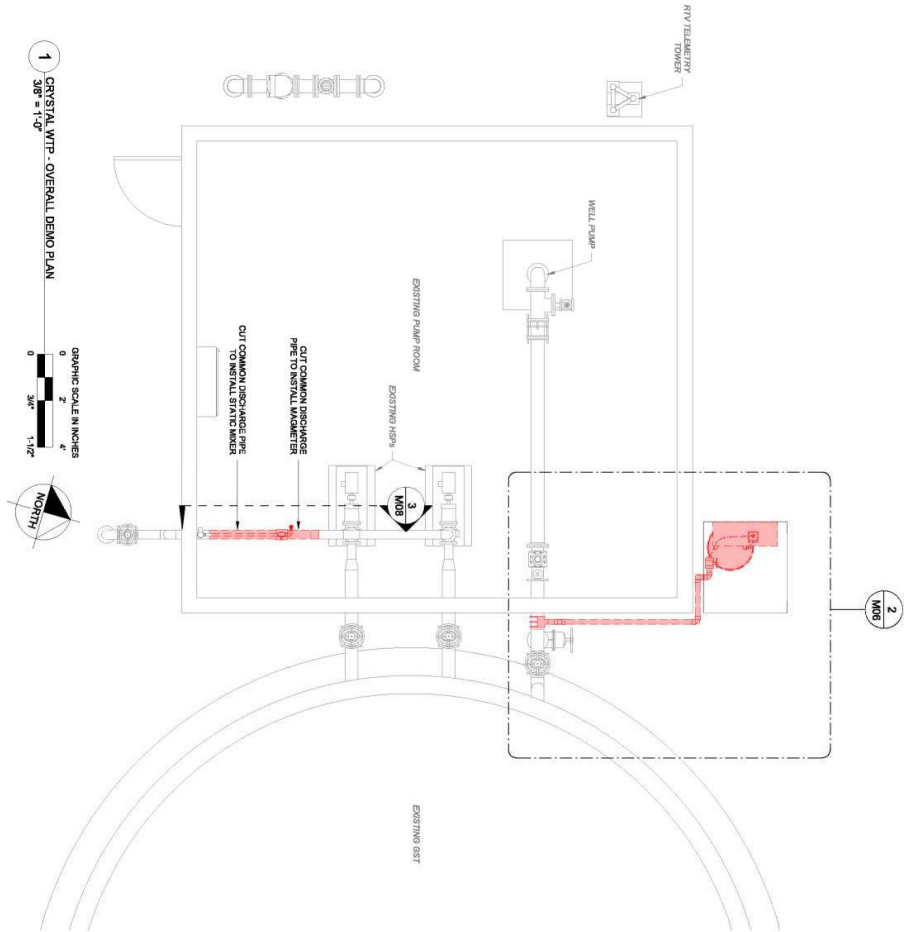
1/8" = 1' - 0"

GRAPHIC SCALE IN FEET
0 3' 6' 9' 12'



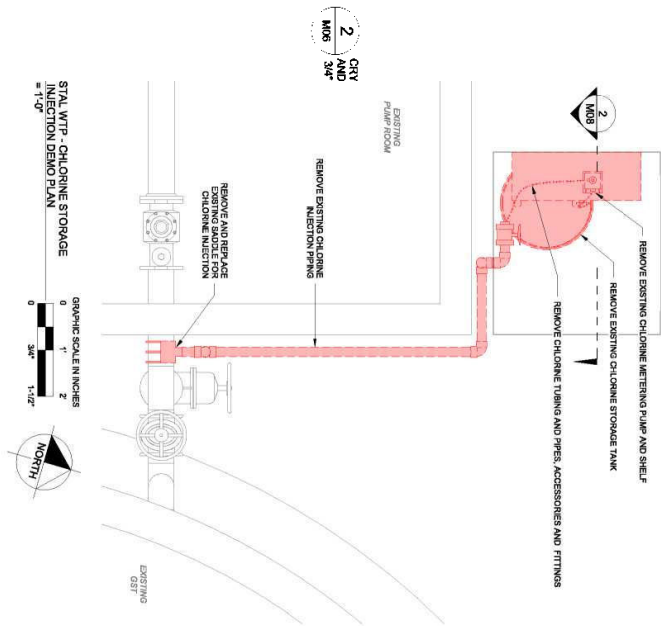
100%
N
Z to

H i	GLENWOOD - DIAM PROPOSED	GLENWOOD AND CRYSTAL LAKE WATER TREATMENT PLANT CHLORINE SYSTEM IMPROVEMENTS PREPARED FOR City of Avon Park	KHA 046464021 DATE SCALE: AS DESIGNED	LICENSED Jamison FL LICENSE 00000	ixlllllcu //nUI II © 2023 KIMLEY-HORN AND	No. Revisions By Date
			CHECKED DATE: xx/xx/xx			



1
CRYSTAL WTP - OVERALL DEMO PLAN
3/8" = 1'-0"

GRAPHIC SCALE IN INCHES
0 2 4
3/8" = 1'-0"



2
CRY AND AND 3/4\"/>

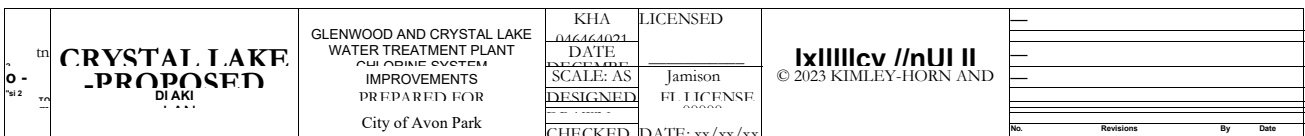
STAL WTP - CHLORINE STORAGE
INJECTION DEMO PLAN
= 1'-0"

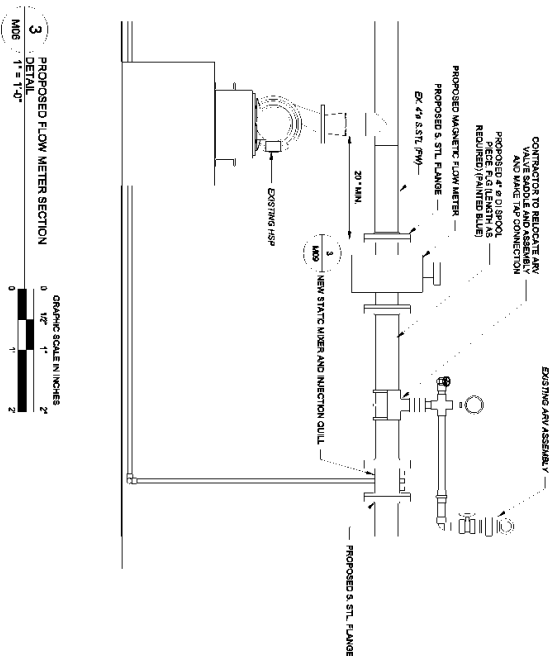
GRAPHIC SCALE IN INCHES
0 1 2
3/4" = 1'-0"

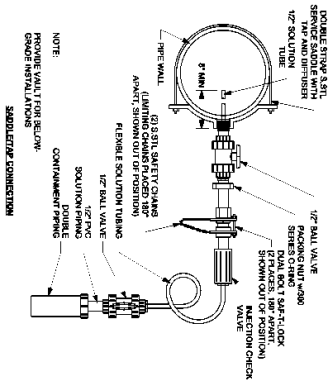


100% DESIGN PLANS

SHEET NUMBER	CRYSTAL LAKE - EXISTING CONDITIONS AND DEMOLITION PLANS	GLENWOOD AND CRYSTAL LAKE WATER TREATMENT PLANT CHLORINE SYSTEM IMPROVEMENTS PREPARED FOR City of Avon Park	KHA PROJECT DATE SCALE: AS DESIGNED DRAWN CHECKED	L. Tondra PROFESSIONAL ENGINEER FL LICENSE NUMBER 000000	Kimley»>Horn © 2023 KIMLEY-HORN AND ASSOCIATES, INC. 100 South Kentucky Avenue, Lakeland, FL 33801 WWW.KIMLEY-HORN.COM REGISTRY N 351106	Na	Revisions	-	Date







CHEMICAL INJECTOR (RETRACTABLE
SADDLE/TAP CONNECTION)
1" = 1'-0"



5 WALL PIPE SUPPORT
1" = 1'-0"

KHA	LICENSED
DATE	
SCALE: AS	Jamison
DESIGNED	EL LICENSE
DRAWN	00000
CHECKED	DATE: xx/xx/xx

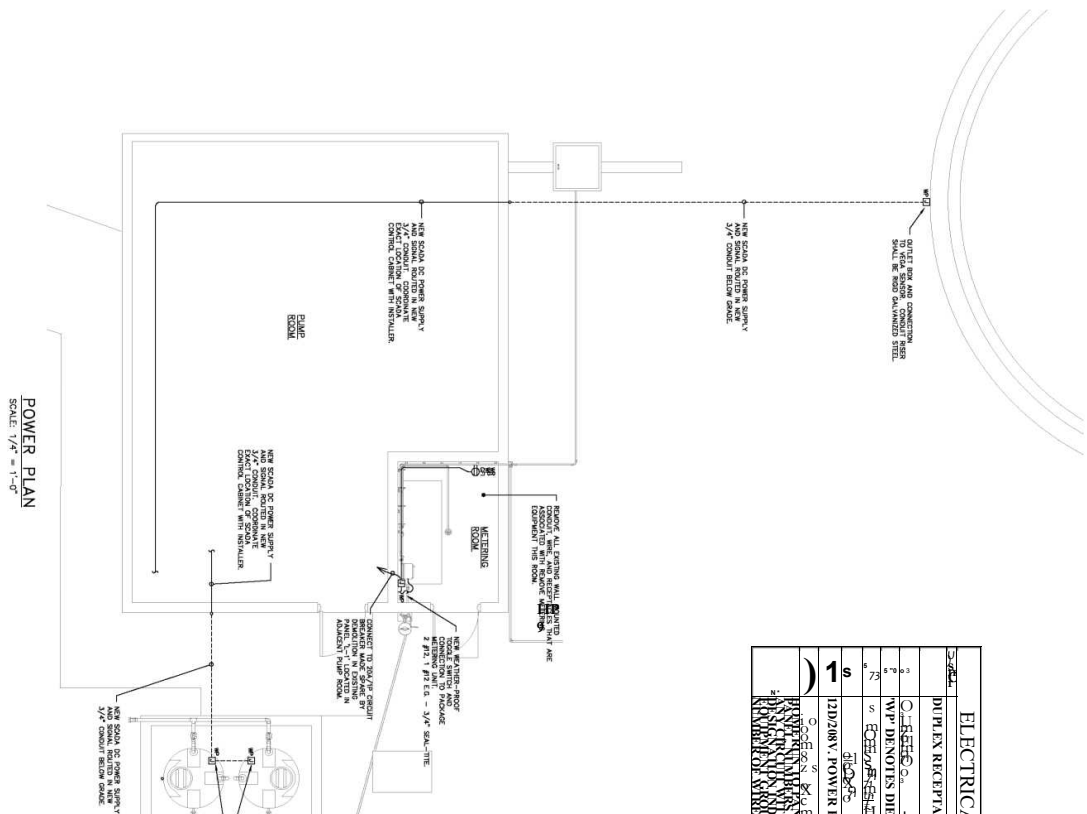
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© 2024 K1MLEY-HORN AND
















GLENWOOD AND CRYSTAL LAKE
WATER TREATMENT PLANT
CHLORINE SYSTEM
IMPROVEMENTS
PREPARED FOR
City of Avon Park

DETAILS

WINDY, 264R, EACH SPEED 151 MPH, RISK
CATEGORY A
EXPOSURE CATEGORY C

- [illegible]



ELECTRICAL SYMBOL LEGEND		CONNO
SYMBOL	DESCRIPTION	UNIT
	DOUBLE RECEIPTS (20A, 125V)	54
	ONE-STEP CO. — E. O. 1	1
	"WE DEMONSTRATE THE CAST ALUMINUM FINISH"	
	CO. OF THE STATE	
	CO. OF THE STATE	
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	CO. OF THE STATE	
	CO. OF THE STATE	



		0-00
N	REVISIONS	DATE

NOTICE OF AWARD

Date of Issuance:

Owner:	Owner's Contract No.:
Engineer:	Engineer's Project No.:
Project:	Contract Name:

Bidder:

Bidder's Address: (send Certified Mail, Return Receipt Requested)

TO BIDDER:

You are notified that Owner has accepted your Bid dated for the above Contract, and that you are the Successful Bidder and are awarded a Contract for:

[describe Work, alternates, or sections of Work awarded]

The Contract Price of the awarded Contract is \$ [note if subject to unit prices, or cost-plus]

unexecuted counterparts of the Agreement accompany this Notice of Award, and one copy of the Contract Documents accompanies this Notice of Award, or has been transmitted or made available to Bidder electronically [revise if multiple copies accompany the Notice of Award]

sets of the Drawings and ___ copies of the Project Manual will be delivered separately from the other Contract Documents.

You must comply with the following conditions precedent within 15 days of the date of receipt of this Notice of Award.

1. Deliver to the Owner [] counterparts of the Agreement, fully executed by Bidder.
2. Deliver with the executed Agreement(s) the Contract security and insurance documentation as specified in the Instructions to Bidders and General Conditions
3. Other conditions precedent (if any):

Failure to comply with these conditions within the time specified will entitle Owner to consider you in default, annul this Notice of Award, and declare your Bid security forfeited.

Within ten days after you comply with the above conditions, Owner will return to you one fully executed counterpart of the Agreement, together with any additional copies of the Contract Documents

Owner

By: _____
Authorized Signature

Title

Copy: Engineer

NOTICE TO PROCEED

Owner:	Owner's Contract No.:
Contractor:	Contractor's Project No.:
Engineer:	Engineer's Project No.:
Project:	Contract Name:
	Effective Date of Contract:

TO CONTRACTOR:

Owner hereby notifies Contractor that the Contract Times under the above Contract will commence to run on [_____, 20__].

On that date, Contractor shall start performing its obligations under the Contract Documents. No Work shall be done at the Site prior to such date. In accordance with the Agreement, [the date of Substantial Completion is _____, and the date of readiness for final payment

is _____] or [the number of days to achieve Substantial Completion is _____, and the number of days to achieve readiness for final payment is _____].

Before starting any Work at the Site, Contractor must comply with the following: [Note any access limitations, security procedures, or other restrictions]

Contractor	Owner
Received by:	Given by: Authorized Signature
Title	Title
Date	Date

Change Order

Construction Company

Address

City, State, ZIP

Phone Number

Date:

Owner:

Contractor:

Project name:

Change order number:

Original contract date: _____

You are directed to make the following changes in this contract: _____

The original contract sum was:

\$

Net amount of previous change orders:

Total original contract amount plus or minus net change orders:

Total amount of this change order:

The new contract amount including this change order will be:

The contract time will be changed by the following number of days:

(0) Days

The date of completion as of the date of this change order is:

Contractor:

Owner:

Engineer

Company name

Name

Address

Address

City, State, Zip

City, State, Zip

Date

Date

Signature

Signature

Application Period:	Application Date:
From (Contractor):	Via (Engineer)
Contract:	
Contractor's Project No.:	Engineer's Project No.:

CONTRACTOR'S CERTIFICATION

The undersigned Contractor certifies, to the best of its knowledge, the following:

(1) All previous progress payments received from Owner on account of Work done under the Contract have been applied on account to discharge Contractor's legitimate obligations incurred in connection with Work covered by prior Applications for Payment;

(2) Title of all Work, materials and equipment incorporated in said Work, or otherwise listed in or covered by this Application for Payment, will pass to Owner at time of payment free and clear of all Liens, security interests, and encumbrances (except such as are covered by a bond acceptable to Owner).

By:	Date:	(Owner)	(Date)
-----	-------	---------	--------

[illegible]

CERTIFICATE OF SUBSTANTIAL COMPLETION

Owner:	Owner's Contract No.:
Contractor:	Contractor's Project No.:
Engineer:	Engineer's Project No.:
Project:	Contract Name:

This [preliminary] [final] Certificate of Substantial Completion applies to:

☐ All Work ☒ The following specified portions of the Work:

Date of Substantial Completion

The Work to which this Certificate applies has been inspected by authorized representatives of Owner, Contractor, and Engineer, and found to be substantially complete. The Date of Substantial Completion of the Work or portion thereof designated above is hereby established, subject to the provisions of the Contract pertaining to Substantial Completion. The date of Substantial Completion in the final Certificate of Substantial Completion marks the commencement of the contractual correction period and applicable warranties required by the Contract.

A punch list of items to be completed or corrected is attached to this Certificate. This list may not be all-inclusive, and the failure to include any items on such list does not alter the responsibility of the Contractor to complete all Work in accordance with the Contract.

The responsibilities between Owner and Contractor for security, operation, safety, maintenance, heat, utilities, insurance, and warranties upon Owner's use or occupancy of the Work shall be as provided in the Contract

Amendments to Owner's responsibilities:

- ☐ None
☐ As follows

Amendments to Contractor's responsibilities:

- ☐ None
☐ As follows:

The following documents are attached to and made a part of this Certificate: [punch list; others]

This Certificate does not constitute an acceptance of Work not in accordance with the Contract Documents, nor is it a release of Contractor's obligation to complete the Work in accordance with the Contract.

EXECUTED BY ENGINEER:	RECEIVED:	RECEIVED:
By: _____ (Authorized signature)	By: _____ Owner (Authorized Signature)	By: _____ Contractor(Authorized Signature)
Title: _____	Title: _____	Title: _____
Date: _____	Date: _____	Date: _____