

**BIG CYPRESS HOUSING CORPORATION**  
**BID PACKAGE**  
**MSV RE-ROOFING PROJECT**  
Main Street Village, Immokalee, Florida

**Project Name:** Main Street Village Re-Roofing Project

**Bid Deadline:** March 31, 2026

**Bid Location:** Bids shall be opened at 2:00 PM, **March 31, 2026**, at 104 Anhinga Circle, Immokalee, FL. Any Bid received after the time or date above will not be opened and will be returned to the bidder.

**Owner:** Rural Neighborhoods, Incorporated

**Project Manager:** Dottie Cook, Revitalization Manager  
239-324-0317  
dottiecook@ruralneighborhoods.org

**Bid Contract and Bond Note:** The bid process and all administrative matters shall be governed by AIA Document A701-2018 *Instructions to Bidders* (Exhibit B) and other AIA Documents contained herein EXCEPT in the case they are amended or changed by the Invitation to Bid. In any discrepancy between the AIA Document and the Invitation to Bid, the Invitation to Bid will apply. **A 5% bid bond is required.**

The work and all matters related to the work shall be governed by AIA Document 105-2017 *Standard Short Form of Agreement Between Owner and Contractor* (Exhibit C), contained herein EXCEPT in the case they are amended or changed.

**Payment and Performance Bonds will be required.**

## 1. Contract Documents

The Bid Package is comprised of the following:

Exhibit A - Invitation to Bid

Exhibit B – Instructions to Bidders (A701-2018)

Exhibit C – Standard Short Form of Agreement (A105-2017)

Exhibit D – CDBG Required Contract Documents

Exhibit E – Davis Bacon Wage Rate

Exhibit F – BABA Requirements

Exhibit G – Bid Form

Exhibit H – Project specifications prepared by Hoffman & Facundo Architects

## 2. Sealed Bid Package

The sealed bid must contain the following items and be in an envelope marked “MSV Re-Roofing Project”

- Bid Form (Completed and Signed by Authorized Representative)
- BABA Certification
- Bid Bond (as outlined in A310-2010)

## 3. Construction Time/Background

Time requirements and work schedules shall be designed for the minimal amount of inconvenience to residents. No work shall commence prior to 7:00 AM Monday through Saturday and no work shall be scheduled on Sunday. No work shall be conducted after 6:00 PM. Forty-eight hours notice must be provided to owner and/or property management prior to any work that requires automobiles to be relocated from any parking areas. The selected contractor is required to leave all construction areas free of all debris and safety hazards on a daily basis.

## 4. Bidder Requirement

Bids will be accepted from contractors licensed in the State of Florida to perform the required work and registered in Collier County, FL. Firms and/or their subcontractors are required to specialize in roofing. The bidder shall include all aspects of the work as shown on the Bid Form. **A Bid Bond is required.**

## 5. Davis Bacon

Main Street Village Re-Roofing Project is funded through the Collier County Community and Human Services Division using HUD Community Development Block Grant Funds. As such, Davis Bacon Wage Rates will apply. Contractor will be required to submit certified payrolls weekly using the LCP Tracker software or other program selected by Collier County and facilitate on-site interviews with workers on the project. The applicable Davis Bacon Wage Rate is found in Exhibit E.

## 6. Build America, Buy America

This agreement is for services related to a project that is subject to the Build America, Buy America Act (BABAA) requirements under Title IX of the Infrastructure Investment and Jobs Act ("IIJA"), Pub. L. 117-58. Absent an approved waiver, all iron, steel, manufactured products, and construction materials used in this project must be produced in the United States, as further outlined by the Office of Management and Budget's Memorandum M-22-11, Initial Implementation Guidance on Application of Buy America Preference in Federal Financial Assistance Programs for Infrastructure, April 18, 2022.

## 7. Organization of the Work

- A. Permits. Bidders should NOT include the cost of permits required for the work. The successful bidder will be responsible for submitting, coordinating, and providing shop drawings as needed as well as pulling all permits required for the project. Owner shall pay fees associated for all permits directly.

Hoffman & Facundo Architects shall provide other drawings as needed for permitting.

- B. Superintendent/Project Office. A full-time superintendent is NOT required to accomplish the work.
- C. Storage. A general area will be designated for storage on the Main Street Village site. The Contractor shall secure this storage area in such a way as to prevent injury and protect life and property and/or to secure and pay for a containerized storage or roll-off on site for the duration of the project.

## 8. Contract Documents

Contract Documents to be executed and a sample Owner-Contractor Agreement are contained herein.

Plans can be obtained at <https://www.ruralneighborhoods.org/homeowner-rehab-program/> Questions may be answered by contacting Rural Neighborhoods' staff as listed below.

Dottie Cook, Revitalization Manager  
239-324-0317  
dottiecook@ruralneighborhoods.org

## 9. Bid Form

Bidders shall submit their proposal on the Bid Form contained in Exhibit G of this package. The bid shall include all taxes, fees, material and labor in a stipulated lump sum for each building type to fully carry out the work specified. The Bid Form shall be signed by a representative of the Company authorized to submit proposals and this individual's name and title shall be printed on the Bid Form.

Bidders must also complete and submit the BABA certification form with their sealed bid.

Before a Contract is signed, the successful Bidder shall provide current licensing and registration valid in Collier County, Florida, appropriate to the type of work to be undertaken. In addition, **Builder's Risk insurance** will be required. Also, certificates of general liability and automobile insurance in an amount of not less than \$1,000,000 naming Big Cypress Housing Corporation and Collier County as additional insureds will be required. Evidence of workers compensation shall also be required.

## 10. Disposition of Removed Material

All material removed in the performance of the work shall be placed at a mutually agreed upon location on site. There is minimal storage space on site, but Owner shall identify a location for temporary storage of construction materials and debris. If the successful bidder chooses this or another method of disposal, all costs for

such will be borne by the bidder. The alternative is for all material to be removed at the end of each day.

## **11. Contractor Selection and Sample Requirements**

The apparent low Bidder shall meet with the Owner and Architect to evaluate the responsiveness of their proposal and to review materials, methods and scheduling. Shop drawings shall be required as needed.

## **12. Section 3 Right-to-Match**

This Bid includes a Section 3 *Right-to-Match* policy. If a qualified, non-Section 3 business submits the lowest price Bid, and a Bid submitted by one or more qualified and responsive Section 3 business is within ten percent (10%) of the price submitted by the non-Section 3 business, then the Section 3 Business with the apparent lowest bid offer shall have the opportunity to submit an offer to match the price(s) offered by the overall lowest, qualified and responsive Bidder.

## **13. Minority and Female Owned Businesses**

Minority, female-owned and small businesses are encouraged to submit bids for this project. Licensed Contractors are encouraged to solicit bids from minority and female-owned subcontractors; efforts for such should be documented. A current listing of certified minority and female owned businesses can be found at: [http://www.dms.myflorida.com/other\\_programs/office\\_of\\_supplier\\_diversity\\_osd](http://www.dms.myflorida.com/other_programs/office_of_supplier_diversity_osd).

## **14. Time of Performance**

Bids shall be valid for not less than sixty (60) days; a Notice to Proceed is expected to be issued prior to termination of such period. Time for performance is one hundred eighty (180) days once Notice to Proceed is issued.

Invitation to Bid

## LEGAL ADVERTISEMENT INVITATION TO BID

Big Cypress Housing Corporation (“Owner”) is requesting sealed bids for its Main Street Village Re-Roofing Project in Immokalee. This project includes minor housing rehabilitation activities, including roof replacements and gutter installations, for up to 18 one-story buildings within a single geographical area. Of these buildings 17 are residential, consisting of a combination of single-family and multi-family units, and one community clubhouse/amenity center.

Bids must be sealed and submitted to the attention of Steven Kirk, at the address listed below no later than 2:00 pm EST on **March 31, 2026**, Steven Kirk, Big Cypress Housing Corporation, 104 Anhinga Circle, Immokalee, FL 34142, (239) 324-0317. Bids will be publicly opened following the submission deadline on **March 31, 2026**, and a tentative contractor will be selected. Verification of experience will be completed within ten (10) days and execution of a contract and terms will be finalized shortly thereafter.

Specifications, plans and bid requirements may be obtained from the Rural Neighborhood’s website, <https://www.ruralneighborhoods.org/homeowner-rehab-program/>, or via email to [dottiecook@ruralneighborhoods.org](mailto:dottiecook@ruralneighborhoods.org). It shall be the responsibility of the Bidder, prior to submitting a bid, to either contact Dottie Cook at [dottiecook@ruralneighborhoods.org](mailto:dottiecook@ruralneighborhoods.org) or check the website to determine if addenda were issued. Questions regarding this ITB shall be directed in writing to Dottie Cook at 2683 Amigo Way, Unit 103, Immokalee, FL 34142 (239-324-0317).

A non-mandatory pre-bid meeting will be held at **2 pm on March 16, 2026**, at 104 Anhinga Circle, Immokalee, FL 34142.

Funding for this project is provided by the Collier County Division of Community and Human Services, the Department of Housing and Urban Development (HUD) using Community Development Block Grant (CDBG) funds, and Florida Housing Finance Corporation. Federal regulations during construction will be enforced, including Davis Bacon and Related Acts for wage rates.

Minority, female-owned and small businesses are encouraged to submit bids for this project. Licensed contractors are encouraged to solicit bids including minority and female-owned businesses, which can be found at [http://www.dms.myflorida.com/other\\_programs/office\\_of\\_supplier\\_diversity\\_osd](http://www.dms.myflorida.com/other_programs/office_of_supplier_diversity_osd).

It is the policy of Big Cypress Housing Corporation to provide Equal Employment Opportunity to all employees and applicants for employment in accordance with all applicable Equal Employment Opportunity/Affirmative Action laws, directives and regulations of Federal and State agencies. Rural Neighborhoods and Big Cypress Housing Corporation do not discriminate against any employee or applicants for employment on the basis of race, color, sex, national origin, religion, age, disability, pregnancy, veteran status, marital status, or any other characteristic protected by applicable law.

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.) An award shall be based on the lowest responsive bid offer with preference given to qualified Section 3 Business Concerns in accordance with Collier County’s Purchasing Department’s “right to match” guidelines. For additional information regarding registration as a Section 3 business, visit: <http://www.colliergov.net/index.aspx?page=7432>

This agreement is for services related to a project that is subject to the Build America, Buy America Act (BABAA) requirements under Title IX of the Infrastructure Investment and Jobs Act (“IIJA”), Pub. L. 177-58. Absent an approved waiver, all iron, steel, manufactured products, and construction materials used in this project must be produced in the United States, as further outlined by the Office of Management and Budget’s Memorandum M-22-11, Initial Implementation Guidance on Application of Buy America Preference in Federal Financial Assistance Programs for Infrastructure, April 18, 2022.

All applicable laws, ordinances, and the rules and regulations of all authorities having jurisdiction over construction of this project shall apply to the project throughout. Big Cypress Housing Corporation complies with the Fair Housing Act (42 U.S.C. 3600, ET seq) and County Fair Housing Ordinance 92-9.

Dated February 27, 2026



A701-2018 Instructions to Bidders



# AIA<sup>®</sup> Document A701<sup>™</sup> – 2018

## Instructions to Bidders

for the following Project:

*(Name, location, and detailed description)*

### THE OWNER:

*(Name, legal status, address, and other information)*

### THE ARCHITECT:

*(Name, legal status, address, and other information)*

### TABLE OF ARTICLES

- 1 DEFINITIONS
- 2 BIDDER'S REPRESENTATIONS
- 3 BIDDING DOCUMENTS
- 4 BIDDING PROCEDURES
- 5 CONSIDERATION OF BIDS
- 6 POST-BID INFORMATION
- 7 PERFORMANCE BOND AND PAYMENT BOND
- 8 ENUMERATION OF THE PROPOSED CONTRACT DOCUMENTS

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

FEDERAL, STATE, AND LOCAL LAWS MAY IMPOSE REQUIREMENTS ON PUBLIC PROCUREMENT CONTRACTS. CONSULT LOCAL AUTHORITIES OR AN ATTORNEY TO VERIFY REQUIREMENTS APPLICABLE TO THIS PROCUREMENT BEFORE COMPLETING THIS FORM.

It is intended that AIA Document G612<sup>™</sup>–2017, Owner's Instructions to the Architect, Parts A and B will be completed prior to using this document.

## ARTICLE 1 DEFINITIONS

§ 1.1 Bidding Documents include the Bidding Requirements and the Proposed Contract Documents. The Bidding Requirements consist of the advertisement or invitation to bid, Instructions to Bidders, supplementary instructions to bidders, the bid form, and any other bidding forms. The Proposed Contract Documents consist of the unexecuted form of Agreement between the Owner and Contractor and that Agreement's Exhibits, Conditions of the Contract (General, Supplementary and other Conditions), Drawings, Specifications, all Addenda, and all other documents enumerated in Article 8 of these Instructions.

§ 1.2 Definitions set forth in the General Conditions of the Contract for Construction, or in other Proposed Contract Documents apply to the Bidding Documents.

§ 1.3 Addenda are written or graphic instruments issued by the Architect, which, by additions, deletions, clarifications, or corrections, modify or interpret the Bidding Documents.

§ 1.4 A Bid is a complete and properly executed proposal to do the Work for the sums stipulated therein, submitted in accordance with the Bidding Documents.

§ 1.5 The Base Bid is the sum stated in the Bid for which the Bidder offers to perform the Work described in the Bidding Documents, to which Work may be added or deleted by sums stated in Alternate Bids.

§ 1.6 An Alternate Bid (or Alternate) is an amount stated in the Bid to be added to or deducted from, or that does not change, the Base Bid if the corresponding change in the Work, as described in the Bidding Documents, is accepted.

§ 1.7 A Unit Price is an amount stated in the Bid as a price per unit of measurement for materials, equipment, or services, or a portion of the Work, as described in the Bidding Documents.

§ 1.8 A Bidder is a person or entity who submits a Bid and who meets the requirements set forth in the Bidding Documents.

§ 1.9 A Sub-bidder is a person or entity who submits a bid to a Bidder for materials, equipment, or labor for a portion of the Work.

## ARTICLE 2 BIDDER'S REPRESENTATIONS

§ 2.1 By submitting a Bid, the Bidder represents that:

- .1 the Bidder has read and understands the Bidding Documents;
- .2 the Bidder understands how the Bidding Documents relate to other portions of the Project, if any, being bid concurrently or presently under construction;
- .3 the Bid complies with the Bidding Documents;
- .4 the Bidder has visited the site, become familiar with local conditions under which the Work is to be performed, and has correlated the Bidder's observations with the requirements of the Proposed Contract Documents;
- .5 the Bid is based upon the materials, equipment, and systems required by the Bidding Documents without exception; and
- .6 the Bidder has read and understands the provisions for liquidated damages, if any, set forth in the form of Agreement between the Owner and Contractor.

## ARTICLE 3 BIDDING DOCUMENTS

### § 3.1 Distribution

§ 3.1.1 Bidders shall obtain complete Bidding Documents, as indicated below, from the issuing office designated in the advertisement or invitation to bid, for the deposit sum, if any, stated therein.

*(Indicate how, such as by email, website, host site/platform, paper copy, or other method Bidders shall obtain Bidding Documents.)*

§ 3.1.2 Any required deposit shall be refunded to Bidders who submit a bona fide Bid and return the paper Bidding Documents in good condition within ten days after receipt of Bids. The cost to replace missing or damaged paper documents will be deducted from the deposit. A Bidder receiving a Contract award may retain the paper Bidding Documents, and the Bidder's deposit will be refunded.

§ 3.1.3 Bidding Documents will not be issued directly to Sub-bidders unless specifically offered in the advertisement or invitation to bid, or in supplementary instructions to bidders.

§ 3.1.4 Bidders shall use complete Bidding Documents in preparing Bids. Neither the Owner nor Architect assumes responsibility for errors or misinterpretations resulting from the use of incomplete Bidding Documents.

§ 3.1.5 The Bidding Documents will be available for the sole purpose of obtaining Bids on the Work. No license or grant of use is conferred by distribution of the Bidding Documents.

### § 3.2 Modification or Interpretation of Bidding Documents

§ 3.2.1 The Bidder shall carefully study the Bidding Documents, shall examine the site and local conditions, and shall notify the Architect of errors, inconsistencies, or ambiguities discovered and request clarification or interpretation pursuant to Section 3.2.2.

§ 3.2.2 Requests for clarification or interpretation of the Bidding Documents shall be submitted by the Bidder in writing and shall be received by the Architect at least seven days prior to the date for receipt of Bids.  
*(Indicate how, such as by email, website, host site/platform, paper copy, or other method Bidders shall submit requests for clarification and interpretation.)*

§ 3.2.3 Modifications and interpretations of the Bidding Documents shall be made by Addendum. Modifications and interpretations of the Bidding Documents made in any other manner shall not be binding, and Bidders shall not rely upon them.

### § 3.3 Substitutions

§ 3.3.1 The materials, products, and equipment described in the Bidding Documents establish a standard of required function, dimension, appearance, and quality to be met by any proposed substitution.

#### § 3.3.2 Substitution Process

§ 3.3.2.1 Written requests for substitutions shall be received by the Architect at least ten days prior to the date for receipt of Bids. Requests shall be submitted in the same manner as that established for submitting clarifications and interpretations in Section 3.2.2.

§ 3.3.2.2 Bidders shall submit substitution requests on a Substitution Request Form if one is provided in the Bidding Documents.

§ 3.3.2.3 If a Substitution Request Form is not provided, requests shall include (1) the name of the material or equipment specified in the Bidding Documents; (2) the reason for the requested substitution; (3) a complete description of the proposed substitution including the name of the material or equipment proposed as the substitute, performance and test data, and relevant drawings; and (4) any other information necessary for an evaluation. The request shall include a statement setting forth changes in other materials, equipment, or other portions of the Work, including changes in the work of other contracts or the impact on any Project Certifications (such as LEED), that will result from incorporation of the proposed substitution.

§ 3.3.3 The burden of proof of the merit of the proposed substitution is upon the proposer. The Architect's decision of approval or disapproval of a proposed substitution shall be final.

§ 3.3.4 If the Architect approves a proposed substitution prior to receipt of Bids, such approval shall be set forth in an Addendum. Approvals made in any other manner shall not be binding, and Bidders shall not rely upon them.

§ 3.3.5 No substitutions will be considered after the Contract award unless specifically provided for in the Contract Documents.

#### § 3.4 Addenda

§ 3.4.1 Addenda will be transmitted to Bidders known by the issuing office to have received complete Bidding Documents.

*(Indicate how, such as by email, website, host site/platform, paper copy, or other method Addenda will be transmitted.)*

§ 3.4.2 Addenda will be available where Bidding Documents are on file.

§ 3.4.3 Addenda will be issued no later than four days prior to the date for receipt of Bids, except an Addendum withdrawing the request for Bids or one which includes postponement of the date for receipt of Bids.

§ 3.4.4 Prior to submitting a Bid, each Bidder shall ascertain that the Bidder has received all Addenda issued, and the Bidder shall acknowledge their receipt in the Bid.

### ARTICLE 4 BIDDING PROCEDURES

#### § 4.1 Preparation of Bids

§ 4.1.1 Bids shall be submitted on the forms included with or identified in the Bidding Documents.

§ 4.1.2 All blanks on the bid form shall be legibly executed. Paper bid forms shall be executed in a non-erasable medium.

§ 4.1.3 Sums shall be expressed in both words and numbers, unless noted otherwise on the bid form. In case of discrepancy, the amount entered in words shall govern.

§ 4.1.4 Edits to entries made on paper bid forms must be initialed by the signer of the Bid.

§ 4.1.5 All requested Alternates shall be bid. If no change in the Base Bid is required, enter “No Change” or as required by the bid form.

§ 4.1.6 Where two or more Bids for designated portions of the Work have been requested, the Bidder may, without forfeiture of the bid security, state the Bidder’s refusal to accept award of less than the combination of Bids stipulated by the Bidder. The Bidder shall neither make additional stipulations on the bid form nor qualify the Bid in any other manner.

§ 4.1.7 Each copy of the Bid shall state the legal name and legal status of the Bidder. As part of the documentation submitted with the Bid, the Bidder shall provide evidence of its legal authority to perform the Work in the jurisdiction where the Project is located. Each copy of the Bid shall be signed by the person or persons legally authorized to bind the Bidder to a contract. A Bid by a corporation shall further name the state of incorporation and have the corporate seal affixed. A Bid submitted by an agent shall have a current power of attorney attached, certifying the agent’s authority to bind the Bidder.

§ 4.1.8 A Bidder shall incur all costs associated with the preparation of its Bid.

#### § 4.2 Bid Security

§ 4.2.1 Each Bid shall be accompanied by the following bid security:

*(Insert the form and amount of bid security.)*

**§ 4.2.2** The Bidder pledges to enter into a Contract with the Owner on the terms stated in the Bid and shall, if required, furnish bonds covering the faithful performance of the Contract and payment of all obligations arising thereunder. Should the Bidder refuse to enter into such Contract or fail to furnish such bonds if required, the amount of the bid security shall be forfeited to the Owner as liquidated damages, not as a penalty. In the event the Owner fails to comply with Section 6.2, the amount of the bid security shall not be forfeited to the Owner.

**§ 4.2.3** If a surety bond is required as bid security, it shall be written on AIA Document A310™, Bid Bond, unless otherwise provided in the Bidding Documents. The attorney-in-fact who executes the bond on behalf of the surety shall affix to the bond a certified and current copy of an acceptable power of attorney. The Bidder shall provide surety bonds from a company or companies lawfully authorized to issue surety bonds in the jurisdiction where the Project is located.

**§ 4.2.4** The Owner will have the right to retain the bid security of Bidders to whom an award is being considered until (a) the Contract has been executed and bonds, if required, have been furnished; (b) the specified time has elapsed so that Bids may be withdrawn; or (c) all Bids have been rejected. However, if no Contract has been awarded or a Bidder has not been notified of the acceptance of its Bid, a Bidder may, beginning \_\_\_\_\_ days after the opening of Bids, withdraw its Bid and request the return of its bid security.

#### **§ 4.3 Submission of Bids**

**§ 4.3.1** A Bidder shall submit its Bid as indicated below:

*(Indicate how, such as by website, host site/platform, paper copy, or other method Bidders shall submit their Bid.)*

**§ 4.3.2** Paper copies of the Bid, the bid security, and any other documents required to be submitted with the Bid shall be enclosed in a sealed opaque envelope. The envelope shall be addressed to the party receiving the Bids and shall be identified with the Project name, the Bidder's name and address, and, if applicable, the designated portion of the Work for which the Bid is submitted. If the Bid is sent by mail, the sealed envelope shall be enclosed in a separate mailing envelope with the notation "SEALED BID ENCLOSED" on the face thereof.

**§ 4.3.3** Bids shall be submitted by the date and time and at the place indicated in the invitation to bid. Bids submitted after the date and time for receipt of Bids, or at an incorrect place, will not be accepted.

**§ 4.3.4** The Bidder shall assume full responsibility for timely delivery at the location designated for receipt of Bids.

**§ 4.3.5** A Bid submitted by any method other than as provided in this Section 4.3 will not be accepted.

#### **§ 4.4 Modification or Withdrawal of Bid**

**§ 4.4.1** Prior to the date and time designated for receipt of Bids, a Bidder may submit a new Bid to replace a Bid previously submitted, or withdraw its Bid entirely, by notice to the party designated to receive the Bids. Such notice shall be received and duly recorded by the receiving party on or before the date and time set for receipt of Bids. The receiving party shall verify that replaced or withdrawn Bids are removed from the other submitted Bids and not considered. Notice of submission of a replacement Bid or withdrawal of a Bid shall be worded so as not to reveal the amount of the original Bid.

**§ 4.4.2** Withdrawn Bids may be resubmitted up to the date and time designated for the receipt of Bids in the same format as that established in Section 4.3, provided they fully conform with these Instructions to Bidders. Bid security shall be in an amount sufficient for the Bid as resubmitted.

**§ 4.4.3** After the date and time designated for receipt of Bids, a Bidder who discovers that it made a clerical error in its Bid shall notify the Architect of such error within two days, or pursuant to a timeframe specified by the law of the jurisdiction where the Project is located, requesting withdrawal of its Bid. Upon providing evidence of such error to the reasonable satisfaction of the Architect, the Bid shall be withdrawn and not resubmitted. If a Bid is withdrawn pursuant to this Section 4.4.3, the bid security will be attended to as follows:

*(State the terms and conditions, such as Bid rank, for returning or retaining the bid security.)*

## **ARTICLE 5 CONSIDERATION OF BIDS**

### **§ 5.1 Opening of Bids**

If stipulated in an advertisement or invitation to bid, or when otherwise required by law, Bids properly identified and received within the specified time limits will be publicly opened and read aloud. A summary of the Bids may be made available to Bidders.

### **§ 5.2 Rejection of Bids**

Unless otherwise prohibited by law, the Owner shall have the right to reject any or all Bids.

### **§ 5.3 Acceptance of Bid (Award)**

**§ 5.3.1** It is the intent of the Owner to award a Contract to the lowest responsive and responsible Bidder, provided the Bid has been submitted in accordance with the requirements of the Bidding Documents. Unless otherwise prohibited by law, the Owner shall have the right to waive informalities and irregularities in a Bid received and to accept the Bid which, in the Owner's judgment, is in the Owner's best interests.

**§ 5.3.2** Unless otherwise prohibited by law, the Owner shall have the right to accept Alternates in any order or combination, unless otherwise specifically provided in the Bidding Documents, and to determine the lowest responsive and responsible Bidder on the basis of the sum of the Base Bid and Alternates accepted.

## **ARTICLE 6 POST-BID INFORMATION**

### **§ 6.1 Contractor's Qualification Statement**

Bidders to whom award of a Contract is under consideration shall submit to the Architect, upon request and within the timeframe specified by the Architect, a properly executed AIA Document A305™, Contractor's Qualification Statement, unless such a Statement has been previously required and submitted for this Bid.

### **§ 6.2 Owner's Financial Capability**

A Bidder to whom award of a Contract is under consideration may request in writing, fourteen days prior to the expiration of the time for withdrawal of Bids, that the Owner furnish to the Bidder reasonable evidence that financial arrangements have been made to fulfill the Owner's obligations under the Contract. The Owner shall then furnish such reasonable evidence to the Bidder no later than seven days prior to the expiration of the time for withdrawal of Bids. Unless such reasonable evidence is furnished within the allotted time, the Bidder will not be required to execute the Agreement between the Owner and Contractor.

### **§ 6.3 Submittals**

**§ 6.3.1** After notification of selection for the award of the Contract, the Bidder shall, as soon as practicable or as stipulated in the Bidding Documents, submit in writing to the Owner through the Architect:

- .1 a designation of the Work to be performed with the Bidder's own forces;
- .2 names of the principal products and systems proposed for the Work and the manufacturers and suppliers of each; and
- .3 names of persons or entities (including those who are to furnish materials or equipment fabricated to a special design) proposed for the principal portions of the Work.

**§ 6.3.2** The Bidder will be required to establish to the satisfaction of the Architect and Owner the reliability and responsibility of the persons or entities proposed to furnish and perform the Work described in the Bidding Documents.

**§ 6.3.3** Prior to the execution of the Contract, the Architect will notify the Bidder if either the Owner or Architect, after due investigation, has reasonable objection to a person or entity proposed by the Bidder. If the Owner or Architect has reasonable objection to a proposed person or entity, the Bidder may, at the Bidder's option, withdraw the Bid or submit an acceptable substitute person or entity. The Bidder may also submit any required adjustment in the Base Bid or Alternate Bid to account for the difference in cost occasioned by such substitution. The Owner may accept the adjusted bid price or disqualify the Bidder. In the event of either withdrawal or disqualification, bid security will not be forfeited.

**§ 6.3.4** Persons and entities proposed by the Bidder and to whom the Owner and Architect have made no reasonable objection must be used on the Work for which they were proposed and shall not be changed except with the written consent of the Owner and Architect.

## ARTICLE 7 PERFORMANCE BOND AND PAYMENT BOND

### § 7.1 Bond Requirements

§ 7.1.1 If stipulated in the Bidding Documents, the Bidder shall furnish bonds covering the faithful performance of the Contract and payment of all obligations arising thereunder.

§ 7.1.2 If the furnishing of such bonds is stipulated in the Bidding Documents, the cost shall be included in the Bid. If the furnishing of such bonds is required after receipt of bids and before execution of the Contract, the cost of such bonds shall be added to the Bid in determining the Contract Sum.

§ 7.1.3 The Bidder shall provide surety bonds from a company or companies lawfully authorized to issue surety bonds in the jurisdiction where the Project is located.

§ 7.1.4 Unless otherwise indicated below, the Penal Sum of the Payment and Performance Bonds shall be the amount of the Contract Sum.

*(If Payment or Performance Bonds are to be in an amount other than 100% of the Contract Sum, indicate the dollar amount or percentage of the Contract Sum.)*

### § 7.2 Time of Delivery and Form of Bonds

§ 7.2.1 The Bidder shall deliver the required bonds to the Owner not later than three days following the date of execution of the Contract. If the Work is to commence sooner in response to a letter of intent, the Bidder shall, prior to commencement of the Work, submit evidence satisfactory to the Owner that such bonds will be furnished and delivered in accordance with this Section 7.2.1.

§ 7.2.2 Unless otherwise provided, the bonds shall be written on AIA Document A312, Performance Bond and Payment Bond.

§ 7.2.3 The bonds shall be dated on or after the date of the Contract.

§ 7.2.4 The Bidder shall require the attorney-in-fact who executes the required bonds on behalf of the surety to affix to the bond a certified and current copy of the power of attorney.

## ARTICLE 8 ENUMERATION OF THE PROPOSED CONTRACT DOCUMENTS

§ 8.1 Copies of the proposed Contract Documents have been made available to the Bidder and consist of the following documents:

- .1 AIA Document A101™–2017, Standard Form of Agreement Between Owner and Contractor, unless otherwise stated below.  
*(Insert the complete AIA Document number, including year, and Document title.)*
- .2 AIA Document A101™–2017, Exhibit A, Insurance and Bonds, unless otherwise stated below.  
*(Insert the complete AIA Document number, including year, and Document title.)*
- .3 AIA Document A201™–2017, General Conditions of the Contract for Construction, unless otherwise stated below.  
*(Insert the complete AIA Document number, including year, and Document title.)*
- .4 AIA Document E203™–2013, Building Information Modeling and Digital Data Exhibit, dated as indicated below:  
*(Insert the date of the E203-2013.)*

.5 Drawings

Number	Title	Date
--------	-------	------

.6 Specifications

Section	Title	Date	Pages
---------	-------	------	-------

.7 Addenda:

Number	Date	Pages
--------	------	-------

.8 Other Exhibits:

*(Check all boxes that apply and include appropriate information identifying the exhibit where required.)*

AIA Document E204™–2017, Sustainable Projects Exhibit, dated as indicated below:  
*(Insert the date of the E204-2017.)*

The Sustainability Plan:

Title	Date	Pages
-------	------	-------

Supplementary and other Conditions of the Contract:

Document	Title	Date	Pages
----------	-------	------	-------

.9 Other documents listed below:

*(List here any additional documents that are intended to form part of the Proposed Contract Documents.)*

A105-2017 – Standard Short Form of Agreement Between Owner & Contractor



# AIA<sup>®</sup> Document A105<sup>™</sup> – 2017

## Standard Short Form of Agreement Between Owner and Contractor

AGREEMENT made as of the \_\_\_\_\_ day of \_\_\_\_\_ in the year \_\_\_\_\_  
(In words, indicate day, month and year.)

BETWEEN the Owner:  
(Name, legal status, address and other information)

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

and the Contractor:  
(Name, legal status, address and other information)

for the following Project:  
(Name, location and detailed description)

The Architect:  
(Name, legal status, address and other information)

The Owner and Contractor agree as follows.

**TABLE OF ARTICLES**

- 1 THE CONTRACT DOCUMENTS
- 2 DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION
- 3 CONTRACT SUM
- 4 PAYMENTS
- 5 INSURANCE
- 6 GENERAL PROVISIONS
- 7 OWNER
- 8 CONTRACTOR
- 9 ARCHITECT
- 10 CHANGES IN THE WORK
- 11 TIME
- 12 PAYMENTS AND COMPLETION
- 13 PROTECTION OF PERSONS AND PROPERTY
- 14 CORRECTION OF WORK
- 15 MISCELLANEOUS PROVISIONS
- 16 TERMINATION OF THE CONTRACT
- 17 OTHER TERMS AND CONDITIONS

**ARTICLE 1 THE CONTRACT DOCUMENTS**

The Contractor shall complete the Work described in the Contract Documents for the Project. The Contract Documents consist of

- .1 this Agreement signed by the Owner and Contractor;
- .2 the drawings and specifications prepared by the Architect, dated \_\_\_\_\_, and enumerated as follows:

Drawings:  
**Number**

**Title**

**Date**

Specifications:  
**Section**

**Title**

**Pages**

.3 addenda prepared by the Architect as follows:

Number	Date	Pages
--------	------	-------

.4 written orders for changes in the Work, pursuant to Article 10, issued after execution of this Agreement; and

.5 other documents, if any, identified as follows:

## ARTICLE 2 DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION

§ 2.1 The Contract Time is the number of calendar days available to the Contractor to substantially complete the Work.

### § 2.2 Date of Commencement:

Unless otherwise set forth below, the date of commencement shall be the date of this Agreement.  
(Insert the date of commencement if other than the date of this Agreement.)

### § 2.3 Substantial Completion:

Subject to adjustments of the Contract Time as provided in the Contract Documents, the Contractor shall achieve Substantial Completion, as defined in Section 12.5, of the entire Work:  
(Check the appropriate box and complete the necessary information.)

Not later than ( ) calendar days from the date of commencement.

By the following date:

## ARTICLE 3 CONTRACT SUM

§ 3.1 The Contract Sum shall include all items and services necessary for the proper execution and completion of the Work. Subject to additions and deductions in accordance with Article 10, the Contract Sum is: (\$ )

§ 3.2 For purposes of payment, the Contract Sum includes the following values related to portions of the Work:  
(Itemize the Contract Sum among the major portions of the Work.)

Portion of the Work	Value
---------------------	-------

§ 3.3 The Contract Sum is based upon the following alternates, if any, which are described in the Contract Documents and hereby accepted by the Owner:

(Identify the accepted alternates. If the bidding or proposal documents permit the Owner to accept other alternates subsequent to the execution of this Agreement, attach a schedule of such other alternates showing the amount for each and the date when that amount expires.)

§ 3.4 Allowances, if any, included in the Contract Sum are as follows:  
(Identify each allowance.)

Item	Price
------	-------

§ 3.5 Unit prices, if any, are as follows:  
(Identify the item and state the unit price and quantity limitations, if any, to which the unit price will be applicable.)

Item	Units and Limitations	Price per Unit (\$0.00)
------	-----------------------	-------------------------

#### ARTICLE 4 PAYMENTS

§ 4.1 Based on Contractor's Applications for Payment certified by the Architect, the Owner shall pay the Contractor, in accordance with Article 12, as follows:  
(Insert below timing for payments and provisions for withholding retainage, if any.)

§ 4.2 Payments due and unpaid under the Contract Documents shall bear interest from the date payment is due at the rate below, or in the absence thereof, at the legal rate prevailing at the place of the Project.  
(Insert rate of interest agreed upon, if any.)

%

#### ARTICLE 5 INSURANCE

§ 5.1 The Contractor shall maintain the following types and limits of insurance until the expiration of the period for correction of Work as set forth in Section 14.2, subject to the terms and conditions set forth in this Section 5.1:

§ 5.1.1 Commercial General Liability insurance for the Project, written on an occurrence form, with policy limits of not less than (\$ ) each occurrence, (\$ ) general aggregate, and (\$ ) aggregate for products-completed operations hazard.

§ 5.1.2 Automobile Liability covering vehicles owned, and non-owned vehicles used, by the Contractor, with policy limits of not less than (\$ ) per accident, for bodily injury, death of any person, and property damage arising out of the ownership, maintenance, and use of those motor vehicles along with any other statutorily required automobile coverage.

§ 5.1.3 The Contractor may achieve the required limits and coverage for Commercial General Liability and Automobile Liability through a combination of primary and excess or umbrella liability insurance, provided that such primary and excess or umbrella insurance policies result in the same or greater coverage as those required under Section 5.1.1 and 5.1.2, and in no event shall any excess or umbrella liability insurance provide narrower coverage than the primary policy. The excess policy shall not require exhaustion of the underlying limits only through the actual payment by the underlying insurers.

§ 5.1.4 Workers' Compensation at statutory limits.

§ 5.1.5 Employers' Liability with policy limits not less than (\$ ) each accident, (\$ ) each employee, and (\$ ) policy limit.

§ 5.1.6 The Contractor shall provide builder's risk insurance to cover the total value of the entire Project on a replacement cost basis.

**§ 5.1.7 Other Insurance Provided by the Contractor**

*(List below any other insurance coverage to be provided by the Contractor and any applicable limits.)*

**Coverage**

**Limits**

§ 5.2 The Owner shall be responsible for purchasing and maintaining the Owner's usual liability insurance and shall provide property insurance to cover the value of the Owner's property. The Contractor is entitled to receive an increase in the Contract Sum equal to the insurance proceeds related to a loss for damage to the Work covered by the Owner's property insurance.

§ 5.3 The Contractor shall obtain an endorsement to its Commercial General Liability insurance policy to provide coverage for the Contractor's obligations under Section 8.12.

§ 5.4 Prior to commencement of the Work, each party shall provide certificates of insurance showing their respective coverages.

§ 5.5 Unless specifically precluded by the Owner's property insurance policy, the Owner and Contractor waive all rights against (1) each other and any of their subcontractors, suppliers, agents, and employees, each of the other; and (2) the Architect, Architect's consultants, and any of their agents and employees, for damages caused by fire or other causes of loss to the extent those losses are covered by property insurance or other insurance applicable to the Project, except such rights as they have to the proceeds of such insurance.

**ARTICLE 6 GENERAL PROVISIONS**

**§ 6.1 The Contract**

The Contract represents the entire and integrated agreement between the parties and supersedes prior negotiations, representations or agreements, either written or oral. The Contract may be amended or modified only by a written modification in accordance with Article 10.

**§ 6.2 The Work**

The term "Work" means the construction and services required by the Contract Documents, and includes all other labor, materials, equipment, and services provided, or to be provided, by the Contractor to fulfill the Contractor's obligations.

**§ 6.3 Intent**

The intent of the Contract Documents is to include all items necessary for the proper execution and completion of the Work by the Contractor. The Contract Documents are complementary, and what is required by one shall be as binding as if required by all.

**§ 6.4 Ownership and Use of Architect's Drawings, Specifications and Other Documents**

Documents prepared by the Architect are instruments of the Architect's service for use solely with respect to this Project. The Architect shall retain all common law, statutory, and other reserved rights, including the copyright. The Contractor, subcontractors, sub-subcontractors, and suppliers are authorized to use and reproduce the instruments of service solely and exclusively for execution of the Work. The instruments of service may not be used for other Projects or for additions to this Project outside the scope of the Work without the specific written consent of the Architect.

## **§ 6.5 Electronic Notice**

Written notice under this Agreement may be given by one party to the other by email as set forth below.

*(Insert requirements for delivering written notice by email such as name, title, and email address of the recipient, and whether and how the system will be required to generate a read receipt for the transmission.)*

## **ARTICLE 7 OWNER**

### **§ 7.1 Information and Services Required of the Owner**

**§ 7.1.1** If requested by the Contractor, the Owner shall furnish all necessary surveys and a legal description of the site.

**§ 7.1.2** Except for permits and fees under Section 8.7.1 that are the responsibility of the Contractor, the Owner shall obtain and pay for other necessary approvals, easements, assessments, and charges.

**§ 7.1.3** Prior to commencement of the Work, at the written request of the Contractor, the Owner shall furnish to the Contractor reasonable evidence that the Owner has made financial arrangements to fulfill the Owner's obligations under the Contract. The Contractor shall have no obligation to commence the Work until the Owner provides such evidence.

### **§ 7.2 Owner's Right to Stop the Work**

If the Contractor fails to correct Work which is not in accordance with the Contract Documents, the Owner may direct the Contractor in writing to stop the Work until the correction is made.

### **§ 7.3 Owner's Right to Carry Out the Work**

If the Contractor defaults or neglects to carry out the Work in accordance with the Contract Documents and fails within a seven day period after receipt of written notice from the Owner to commence and continue correction of such default or neglect with diligence and promptness, the Owner may, without prejudice to other remedies, correct such deficiencies. In such case, the Architect may withhold or nullify a Certificate for Payment in whole or in part, to the extent reasonably necessary to reimburse the Owner for the cost of correction, provided the actions of the Owner and amounts charged to the Contractor were approved by the Architect.

### **§ 7.4 Owner's Right to Perform Construction and to Award Separate Contracts**

**§ 7.4.1** The Owner reserves the right to perform construction or operations related to the Project with the Owner's own forces, and to award separate contracts in connection with other portions of the Project.

**§ 7.4.2** The Contractor shall coordinate and cooperate with the Owner's own forces and separate contractors employed by the Owner.

## **ARTICLE 8 CONTRACTOR**

### **§ 8.1 Review of Contract Documents and Field Conditions by Contractor**

**§ 8.1.1** Execution of the Contract by the Contractor is a representation that the Contractor has visited the site, become familiar with local conditions under which the Work is to be performed, and correlated personal observations with requirements of the Contract Documents.

**§ 8.1.2** The Contractor shall carefully study and compare the Contract Documents with each other and with information furnished by the Owner. Before commencing activities, the Contractor shall (1) take field measurements and verify field conditions; (2) carefully compare this and other information known to the Contractor with the Contract Documents; and (3) promptly report errors, inconsistencies, or omissions discovered to the Architect.

### **§ 8.2 Contractor's Construction Schedule**

The Contractor, promptly after being awarded the Contract, shall prepare and submit for the Owner's and Architect's information a Contractor's construction schedule for the Work.

### **§ 8.3 Supervision and Construction Procedures**

**§ 8.3.1** The Contractor shall supervise and direct the Work using the Contractor's best skill and attention. The Contractor shall be solely responsible for and have control over construction means, methods, techniques, sequences, and procedures, and for coordinating all portions of the Work.

**§ 8.3.2** The Contractor, as soon as practicable after award of the Contract, shall furnish in writing to the Owner, through the Architect, the names of subcontractors or suppliers for each portion of the Work. The Contractor shall not contract with any subcontractor or supplier to whom the Owner or Architect have made a timely and reasonable objection.

#### **§ 8.4 Labor and Materials**

**§ 8.4.1** Unless otherwise provided in the Contract Documents, the Contractor shall provide and pay for labor, materials, equipment, tools, utilities, transportation, and other facilities and services necessary for proper execution and completion of the Work.

**§ 8.4.2** The Contractor shall enforce strict discipline and good order among the Contractor's employees and other persons carrying out the Contract Work. The Contractor shall not permit employment of unfit persons or persons not skilled in tasks assigned to them.

#### **§ 8.5 Warranty**

The Contractor warrants to the Owner and Architect that: (1) materials and equipment furnished under the Contract will be new and of good quality unless otherwise required or permitted by the Contract Documents; (2) the Work will be free from defects not inherent in the quality required or permitted; and (3) the Work will conform to the requirements of the Contract Documents. Any material or equipment warranties required by the Contract Documents shall be issued in the name of the Owner, or shall be transferable to the Owner, and shall commence in accordance with Section 12.5.

#### **§ 8.6 Taxes**

The Contractor shall pay sales, consumer, use, and similar taxes that are legally required when the Contract is executed.

#### **§ 8.7 Permits, Fees and Notices**

**§ 8.7.1** The Contractor shall obtain and pay for the building permit and other permits and governmental fees, licenses, and inspections necessary for proper execution and completion of the Work.

**§ 8.7.2** The Contractor shall comply with and give notices required by agencies having jurisdiction over the Work. If the Contractor performs Work knowing it to be contrary to applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of public authorities, the Contractor shall assume full responsibility for such Work and shall bear the attributable costs. The Contractor shall promptly notify the Architect in writing of any known inconsistencies in the Contract Documents with such governmental laws, rules, and regulations.

#### **§ 8.8 Submittals**

The Contractor shall promptly review, approve in writing, and submit to the Architect shop drawings, product data, samples, and similar submittals required by the Contract Documents. Shop drawings, product data, samples, and similar submittals are not Contract Documents.

#### **§ 8.9 Use of Site**

The Contractor shall confine operations at the site to areas permitted by law, ordinances, permits, the Contract Documents, and the Owner.

#### **§ 8.10 Cutting and Patching**

The Contractor shall be responsible for cutting, fitting, or patching required to complete the Work or to make its parts fit together properly.

#### **§ 8.11 Cleaning Up**

The Contractor shall keep the premises and surrounding area free from accumulation of debris and trash related to the Work. At the completion of the Work, the Contractor shall remove its tools, construction equipment, machinery, and surplus material; and shall properly dispose of waste materials.

#### **§ 8.12 Indemnification**

To the fullest extent permitted by law, the Contractor shall indemnify and hold harmless the Owner, Architect, Architect's consultants, and agents and employees of any of them, from and against claims, damages, losses and expenses, including but not limited to attorneys' fees, arising out of or resulting from performance of the Work, provided that such claim, damage, loss, or expense is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than the Work itself), but only to the extent caused by the negligent acts or omissions of the Contractor, a subcontractor, anyone directly or indirectly employed by them or anyone for whose acts

they may be liable, regardless of whether or not such claim, damage, loss or expense is caused in part by a party indemnified hereunder.

## **ARTICLE 9 ARCHITECT**

§ 9.1 The Architect will provide administration of the Contract as described in the Contract Documents. The Architect will have authority to act on behalf of the Owner only to the extent provided in the Contract Documents.

§ 9.2 The Architect will visit the site at intervals appropriate to the stage of construction to become generally familiar with the progress and quality of the Work.

§ 9.3 The Architect will not have control over or charge of, and will not be responsible for, construction means, methods, techniques, sequences, or procedures, or for safety precautions and programs in connection with the Work, since these are solely the Contractor's responsibility. The Architect will not be responsible for the Contractor's failure to carry out the Work in accordance with the Contract Documents.

§ 9.4 Based on the Architect's observations and evaluations of the Contractor's Applications for Payment, the Architect will review and certify the amounts due the Contractor.

§ 9.5 The Architect has authority to reject Work that does not conform to the Contract Documents.

§ 9.6 The Architect will promptly review and approve or take appropriate action upon Contractor's submittals, but only for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents.

§ 9.7 On written request from either the Owner or Contractor, the Architect will promptly interpret and decide matters concerning performance under, and requirements of, the Contract Documents.

§ 9.8 Interpretations and decisions of the Architect will be consistent with the intent of, and reasonably inferable from the Contract Documents, and will be in writing or in the form of drawings. When making such interpretations and decisions, the Architect will endeavor to secure faithful performance by both Owner and Contractor, will not show partiality to either and will not be liable for results of interpretations or decisions rendered in good faith.

§ 9.9 The Architect's duties, responsibilities, and limits of authority as described in the Contract Documents shall not be changed without written consent of the Owner, Contractor, and Architect. Consent shall not be unreasonably withheld.

## **ARTICLE 10 CHANGES IN THE WORK**

§ 10.1 The Owner, without invalidating the Contract, may order changes in the Work within the general scope of the Contract, consisting of additions, deletions or other revisions, and the Contract Sum and Contract Time shall be adjusted accordingly, in writing. If the Owner and Contractor cannot agree to a change in the Contract Sum, the Owner shall pay the Contractor its actual cost plus reasonable overhead and profit.

§ 10.2 The Architect may authorize or order minor changes in the Work that are consistent with the intent of the Contract Documents and do not involve an adjustment in the Contract Sum or an extension of the Contract Time. Such authorization or order shall be in writing and shall be binding on the Owner and Contractor. The Contractor shall proceed with such minor changes promptly.

§ 10.3 If concealed or unknown physical conditions are encountered at the site that differ materially from those indicated in the Contract Documents or from those conditions ordinarily found to exist, the Contract Sum and Contract Time shall be subject to equitable adjustment.

## **ARTICLE 11 TIME**

§ 11.1 Time limits stated in the Contract Documents are of the essence of the Contract.

§ 11.2 If the Contractor is delayed at any time in progress of the Work by changes ordered in the Work, or by labor disputes, fire, unusual delay in deliveries, unavoidable casualties, or other causes beyond the Contractor's control, the Contract Time shall be subject to equitable adjustment.

§ 11.3 Costs caused by delays or by improperly timed activities or defective construction shall be borne by the responsible party.

## **ARTICLE 12 PAYMENTS AND COMPLETION**

### **§ 12.1 Contract Sum**

The Contract Sum stated in this Agreement, including authorized adjustments, is the total amount payable by the Owner to the Contractor for performance of the Work under the Contract Documents.

### **§ 12.2 Applications for Payment**

**§ 12.2.1** At least ten days before the date established for each progress payment, the Contractor shall submit to the Architect an itemized Application for Payment for Work completed in accordance with the values stated in this Agreement. The Application shall be supported by data substantiating the Contractor's right to payment as the Owner or Architect may reasonably require, such as evidence of payments made to, and waivers of liens from, subcontractors and suppliers. Payments shall be made on account of materials and equipment delivered and suitably stored at the site for subsequent incorporation in the Work. If approved in advance by the Owner, payment may similarly be made for materials and equipment stored, and protected from damage, off the site at a location agreed upon in writing.

**§ 12.2.2** The Contractor warrants that title to all Work covered by an Application for Payment will pass to the Owner no later than the time of payment. The Contractor further warrants that upon submittal of an Application for Payment, all Work for which Certificates for Payment have been previously issued and payments received from the Owner shall, to the best of the Contractor's knowledge, information, and belief, be free and clear of liens, claims, security interests, or other encumbrances adverse to the Owner's interests.

### **§ 12.3 Certificates for Payment**

The Architect will, within seven days after receipt of the Contractor's Application for Payment, either (1) issue to the Owner a Certificate for Payment in the full amount of the Application for Payment, with a copy to the Contractor; (2) issue to the Owner a Certificate for Payment for such amount as the Architect determines is properly due, and notify the Contractor and Owner in writing of the Architect's reasons for withholding certification in part; or (3) withhold certification of the entire Application for Payment, and notify the Contractor and Owner of the Architect's reason for withholding certification in whole. If certification or notification is not made within such seven day period, the Contractor may, upon seven additional days' written notice to the Owner and Architect, stop the Work until payment of the amount owing has been received. The Contract Time and the Contract Sum shall be equitably adjusted due to the delay.

### **§ 12.4 Progress Payments**

**§ 12.4.1** After the Architect has issued a Certificate for Payment, the Owner shall make payment in the manner provided in the Contract Documents.

**§ 12.4.2** The Contractor shall promptly pay each subcontractor and supplier, upon receipt of payment from the Owner, an amount determined in accordance with the terms of the applicable subcontracts and purchase orders.

**§ 12.4.3** Neither the Owner nor the Architect shall have responsibility for payments to a subcontractor or supplier.

**§ 12.4.4** A Certificate for Payment, a progress payment, or partial or entire use or occupancy of the Project by the Owner shall not constitute acceptance of Work not in accordance with the requirements of the Contract Documents.

### **§ 12.5 Substantial Completion**

**§ 12.5.1** Substantial Completion is the stage in the progress of the Work when the Work or designated portion thereof is sufficiently complete in accordance with the Contract Documents so the Owner can occupy or utilize the Work for its intended use.

**§ 12.5.2** When the Contractor believes that the Work or designated portion thereof is substantially complete, it will notify the Architect and the Architect will make an inspection to determine whether the Work is substantially complete. When the Architect determines that the Work is substantially complete, the Architect shall prepare a Certificate of Substantial Completion that shall establish the date of Substantial Completion, establish the responsibilities of the Owner and Contractor, and fix the time within which the Contractor shall finish all items on the list accompanying the Certificate. Warranties required by the Contract Documents shall commence on the date of Substantial Completion of the Work or designated portion thereof unless otherwise provided in the Certificate of Substantial Completion.

## **§ 12.6 Final Completion and Final Payment**

**§ 12.6.1** Upon receipt of a final Application for Payment, the Architect will inspect the Work. When the Architect finds the Work acceptable and the Contract fully performed, the Architect will promptly issue a final Certificate for Payment.

**§ 12.6.2** Final payment shall not become due until the Contractor submits to the Architect releases and waivers of liens, and data establishing payment or satisfaction of obligations, such as receipts, claims, security interests, or encumbrances arising out of the Contract.

**§ 12.6.3** Acceptance of final payment by the Contractor, a subcontractor or supplier shall constitute a waiver of claims by that payee except those previously made in writing and identified by that payee as unsettled at the time of final Application for Payment.

## **ARTICLE 13 PROTECTION OF PERSONS AND PROPERTY**

The Contractor shall be responsible for initiating, maintaining and supervising all safety precautions and programs, including all those required by law in connection with performance of the Contract. The Contractor shall take reasonable precautions to prevent damage, injury, or loss to employees on the Work and other persons who may be affected thereby, the Work and materials and equipment to be incorporated therein, and other property at the site or adjacent thereto. The Contractor shall promptly remedy damage and loss to property caused in whole or in part by the Contractor, or by anyone for whose acts the Contractor may be liable.

## **ARTICLE 14 CORRECTION OF WORK**

**§ 14.1** The Contractor shall promptly correct Work rejected by the Architect as failing to conform to the requirements of the Contract Documents. The Contractor shall bear the cost of correcting such rejected Work, including the costs of uncovering, replacement, and additional testing.

**§ 14.2** In addition to the Contractor's other obligations including warranties under the Contract, the Contractor shall, for a period of one year after Substantial Completion, correct work not conforming to the requirements of the Contract Documents.

**§ 14.3** If the Contractor fails to correct nonconforming Work within a reasonable time, the Owner may correct it in accordance with Section 7.3.

## **ARTICLE 15 MISCELLANEOUS PROVISIONS**

### **§ 15.1 Assignment of Contract**

Neither party to the Contract shall assign the Contract as a whole without written consent of the other.

### **§ 15.2 Tests and Inspections**

**§ 15.2.1** At the appropriate times, the Contractor shall arrange and bear cost of tests, inspections, and approvals of portions of the Work required by the Contract Documents or by laws, statutes, ordinances, codes, rules and regulations, or lawful orders of public authorities.

**§ 15.2.2** If the Architect requires additional testing, the Contractor shall perform those tests.

**§ 15.2.3** The Owner shall bear cost of tests, inspections, or approvals that do not become requirements until after the Contract is executed. The Owner shall directly arrange and pay for tests, inspections, or approvals where building codes or applicable laws or regulations so require.

### **§ 15.3 Governing Law**

The Contract shall be governed by the law of the place where the Project is located, excluding that jurisdiction's choice of law rules.

## **ARTICLE 16 TERMINATION OF THE CONTRACT**

### **§ 16.1 Termination by the Contractor**

If the Work is stopped under Section 12.3 for a period of 14 days through no fault of the Contractor, the Contractor may, upon seven additional days' written notice to the Owner and Architect, terminate the Contract and recover from the Owner payment for Work executed including reasonable overhead and profit, and costs incurred by reason of such termination.

**§ 16.2 Termination by the Owner for Cause**

**§ 16.2.1** The Owner may terminate the Contract if the Contractor

- .1 repeatedly refuses or fails to supply enough properly skilled workers or proper materials;
- .2 fails to make payment to subcontractors for materials or labor in accordance with the respective agreements between the Contractor and the subcontractors;
- .3 repeatedly disregards applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of a public authority; or
- .4 is otherwise guilty of substantial breach of a provision of the Contract Documents.

**§ 16.2.2** When any of the above reasons exist, the Owner, after consultation with the Architect, may without prejudice to any other rights or remedies of the Owner and after giving the Contractor and the Contractor's surety, if any, seven days' written notice, terminate employment of the Contractor and may

- .1 take possession of the site and of all materials thereon owned by the Contractor, and
- .2 finish the Work by whatever reasonable method the Owner may deem expedient.

**§ 16.2.3** When the Owner terminates the Contract for one of the reasons stated in Section 16.2.1, the Contractor shall not be entitled to receive further payment until the Work is finished.

**§ 16.2.4** If the unpaid balance of the Contract Sum exceeds costs of finishing the Work, such excess shall be paid to the Contractor. If such costs exceed the unpaid balance, the Contractor shall pay the difference to the Owner. This obligation for payment shall survive termination of the Contract.

**§ 16.3 Termination by the Owner for Convenience**

The Owner may, at any time, terminate the Contract for the Owner's convenience and without cause. The Contractor shall be entitled to receive payment for Work executed, and costs incurred by reason of such termination, along with reasonable overhead and profit on the Work not executed.

**ARTICLE 17 OTHER TERMS AND CONDITIONS**

*(Insert any other terms or conditions below.)*

This Agreement entered into as of the day and year first written above.

*(If required by law, insert cancellation period, disclosures or other warning statements above the signatures.)*

\_\_\_\_\_  
**OWNER** *(Signature)*

\_\_\_\_\_  
*(Printed name and title)*

\_\_\_\_\_  
**CONTRACTOR** *(Signature)*

\_\_\_\_\_  
*(Printed name and title)*

LICENSE NO.:  
JURISDICTION:

CDBG Required Contract Documents

## FEDERAL HOUSING AND URBAN DEVELOPMENT

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

Contractor means an entity that receives a contract.

The services performed by the awarded Contractor shall be in compliance with all applicable grantor regulations/requirements, and additional requirements specified in this document. It shall be the awarded Contractor's responsibility to acquire and utilize the necessary manuals and guidelines that apply to the work required to complete this project. In general,

- 1) The contractor (including all subcontractors) must insert these contract provisions in each lower tier contracts ( e.g., subcontract or sub-agreement);
- 2) The contractor (or subcontractor) must incorporate the applicable requirements of these contract provisions by reference for work done under any purchase orders, rental agreements and other agreements for supplies or services;
- 3) The prime contractor is responsible for compliance with these contract provisions by any subcontractor, lower-tier subcontractor, or service provider.

<input checked="" type="checkbox"/>	1.	Access to Records
<input checked="" type="checkbox"/>	2.	Administrative, Contractual or Legal Remedies
<input checked="" type="checkbox"/>	3.	Conflict of Interest
<input checked="" type="checkbox"/>	4.	Debarment
<input checked="" type="checkbox"/>	5.	Domestic Preference
<input checked="" type="checkbox"/>	6.	Energy Efficiency
<input checked="" type="checkbox"/>	7.	Environmental Compliance (Clean Air and Water Acts)
<input checked="" type="checkbox"/>	8.	E-Verify
<input checked="" type="checkbox"/>	9.	Equal Opportunity Provisions
<input checked="" type="checkbox"/>	10.	Section 3
<input checked="" type="checkbox"/>	11.	Minority and Women's Businesses
<input checked="" type="checkbox"/>	12.	Federal Labor Standards Provisions (Davis Bacon, Copeland, and Contract Work Hours Act)
<input checked="" type="checkbox"/>	13.	Guidance to Contractor for Compliance With Labor Standard Provisions
<input checked="" type="checkbox"/>	14.	Grantee Recognition (Advertisement)
<input checked="" type="checkbox"/>	15.	Historic Preservation
<input checked="" type="checkbox"/>	16.	Lobbying Prohibition
<input checked="" type="checkbox"/>	17.	No Government Obligation to Third Parties
<input checked="" type="checkbox"/>	18.	Procurement of Recovered Materials
<input checked="" type="checkbox"/>	19.	Program Fraud and False or Fraudulent of Related Acts
<input checked="" type="checkbox"/>	20.	Prohibition of Certain Telecommunications and Video Equipment
<input checked="" type="checkbox"/>	21.	Record Keeping and Retention
<input checked="" type="checkbox"/>	22.	Religious Organizations
<input checked="" type="checkbox"/>	23.	Copyright and Patent Rights
<input checked="" type="checkbox"/>	24.	Termination
<input checked="" type="checkbox"/>	25.	Whistleblower Protection

## 1. ACCESS TO RECORDS

The local government, 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.

Florida Inspector General Cooperation - The Parties agree to comply with Section 20.055(5), Florida Statutes, for the inspector general to have access to any records, data and other information deemed necessary to carry out his or her duties and incorporate into all subcontracts the obligation to comply with Section 20.055(5), Florida Statutes.

## 2. ADMINISTRATIVE, CONTRACTUAL, OR LEGAL REMEDIES

Unless otherwise provided in this contract, all claims, counterclaims, 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.

## 3. 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.

## 4. DEBARMENT

Contract awards that exceed the small purchase threshold and certain other contract awards shall not be made to parties listed on the government wide Excluded Parties List System 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." The Excluded Parties List System in SAM 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. The successful bidder, by administering each lower tier subcontract that exceeds \$25,000 as a "covered transaction", must verify each lower tier participant of a "covered transaction" under the project is not presently debarred or otherwise disqualified from participation in this federally assisted project.

## 5. DOMESTIC PREFERENCES FOR PROCUREMENTS

(a) As appropriate and to the extent consistent with law, the non-Federal entity should, to the greatest extent practicable under a Federal award, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products). The requirements of this section must be included in all subawards including all contracts and purchase orders for work or products under this award. (b) For purposes of this section: (1) "Produced in the United States" means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States. (2) "Manufactured products" means items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber. (c) Federal agencies providing Federal financial assistance for infrastructure projects must implement the Buy America preferences set forth in [2 CFR part 184](#).

## 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) for the State in which the work under this contract is performed.

## 7. ENVIRONMENTAL COMPLIANCE

If this contract exceeds \$ 150,000, the contractor shall comply with all applicable standards, orders, or requirements issued under section 306 of the Clean Air Act (42 U.S.C. 1857(h)), section 508 of the Clean Water Act (33 U.S.C. 1368), Executive Order 11738, and U.S. Environmental Protection Agency regulations (40 C.F.R. Part 15). The contractor shall include this clause in any subcontracts over \$150,000.

---

**8. E-VERIFY**

Vendors/Contractors shall: 1. utilize the U.S. Department of Homeland Security's E:Verify system to verify the employment eligibility of all new employees hired by the Vendor/Contractor during the term of the contract; and 2. expressly require any subcontractors performing work or providing services pursuant to the state contract to likewise utilize the U.S. Department of Homeland Security's E:Verify system to verify the employment eligibility of all new employees hired by the subcontractor during the contract term.

**9. EQUAL OPPORTUNITY****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:

This provision is applicable to all federally assisted construction contracts, as that term is defined at 41 C.F.R. § 60-1.4. To the extent this Agreement meets this definition, 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 setting forth the provisions of this nondiscrimination clause.

(2) The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration 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 advising the said labor union or workers' representatives of the contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

(5) The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

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

(7) In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as

provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

(8) The contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance:

**B. Subcontracting**

Each nonexempt prime contractor or subcontractor shall include the equal opportunity clause in each of its nonexempt subcontracts.

C. **Goals:** HUD minority participation goals are expressed as percentage targets for contractor workforce and subcontracting, requiring good faith efforts but not quotas or mandatory hiring.

- 1) The Offerer's or Bidder's attention is called to the "Equal Opportunity Clause" and the "Standard Federal Equal Employment Opportunity Construction Contract Specifications" set forth herein.
- 2) The goals and timetables for minority and female participation, expressed in percentage terms for the Contractor's aggregate workforce in each trade on all construction work in the covered area, are as follows:

**Female participation: 6.9% (statewide)**

**Minority participation: 17.1% Collier County**

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

The Contractor shall provide written notification to the County 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.

**Contact Information:**

Collier County Government—CHS  
3339 East Tamiami Trail E, STE 213  
Naples, Florida 34112  
Telephone 239-252-2273  
Fax 239-252-2638

**Section 3 Manager**  
Ms. Kristi Sonntag  
Telephone: 239-252-2486  
kristiSonntag@colliergov.net

As used in this Notice, and in the contract resulting from the solicitation, the "covered area" is the county in which the contract work is being undertaken.

**D. Equal Employment Opportunity Clause**

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

(a) The Contractor shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, national origin, or handicap.

(b) The Contractor shall take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, national origin, or handicap. Such action shall include, but not be limited to, (1) employment, (2) upgrading, (3) demotion, (4) transfer, (5) recruitment or recruitment advertising, (6) layoff or

termination, (7) rates of pay or other forms of compensation, and (8) selection for training, including apprenticeship.

(c) The Contractor shall post in conspicuous places available to employees and applicants for employment the notices to be provided by the Contracting Officer that explain this clause.

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

(e) The Contractor shall send, to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, the notice to be provided by the Contracting Officer advising the labor union or workers' representative of the Contractor's commitments under this clause, and post copies of the notice in conspicuous places available to employees and applicants for employment.

(f) The Contractor shall comply with Executive Order 11246, as amended, and the rules, regulations, and orders of the Secretary of Labor.

(g) The Contractor shall furnish all information and reports required by Executive Order 11246, as amended, Section 503 of the Rehabilitation Act of 1973, as amended, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto. The Contractor shall permit access to its books, records, and accounts by the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

(h) In the event of a determination that the Contractor is not in compliance with this clause or any rule, regulation, or order of the Secretary of Labor, this contract may be canceled, terminated, or suspended in whole or in part, and the Contractor may be declared ineligible for further Government contracts, or Federally assisted construction contracts under the procedures authorized in Executive Order 11246, as amended. In addition, sanctions may be imposed and remedies invoked against the Contractor as provided in Executive Order 11246, as amended, the rules, regulations, and orders of the Secretary of Labor, or as otherwise provided by law.

(i) The Contractor shall include the terms and conditions of this clause in every subcontract or purchase order unless exempted by the rules, regulations, or orders of the Secretary of Labor issued under Executive Order 11246, as amended, so that these terms and conditions will be binding upon each subcontractor or vendor. The Contractor shall take such action with respect to any subcontract or purchase order as the Secretary of Housing and Urban Development or the Secretary of Labor may direct as a means of enforcing such provisions, including sanctions for noncompliance; provided that if 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 the litigation to protect the interests of the United States.

(j) Compliance with the requirements of this clause shall be to the maximum extent consistent with, but not in derogation of, compliance with section 7(b) of the Indian Self-Determination and Education Assistance Act and the Indian Preference clause of this contract.

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

The contractor does not maintain or provide for 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 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, the term "segregated facilities" means any waiting rooms, work areas, rest rooms and wash rooms, restaurants, and other eating areas, time clocks, locker rooms, and other storage or dressing areas, 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 subcontractors 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, 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 503 Handicapped (Contracts \$2,500 or Over)**

(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.

**I. 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.

**J. 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.

#### 10. "SECTION 3" TRAINING, EMPLOYMENT AND BUSINESS OPPORTUNITIES

- A. The work to be performed under this contract is subject to the requirements of section 3 of the Housing and Urban Development Act of 1968, as amended, 12U.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.
- B. The parties to this contract agree to comply with HUD's regulations in 24 CFR Part 135, which implement section 3. As evidenced by their execution of this contract, the parties to this contract certify that they are under no contractual or other impediment that would prevent them from complying with the Part 135 regulations.
- C. The contractor agrees to send to each labor organization or representative of workers with which the contractor has a collective bargaining agreement or other understanding, if any, a notice advising the labor organization or workers' representative of the contractor's 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.
- D. The contractor agrees to include this Section 3 clause in every subcontract subject to compliance with regulations in 24 CFR part 135, and agrees to take appropriate action, as provided in an applicable provision of the subcontract or in this section 3 clause, upon a finding that the subcontractor is in violation of the regulations in 24 CFR part 135. The contractor will not subcontract with any subcontractor where the contractor has notice or knowledge that the subcontractor has been found in violation of the regulations in 24 CFR part 135.
- E. The contractor will certify that any vacant employment positions, including training positions, that are filled (1) after the contractor is selected but before the contract is executed, and (2) with persons other than those to whom the regulations of 24 CFR part 135 require employment opportunities to be directed, were not filled to circumvent the contractor's obligations under 24 CFR part 135.
- F. Noncompliance with HUD's regulations in 24 CFR part 135 may result in sanctions, termination of this contract for default, and debarment or suspension from future HUD assisted contracts.
- G. With respect to work performed in connection with Section 3 covered Indian housing assistance, section 7(b) of the Indian Self-Determination and Education Assistance Act (25 U.S.C. 450e) also applies to the work to be performed under this contract. Section 7(b) requires that to the greatest extent feasible (i) preference and opportunities for training and employment shall be given to Indians, and (ii) preference in the award of contracts and subcontracts shall be given to Indian organizations and Indian-owned Economic Enterprises. Parties to this contract that are subject to the provisions of section 3 and section 7(b) agree to comply with Section 3 to the maximum extent feasible, but not in derogation of compliance with section 7(b).

#### Additional Provisions § 75.9 Requirements.

##### (a) *Employment and training.*

(1) Consistent with existing Federal, state, and local laws and regulations, PHAs or other recipients receiving public housing financial assistance, and their contractors and subcontractors, must make their best efforts to provide employment and training opportunities generated by the public housing financial assistance to Section 3 workers.

(2) PHAs or other recipients, and their contractors and subcontractors, must make their best efforts described in [paragraph \(a\)\(1\)](#) of this section in the following order of priority:

(i) To residents of the public housing projects for which the public housing financial assistance is expended;

---

- (ii) To residents of other public housing projects managed by the PHA that is providing the assistance or for residents of Section 8-assisted housing managed by the PHA;
- (iii) To participants in YouthBuild programs; and
- (iv) To low- and very low-income persons residing within the metropolitan area (or nonmetropolitan county) in which the assistance is expended.

(b) **Contracting.**

(1) Consistent with existing Federal, state, and local laws and regulations, PHAs and other recipients of public housing financial assistance, and their contractors and subcontractors, must make their best efforts to award contracts and subcontracts to business concerns that provide economic opportunities to Section 3 workers.

(2) PHAs and other recipients, and their contractors and subcontractors, must make their best efforts described in [paragraph \(b\)\(1\)](#) of this section in the following order of priority:

- (i) To Section 3 business concerns that provide economic opportunities for residents of the public housing projects for which the assistance is provided;
- (ii) To Section 3 business concerns that provide economic opportunities for residents of other public housing projects or Section-8 assisted housing managed by the PHA that is providing the assistance;
- (iii) To YouthBuild programs; and
- (iv) To Section 3 business concerns that provide economic opportunities to Section 3 workers residing within the metropolitan area (or nonmetropolitan county) in which the assistance is provided.

**11. UTILIZATION OF MINORITY AND WOMEN FIRMS (M/WBE)** The contractor may 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.

## 12. 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) **Required contract clauses.**

(1) **Minimum wages —**

(i) **Wage rates and fringe benefits.** All laborers and mechanics employed or working upon the site of the work (or otherwise working in construction or development of the project under a development statute), 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 basic hourly 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. As provided in [paragraphs \(d\)](#) and [\(e\)](#) of this section, the appropriate wage determinations are effective by operation of law even if they have not been attached to the contract. Contributions made or costs reasonably anticipated for bona fide fringe benefits under the Davis-Bacon Act ([40 U.S.C. 3141\(2\)\(B\)](#)) on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of [paragraph \(a\)\(1\)\(v\)](#) 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 must be paid the appropriate wage rate and fringe benefits on the wage determination for the classification(s) of work actually performed, without regard to skill, except as provided in [paragraph \(a\)\(4\)](#) of this section. Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein: *Provided*, That the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage

determination (including any additional classifications and wage rates conformed under [paragraph \(a\)\(1\)\(iii\)](#) of this section) and the 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 by the workers.

(ii) **Frequently recurring classifications.**

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

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

(B) The Administrator will establish wage rates for such classifications in accordance with [paragraph \(a\)\(1\)\(iii\)\(A\)\(3\)](#) of this section. Work performed in such a classification must be paid at no less than the wage and fringe benefit rate listed on the wage determination for such classification.

(iii) **Conformance.**

(A) The contracting officer must 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 be classified in conformance with the wage determination. Conformance of an additional classification and wage rate and fringe benefits is appropriate 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 used 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) The conformance process may not be used to split, subdivide, or otherwise avoid application of classifications listed in the wage determination.

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

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

(E) The contracting officer must promptly notify the contractor of the action taken by the Wage and Hour Division under [paragraphs \(a\)\(1\)\(iii\)\(C\)](#) and [\(D\)](#) of this section. The contractor must furnish a written copy of such determination to each affected worker or it must be posted as a part of the wage determination. The wage rate (including fringe benefits where appropriate) determined pursuant to [paragraph \(a\)\(1\)\(iii\)\(C\)](#) or [\(D\)](#) of this section must 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.

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

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

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

(2) **Withholding** —

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

(ii) **Priority to withheld funds.** The Department has priority to funds withheld or to be withheld in accordance with [paragraph \(a\)\(2\)\(i\)](#) or [\(b\)\(3\)\(i\)](#) of this section, or both, over claims to those funds by:

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

(3) **Records and certified payrolls** —

(i) **Basic record requirements** —

(A) **Length of record retention.** All regular payrolls and other basic records must be maintained by the contractor and any subcontractor during the course of the work and preserved for all laborers and mechanics working at the site of the work (or otherwise working in construction or development of the project under a development statute) for a period of at least 3 years after all the work on the prime contract is completed.

(B) **Information required.** Such records must contain the name; Social Security number; last known address, telephone number, and email address of each such worker; each worker's correct classification(s) of work actually performed; hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in [40 U.S.C. 3141\(2\)\(B\)](#) of the Davis-Bacon Act); daily and weekly number of hours actually worked in total and on each covered contract; deductions made; and actual wages paid.

(C) **Additional records relating to fringe benefits.** Whenever the Secretary of Labor has found under [paragraph \(a\)\(1\)\(v\)](#) of this section that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in [40 U.S.C. 3141\(2\)\(B\)](#) of the Davis-Bacon Act, the contractor must maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits.

(D) **Additional records relating to apprenticeship.** Contractors with apprentices working under approved programs must maintain written evidence of the registration of apprenticeship programs, the registration of the apprentices, and the ratios and wage rates prescribed in the applicable programs.

(ii) **Certified payroll requirements** —

(A) **Frequency and method of submission.** The contractor or subcontractor must submit weekly, for each week in which any DBA- or Related Acts-covered work is performed, certified payrolls to 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 certified payrolls to the applicant, sponsor, owner, or other entity, as the case may be, that maintains such records, for transmission to the [write in name of agency]. The prime contractor is responsible for the submission of all certified payrolls by all subcontractors. A contracting agency or prime contractor may permit or require contractors to submit certified payrolls through an electronic system, as long as the electronic system requires a legally valid electronic

signature; the system allows the contractor, the contracting agency, and the Department of Labor to access the certified payrolls upon request for at least 3 years after the work on the prime contract has been completed; and the contracting agency or prime contractor permits other methods of submission in situations where the contractor is unable or limited in its ability to use or access the electronic system.

(B) **Information required.** The certified payrolls submitted must set out accurately and completely all of the information required to be maintained under [paragraph \(a\)\(3\)\(i\)\(B\)](#) of this section, except that full Social Security numbers and last known addresses, telephone numbers, and email addresses must not be included on weekly transmittals. Instead, the certified payrolls need only include an individually identifying number for each worker (e.g., the last four digits of the worker's Social Security number). The required weekly certified payroll information may be submitted using Optional Form WH-347 or in any other format desired. Optional Form WH-347 is available for this purpose from the Wage and Hour Division website at <https://www.dol.gov/sites/dolgov/files/WHD/legacy/files/wh347.pdf> or its successor website. It is not a violation of this section for a prime contractor to require a subcontractor to provide full Social Security numbers and last known addresses, telephone numbers, and email addresses to the prime contractor for its own records, without weekly submission by the subcontractor to the sponsoring government agency (or the applicant, sponsor, owner, or other entity, as the case may be, that maintains such records).

(C) **Statement of Compliance.** Each certified payroll submitted must be accompanied by a "Statement of Compliance," signed by the contractor or subcontractor, or the contractor's or subcontractor's agent who pays or supervises the payment of the persons working on the contract, and must certify the following:

(1) That the certified payroll for the payroll period contains the information required to be provided under [paragraph \(a\)\(3\)\(ii\)](#) of this section, the appropriate information and basic records are being maintained under [paragraph \(a\)\(3\)\(i\)](#) of this section, and such information and records are correct and complete;

(2) That each laborer or mechanic (including each helper and apprentice) working 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](#); and

(3) That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification(s) of work actually performed, as specified in the applicable wage determination incorporated into the contract.

(D) **Use of Optional Form WH-347.** The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 will satisfy the requirement for submission of the "Statement of Compliance" required by [paragraph \(a\)\(3\)\(ii\)\(C\)](#) of this section.

(E) **Signature.** The signature by the contractor, subcontractor, or the contractor's or subcontractor's agent must be an original handwritten signature or a legally valid electronic signature.

(F) **Falsification.** The falsification of any of the above certifications may subject the contractor or subcontractor to civil or criminal prosecution under [18 U.S.C. 1001](#) and [31 U.S.C. 3729](#).

(G) **Length of certified payroll retention.** The contractor or subcontractor must preserve all certified payrolls during the course of the work and for a period of 3 years after all the work on the prime contract is completed.

(iii) **Contracts, subcontracts, and related documents.** The contractor or subcontractor must maintain this contract or subcontract and related documents including, without limitation, bids, proposals, amendments, modifications, and extensions. The contractor or subcontractor must preserve these contracts, subcontracts, and related documents during the course of the work and for a period of 3 years after all the work on the prime contract is completed.

(iv) **Required disclosures and access —**

(A) **Required record disclosures and access to workers.** The contractor or subcontractor must make the records required under [paragraphs \(a\)\(3\)\(i\)](#) through [\(iii\)](#) of this section, and any other documents that the [write the name of the agency] or the Department of Labor deems necessary to determine compliance with the labor standards provisions of any of the applicable statutes referenced by [§ 5.1](#), available for inspection, copying, or transcription by authorized representatives of the [write the name of the agency] or the Department of Labor, and must permit such representatives to interview workers during working hours on the job.

(B) **Sanctions for non-compliance with records and worker access requirements.** If the contractor or subcontractor fails to submit the required records or to make them available, or refuses to permit worker interviews during working hours on the job, the Federal agency may, after written notice to the contractor, sponsor, applicant, owner, or other entity, as the case may be, that maintains such records or that employs such workers, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available, or to permit worker interviews during working hours on the job, may be grounds for debarment action pursuant to [§ 5.12](#). In addition, any contractor or other person that fails to submit the required records or make those records available to WHD within the time WHD requests that the records

be produced will be precluded from introducing as evidence in an administrative proceeding under [29 CFR part 6](#) any of the required records that were not provided or made available to WHD. WHD will take into consideration a reasonable request from the contractor or person for an extension of the time for submission of records. WHD will determine the reasonableness of the request and may consider, among other things, the location of the records and the volume of production.

(C) **Required information disclosures.** Contractors and subcontractors must maintain the full Social Security number and last known address, telephone number, and email address of each covered worker, and must provide them upon request to the [write in name of appropriate Federal agency] if the agency is a party to the contract, or to the Wage and Hour Division of the Department of Labor. If the Federal agency is not such a party to the contract, the contractor, subcontractor, or both, must, upon request, provide the full Social Security number and last known address, telephone number, and email address of each covered worker to the applicant, sponsor, owner, or other entity, as the case may be, that maintains such records, for transmission to 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 other compliance action.

(4) **Apprentices and equal employment opportunity —**

(i) **Apprentices —**

(A) **Rate of pay.** Apprentices will be permitted to work at less than the predetermined rate for the work they perform when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Office of Apprenticeship (OA), or with a State Apprenticeship Agency recognized by the OA. A person who is not individually registered in the program, but who has been certified by the OA or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice, will be permitted to work at less than the predetermined rate for the work they perform in the first 90 days of probationary employment as an apprentice in such a program. In the event the OA or a State Apprenticeship Agency recognized by the OA withdraws approval of an apprenticeship program, the contractor will no longer be permitted to use apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(B) **Fringe benefits.** Apprentices must be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator determines that a different practice prevails for the applicable apprentice classification, fringe benefits must be paid in accordance with that determination.

(C) **Apprenticeship ratio.** The allowable ratio of apprentices to journeyworkers on the job site in any craft classification must not be greater than the ratio permitted to the contractor as to the entire work force under the registered program or the ratio applicable to the locality of the project pursuant to [paragraph \(a\)\(4\)\(i\)\(D\)](#) of this section. Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated in [paragraph \(a\)\(4\)\(i\)\(A\)](#) of this section, must be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under this section must be paid not less than the applicable wage rate on the wage determination for the work actually performed.

(D) **Reciprocity of ratios and wage rates.** Where a contractor is performing construction on a project in a locality other than the locality in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyworker's hourly rate) applicable within the locality in which the construction is being performed must be observed. If there is no applicable ratio or wage rate for the locality of the project, the ratio and wage rate specified in the contractor's registered program must be observed.

(ii) **Equal employment opportunity.** The use of apprentices and journeyworkers under this part must 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 must insert in any subcontracts the clauses contained in [paragraphs \(a\)\(1\)](#) through [\(11\)](#) of this section, along with the applicable wage determination(s) and such other clauses or contract modifications as the [write in the name of the Federal agency] may by appropriate instructions require, and a clause requiring the subcontractors to include these clauses and wage determination(s) in any lower tier subcontracts. The prime contractor is responsible for the compliance by any subcontractor or lower tier subcontractor with all the contract clauses in this section. In the event of any violations of these clauses, the prime contractor and any subcontractor(s) responsible will be liable for any unpaid wages and monetary relief, including interest from the date of the underpayment or loss, due to any workers of lower-tier subcontractors, and may be subject to debarment, as appropriate.

(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 any person or firm who has an interest in the contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of [40 U.S.C. 3144\(b\)](#) or [§ 5.12\(a\)](#).

(ii) No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of [40 U.S.C. 3144\(b\)](#) or [§ 5.12\(a\)](#).

(iii) The penalty for making false statements is prescribed in the U.S. Code, Title 18 Crimes and Criminal Procedure, [18 U.S.C. 1001](#).

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

(i) Notifying any contractor of any conduct which the worker reasonably believes constitutes a violation of the DBA, Related Acts, this part, or [29 CFR part 1](#) or [3](#);

(ii) Filing any complaint, initiating or causing to be initiated any proceeding, or otherwise asserting or seeking to assert on behalf of themselves or others any right or protection under the DBA, Related Acts, this part, or [29 CFR part 1](#) or [3](#);

(iii) Cooperating in any investigation or other compliance action, or testifying in any proceeding under the DBA, Related Acts, this part, or [29 CFR part 1](#) or [3](#); or

(iv) Informing any other person about their rights under the DBA, Related Acts, this part, or [29 CFR part 1](#) or [3](#).

(b) **Contract Work Hours and Safety Standards Act (CWHSSA).** The Agency Head must cause or require the contracting officer to insert the following clauses set forth in [paragraphs \(b\)\(1\) through \(5\)](#) of this section in full, or (for contracts covered by the Federal Acquisition Regulation) by reference, 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 must be inserted in addition to the clauses required by [paragraph \(a\)](#) of this section or [29 CFR 4.6](#). As used in this [paragraph \(b\)](#), the terms "laborers and mechanics" include watchpersons 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 and interest from the date of the underpayment. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchpersons and guards, employed in violation of the clause set forth in [paragraph \(b\)\(1\)](#) of this section, in the sum of \$33 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 \(b\)\(1\)](#).

(3) **Withholding for unpaid wages and liquidated damages —**

(i) **Withholding process.** The [write in the name of the Federal agency or the recipient of Federal assistance] may, upon its own action, or must, upon written request of an authorized representative of the Department of Labor, withhold or cause to be withheld from the contractor so much of the accrued payments or advances as may be considered necessary to satisfy the liabilities of the prime contractor or any subcontractor for any unpaid wages; monetary relief, including interest; and liquidated damages required by the clauses set forth in this [paragraph \(b\)](#) on this contract, any other Federal contract with the same prime contractor, or any other federally assisted contract subject to the Contract Work Hours and Safety Standards Act that is held by the same prime contractor (as defined in [§ 5.2](#)). The necessary funds may be withheld from the contractor under this contract, any other Federal contract with the same prime contractor, or any other federally assisted contract that is subject to the Contract Work Hours and Safety Standards Act and is held by the same prime contractor, regardless of whether the other contract was awarded or assisted by the same agency, and such funds may be used to satisfy the contractor liability for which the funds were withheld.

- (ii) **Priority to withheld funds.** The Department has priority to funds withheld or to be withheld in accordance with [paragraph \(a\)\(2\)\(i\)](#) or [\(b\)\(3\)\(i\)](#) of this section, or both, over claims to those funds by:
- (A) A contractor's surety(ies), including without limitation performance bond sureties and payment bond sureties;
  - (B) A contracting agency for its procurement costs;
  - (C) A trustee(s) (either a court-appointed trustee or a U.S. trustee, or both) in bankruptcy of a contractor, or a contractor's bankruptcy estate;
  - (D) A contractor's assignee(s);
  - (E) A contractor's successor(s); or
  - (F) A claim asserted under the Prompt Payment Act, [31 U.S.C. 3901-3907](#).
- (4) **Subcontracts.** The contractor or subcontractor must insert in any subcontracts the clauses set forth in [paragraphs \(b\)\(1\)](#) through [\(5\)](#) of this section and a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor is responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (b)(1) through (5). In the event of any violations of these clauses, the prime contractor and any subcontractor(s) responsible will be liable for any unpaid wages and monetary relief, including interest from the date of the underpayment or loss, due to any workers of lower-tier subcontractors, and associated liquidated damages and may be subject to debarment, as appropriate.
- (5) **Anti-retaliation.** It is unlawful for any person to discharge, demote, intimidate, threaten, restrain, coerce, blacklist, harass, or in any other manner discriminate against, or to cause any person to discharge, demote, intimidate, threaten, restrain, coerce, blacklist, harass, or in any other manner discriminate against, any worker or job applicant for:
- (i) Notifying any contractor of any conduct which the worker reasonably believes constitutes a violation of the Contract Work Hours and Safety Standards Act (CWHSSA) or its implementing regulations in this part;
  - (ii) Filing any complaint, initiating or causing to be initiated any proceeding, or otherwise asserting or seeking to assert on behalf of themselves or others any right or protection under CWHSSA or this part;
  - (iii) Cooperating in any investigation or other compliance action, or testifying in any proceeding under CWHSSA or this part; or
  - (iv) Informing any other person about their rights under CWHSSA or this part.
- (c) **CWHSSA required records clause.** In addition to the clauses contained in [paragraph \(b\)](#) of this section, in any contract subject only to the Contract Work Hours and Safety Standards Act and not to any of the other laws referenced by [§ 5.1](#), the Agency Head must cause or require the contracting officer to insert a clause requiring that the contractor or subcontractor must maintain regular payrolls and other basic records during the course of the work and must preserve them for a period of 3 years after all the work on the prime contract is completed for all laborers and mechanics, including guards and watchpersons, working on the contract. Such records must contain the name; last known address, telephone number, and email address; and social security number of each such worker; each worker's correct classification(s) of work actually performed; hourly rates of wages paid; daily and weekly number of hours actually worked; deductions made; and actual wages paid. Further, the Agency Head must cause or require the contracting officer to insert in any such contract a clause providing that the records to be maintained under this paragraph must be made available by the contractor or subcontractor for inspection, copying, or transcription by authorized representatives of the (write the name of agency) and the Department of Labor, and the contractor or subcontractor will permit such representatives to interview workers during working hours on the job.
- (d) **Incorporation of contract clauses and wage determinations by reference.** Although agencies are required to insert the contract clauses set forth in this section, along with appropriate wage determinations, in full into covered contracts, and contractors and subcontractors are required to insert them in any lower-tier subcontracts, the incorporation by reference of the required contract clauses and appropriate wage determinations will be given the same force and effect as if they were inserted in full text.
- (e) **Incorporation by operation of law.** The contract clauses set forth in this section (or their equivalent under the Federal Acquisition Regulation), along with the correct wage determinations, will be considered to be a part of every prime contract required by the applicable statutes referenced by [§ 5.1](#) to include such clauses, and will be effective by operation of law, whether or not they are included or incorporated by reference into such contract, unless the Administrator grants a variance, tolerance, or exemption from the application of this paragraph. Where the clauses and applicable wage determinations are effective by operation of law under this paragraph, the prime contractor must be compensated for any resulting increase in wages in accordance with applicable law.

### 13. 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.

### **14. GRANTEE RECOGNITION**

All facilities purchased or constructed pursuant to this Agreement shall be clearly identified as to the funding source. The Contractor will mount a temporary construction sign for projects funded by Housing Urban Development through Collier County Community and Housing Services. The design concept is intended to disseminate key information regarding the development team as well as Equal Housing Opportunity to the general public. The Construction sign shall comply with applicable County codes.

### **15. HISTORIC PRESERVATION**

The Contractor shall comply with the historic preservation requirements of 24 CFR 58.17 and the Secretary of the Interior's Standards for Rehabilitation and Guidelines for Rehabilitating Historic Buildings and with all other environmental regulatory requirements. D. Historic Preservation: The contractor agrees to comply with the Historic Preservation requirements set forth in the National Historic Preservation Act of 1966, as amended (16 USC 470) and the procedures set forth in 36 CFR 800, Advisory Council on Historic Preservation Procedures for Protection of Historical Properties.

### **16. BYRD ANTI-LOBBYING**

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.

#### **17. NO GOVERNMENT OBLIGATION TO THIRD PARTIES**

The Federal Government is not a party to this contract and is not subject to any obligations or liabilities to the non-Federal entity, contractor, or any other party pertaining to any matter resulting from the contract.”

#### **18. PROCUREMENT OF RECOVERED MATERIALS**

In the performance of this contract, the Contractor must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act of 1976 as amended, 42 U.S.C. 6962. The requirements of Section 6002 include procuring only items designated in the guidelines of the Environmental Protection Agency (EPA) at 40 CFR part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines. To the greatest extent practicable and consistent with law, the contractor should purchase, acquire, or use products and services that can be reused, refurbished, or recycled; contain recycled content, are biobased, or are energy and water efficient; and are sustainable. This may include purchasing compostable items and other products and services that reduce the use of single-use plastic products. See Executive Order 14057, section 101, Policy.

#### **19. PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS OF RELATED ACTS**

The contractor acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to the contractor's actions pertaining to this contract.”

#### **20. PROHIBITION ON CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT**

(a) Recipients and subrecipients are prohibited from obligating or expending loan or grant funds to:

(1) Procure or obtain covered telecommunications equipment or services; (2) Extend or renew a contract to procure or obtain covered telecommunications equipment or services; or (3) Enter into a contract (or extend or renew a contract) to procure or obtain covered telecommunications equipment or services.

(b) As described in section 889 of Public Law 115-232, “covered telecommunications equipment or services” means any of the following:

(1) Telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities); (2) For the purpose of public safety, security of government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities); (3) Telecommunications or video surveillance services provided by such entities or using such equipment; (4) Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of the National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country.

(c) For the purposes of this section, “covered telecommunications equipment or services” also include systems that use covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system.

(d) In implementing the prohibition under section 889 of Public Law 115-232, heads of executive agencies administering loan, grant, or subsidy programs must prioritize available funding and technical support to assist affected businesses, institutions, and organizations as is reasonably necessary for those affected entities to transition from covered telecommunications equipment or services, to procure replacement equipment or services, and to ensure that communications service to users and customers is sustained.

(e) When the recipient or subrecipient accepts a loan or grant, it is certifying that it will comply with the prohibition on covered telecommunications equipment and services in this section. The recipient or subrecipient is not required to certify that funds will not be expended on covered telecommunications equipment or services beyond the certification provided upon accepting the loan or grant and those provided upon submitting payment requests and financial reports.

(f) For additional information, see section 889 of Public Law 115-232 and § 200.471.

---

**21. RECORD KEEPING AND RETENTION**

The Recipient, its employees, or agents, including all contractors, subcontractors, or consultants to be paid from funds under this Agreement, shall allow access to its records at reasonable times to the County, Federal awarding agency or pass-through entity. "Reasonable" shall ordinarily mean during normal business hours of 8am to 5pm local time, on Monday through Friday. "Agents" shall include, but not be limited to, auditors retained by the County.

The Contractor shall maintain all records required by the grantor. All reports, plans, surveys, information, documents, maps, and other data procedures developed, prepared, assembled, or completed by the Contractor for the purpose of this Agreement shall be made available to the County by the Contractor at any time upon request by the County or HUD. Upon completion of all work contemplated under this agreement copies of all documents and records relating to this agreement shall be surrendered to the County if requested. In any event 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.

**22. RELIGIOUS ORGANIZATIONS**

CDBG funds may not be used for religious activities or provided to primarily religious organizations. Section 24 CFR 570.200(j) specifies the limitations on CDBG funds.

**23. COPYRIGHT AND PATENT RIGHTS**

No reports, maps, or other documents produced in whole or in part under this contract shall be the subject of an application for copyright by or on behalf of the contractor. The US Department of Housing and Urban Development and the grantee shall possess all rights to invention or discovery, as well as rights in data which may arise as a result of the contractor's services.

**24. TERMINATION FOR CAUSE AND / OR CONVENIENCE**

a. This contract may be terminated in whole or in part in writing by either party in the event of substantial failure by the other party to fulfill its obligations under this contract through no fault of the terminating party, provided that no termination may be 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 effected by the local government, the equitable adjustment shall include a reasonable profit for services or other work performed for which profit has not already been included in an invoice.

For any termination, the equitable adjustment shall provide for payment to the contractor for services rendered and expenses incurred prior to receipt of the notice of intent to terminate, in addition to termination settlement costs reasonably incurred by the contractor relating to commitments (e.g., suppliers, subcontractors) which had become firm prior to receipt of the notice of intent to terminate.

d. Upon receipt of a termination action under paragraphs (a) or (b) above, the contractor shall (1) promptly discontinue all affected work (unless the notice directs otherwise) and (2) deliver or otherwise make available to the local government all data, drawings, reports specifications, summaries, and other such information, as may have been accumulated by the contractor in performing this contract, whether completed or in process.

e. Upon termination, the local government may take over the work and may award another party a contract to complete the work

described in this contract.

- f. If, after termination for failure of the contractor to fulfill contractual obligations, it is determined that the contractor had not failed to fulfill contractual obligations, the termination shall be deemed to have been for the convenience of the local government. In such event, adjustment of the contract price shall be made as provided in paragraph (c) above.

#### **25. WHISTLEBLOWER PROTECTION**

Notwithstanding anything to the contrary contained herein, no provision of this Agreement shall be interpreted to impede the Contractor, Contractor's employees, (or any other individual) from reporting possible violations of federal law or regulation to any governmental agency or entity, and any Inspector General agency, or making other disclosures under the whistleblower provisions of federal law or regulation. The Contractor or its employees do not need the prior authorization to make any such reports or disclosures and shall not be required to notify any firm that such reports or disclosures have been made. The Contractor shall inform its employees in writing, in the predominant language of the workforce, of employee whistleblower rights and protections under 41 U.S.C. 4712. The Contractor shall insert the substance of this clause in all subcontracts.

---

### STATE AND FEDERAL STATUTES AND REGULATIONS

By signature of this Agreement, the contractor hereby certifies that it will comply with the following  
(as applicable) federal and state requirements:

- |  |  |
|--|--|
| <ol style="list-style-type: none"> <li>1. Community Development Block Grant Disaster</li> <li>2. Recovery Emergency Rule 9BER09-2; The Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act of 1975 (42 U.S.C., s. 6901 et.seq.);</li> <li>3. Florida Small and Minority Business Act, s. 288.702- 288.714, F.S.;</li> <li>4. Florida Coastal Zone Protection Act, s. 161.52- 161.58, F.S.;</li> <li>5. Local Government Comprehensive Planning and Land Development Regulation Act, Ch. 163, F.S.;</li> <li>6. Title I of the Housing and Community Development</li> <li>7. Act of 1974, as amended</li> <li>8. Treasury Circular 1075 regarding drawdown of CDBG funds.</li> <li>9. Sections 290.0401-290.049, F.S.;</li> <li>10. Rule Chapter 9B-43, Fla. Admin. Code.; 10. Department of Community Affairs Technical Memorandums;</li> <li>11. HUD Circular Memorandums applicable to the Small Cities CDBG Program;</li> <li>12. Single Audit Act of 1984;</li> <li>13. National Environmental Policy Act of 1969 and other provisions of law which further the purpose of this Act;</li> <li>14. National Historic Preservation Act of 1966 (Public Law89-665) as amended and Protection of Historic Properties (24C.F.R. Part 800);</li> <li>15. Preservation of Archaeological and Historical Data Act of 1966;</li> <li>16. Executive Order 11593 - Protection and Enhancement of Cultural Environment;</li> <li>17. Reservoir Salvage Act;</li> <li>18. Safe Drinking Water Act of 1974, as amended;</li> <li>19. Endangered Species Act of 1958, as amended;</li> <li>20. Executive Order 12898 - Environmental Justice</li> <li>21. Executive Order 11988 and 24 C.F.R. Part 55 – Floodplain Management;</li> <li>22. The Federal Water Pollution Control Act of 1972, as amended (33 U.S.C., s. 1251 et.seq.);</li> <li>23. Executive Order 11990 -Protection of Wetlands;</li> <li>24. Coastal Zone Management Act of 1968, as amended;</li> <li>25. Wild and Scenic Rivers Act of 1968, as amended;</li> <li>26. Clean Air Act of 1977;</li> <li>27. HUD Environmental Standards (24 C.F.R. Part 58);</li> <li>28. Farmland Protection Policy Act of 1981;</li> <li>29. Clean Water Act of 1977;</li> <li>30. Davis- Bacon Wage Rate Act;</li> <li>31. Contract Work Hours and Safety Standards Act of 1962, 40 U.S.C. s. 327 et. seq;</li> <li>32. Florida Statute 287.134, Discriminatory Vendors List</li> </ol> | <ol style="list-style-type: none"> <li>33. The Wildlife Coordination Act of 1958, as amended; Noise Abatement and Control: Departmental Policy Implementation, Responsibilities, and Standards, 24 C.F.R. Part 51, Subpart B;</li> <li>34. Flood Disaster Protection Act of 1973, P.L 92-234;</li> <li>35. Protection of Historic and Cultural Properties under HUD Programs, 24 C.F.R. Part 59;</li> <li>36. Coastal Zone Management Act of 1972, P.L 92-583;</li> <li>37. Architectural and Construction Standards;</li> <li>38. Architectural Barriers Act of 1968, 42 U.S.C. 4151;</li> <li>39. Executive Order 11296, relating to evaluation of flood hazards;</li> <li>40. Executive Order 11288. relating to prevention, control and abatement of water pollution;</li> <li>41. Cost-Effective Energy Conservation Standards, 24 C.P.R. Part 39;</li> <li>42. Section 8 Existing Housing Quality Standards, 24 C.F.R. Part 882;</li> <li>43. Coastal Barrier Resource Act of 1982;</li> <li>44. Federal Fair Labor Standards Act, 29 U.S.C., s.201 et. seq.;</li> <li>45. Title VI of the Civil Rights Act of 1964 Non discrimination;</li> <li>46. Title VII of the Civil Rights Act of 1968 Non-discrimination in housing;</li> <li>47. Age Discrimination Act of 1975;</li> <li>48. Executive Order 12892- Fair Housing</li> <li>49. Section 109 of the Housing and Community Development Act of 1974, Non-discrimination;</li> <li>50. Section 504 of the Rehabilitation Act of 1973 and 24 C.F.R. Part 8;</li> <li>51. Executive Order 11063 - Equal Opportunity in Housing;</li> <li>52. Executive Order 11246- Nondiscrimination;</li> <li>53. Section 3 of the Housing and Urban Development Act of 1968, as amended – Employment Training of Lower Income Residents and Local Business Contracting;</li> <li>54. Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, P.L., 100-17, and 49 C.F.R. Part 24;</li> <li>55. Copeland Anti-Kickback Act of 1934; Hatch Act;</li> <li>56. Title N Lead-Based Paint Poisoning Prevention Act (42 U.S.C., s. 1251 et. seq.);</li> <li>57. OMB 2 CFR Part 200</li> <li>58. Administrative Requirements for Grants, 24 C.F.R. Part 85; 59. Section 02 of the Department of Housing and Urban Development Reform Act of 1989 and 24 C.F.R. Part 12.</li> </ol> |
|--|--|

## SECTION 3 REQUIREMENTS

### 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.

### 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.

Remember, "It doesn't have to be fields of dreams". Homeownership is achievable. For more information visit our HUD [website](#).

### 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 income limits as provided below.

SECTION 3 INCOME LIMITS (FY 2025 Income Limits from <a href="http://www.huduser.org">www.huduser.org</a> )		
All residents of public housing developments and those participating on the Section 8 program qualify as Section 3 residents. Additionally, individuals residing in Collier County who meet the income limits set forth below also qualify for Section 3 status.		
<b>A picture identification and proof of current residency is required.</b>		
Eligibility Guidelines		
Number in Household	Very low-income (50%)	Low income (80%)
1 person	\$39,800	\$63,650
2 person	\$45,450	\$72,750
3 person	\$51,150	\$81,850
4 person	\$56,800	\$90,900
5 person	\$61,350	\$98,200
6 person	\$65,900	\$105,450
7 person	\$70,450	\$112,750
8 person	\$75,000	\$120,000

### 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 but not limited to the list identified:*

- Accounting
  - Architecture
  - Appliance repair
  - Bookkeeping
  - Bricklaying
  - Carpentry
  - Carpet Installation
  - Catering
  - Cement/Masonry
  - Computer/Information
  - Demolition
  - Drywall
  - 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
-

**Who will award the economic opportunities?**

Recipients of HUD financial assistance will award the economic opportunities. They and their contractors and subcontractors are required to provide, to the greatest extent feasible, economic opportunities consistent with existing Federal, State, and local laws and regulations.

**Who receives priority under Section 3?**

For training and employment:

- Persons in public and assisted housing
- Persons in the area where the HUD financial assistance is spent
- Participants in HUD Youth build programs
- Homeless persons

**For contracting:**

Businesses that meet the definition of a Section 3 business concern

**How can businesses find Section 3 residents to work for them?**

Businesses can recruit Section 3 residents in public housing developments and in the neighborhoods where the HUD assistance is being spent. Effective ways of informing residents about available training and job opportunities are:

- Contacting resident organizations, local community development and employment agencies
- Distributing flyers
- Posting signs
- Placing ads in local newspapers

**Are recipients, contractors, and subcontractors required to provide long-term employment opportunities, not simply seasonal or temporary employment?**

Recipients are required, to the greatest extent feasible, to provide all types of employment opportunities to low and very low-income persons, including permanent employment and long-term jobs.

Recipients and contractors are encouraged to have Section 3 residents make up at least 30 percent of their permanent, full-time staff.

A Section 3 resident who has been employed for 3 years may no longer be counted towards meeting the 30 percent requirement. This encourages recipients to continue hiring Section 3 residents when employment opportunities are available.

**What if it appears an entity is not complying with Section 3?**

There is a complaint process. Section 3 residents, businesses, or a representative for either may file a complaint if it seems a recipient is violating Section 3 requirements are being on a HUD-funded project.

**Will HUD require compliance?**

Yes. HUD monitors the performance of contractors, reviews annual reports from recipients, and investigates complaints. HUD also examines employment and contract records for evidence that recipients are training and employing Section 3 residents and awarding contracts to Section 3 businesses.

---

**How can Section 3 residents or Section 3 business concerns allege Section 3 violations?**

You can file a written complaint with either the regional or local offices below.

**ATLANTA REGIONAL OFFICE**

U.S. Department of Housing and Urban Development Southeast Office  
40 Marietta Street  
Atlanta, GA 30303  
(404) 331-5140  
(800) 440-8091  
Fax: (404) 331-1021  
Email: [complaints\\_office\\_04@hud.gov](mailto:complaints_office_04@hud.gov)

**LOCAL HUD FIELD OFFICE**

Public Housing and Community Development  
701 NW 1<sup>st</sup> Court, 16<sup>th</sup> Floor; Miami, FL 33136  
[Section3@miamidade.gov](mailto:Section3@miamidade.gov)

A written complaint should contain:

- Name and address of the person filing the complaint
- Name and address of subject of complaint (HUD recipient, contractor, or subcontractor)
- Description of acts or omissions in alleged violation of Section 3
- Statement of corrective action sought i.e., training, employment, or contracts

Additional information may be found at HUD's Section 3 website

[http://portal.hud.gov/hudportal/HUD?src=/program\\_offices/fair\\_housing\\_equal\\_opp/section3/section3](http://portal.hud.gov/hudportal/HUD?src=/program_offices/fair_housing_equal_opp/section3/section3)

---

DAVIS BACON ACT IS APPLICABLE  Yes  No

DEPARTMENT OF LABOR GENERAL WAGE DECISION CAN BE FOUND AT THE END OF THIS DOCUMENT

**GRANT CERTIFICATIONS AND ASSURANCES****THE FOLLOWING DOCUMENTS ARE REQUIRED TO BE RETURNED WITH THE SOLICITATION RESPONSE**

1. Certification Regarding Debarment, Suspension, and Other Responsibility Matters - Primary Covered Transactions
  2. Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion Lower Tier Covered Transactions
  3. Conflict of Interest
  4. Anticipated DBE, M/WBE or VETERAN Participation Statement
  5. Bid Opportunity List for Commodities, Contractual Services or Professional Consultant Services
  6. Certification Regarding Lobbying
  7. Acknowledgement of Religious Organization Requirements 24 CFR 570.200(j)
  8. Certification of Payments to Influence Federal Transactions
  9. Acknowledgement of Grant Terms and Conditions
-

**COLLIER COUNTY**  
**Certification Regarding Debarment, Suspension, and Other Responsibility Matters**  
**Primary Covered Transactions**

- (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.

\_\_\_\_\_  
 Name

\_\_\_\_\_  
 Project Name

\_\_\_\_\_  
 Title

\_\_\_\_\_  
 Project Number

\_\_\_\_\_  
 Firm

\_\_\_\_\_  
 CAGE Number

\_\_\_\_\_  
 Street Address

\_\_\_\_\_  
 SAM.gov Unique Entity ID (UEI) Number

\_\_\_\_\_  
 City, State, Zip

**COLLIER COUNTY**  
**Certification Regarding Debarment, Suspension, Ineligibility**  
**and Voluntary Exclusion**

**Lower Tier Covered Transactions**

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

\_\_\_\_\_  
 Name

\_\_\_\_\_  
 Title

\_\_\_\_\_  
 CAGE Number

\_\_\_\_\_  
 Firm

\_\_\_\_\_  
 SAM.gov Unique Entity ID (UEI) Number

\_\_\_\_\_  
 Street Address

\_\_\_\_\_  
 City, State, Zip

\_\_\_\_\_  
 Date

The undersigned \_\_\_\_\_ (Vendor/ Contractor) certifies, to the best of his or her knowledge and belief, that:

(1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an 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 making lobbying contacts to an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form--LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions [as amended by "Government wide Guidance for New Restrictions on Lobbying," 61 Fed. Reg. 1413 (1/19/96). Note: Language in paragraph (2) herein has been modified in accordance with Section 10 of the Lobbying Disclosure Act of 1995 (P.L. 104-65, to be codified at 2 U.S.C. 1601, *et seq.*)]

<b>COLLIER COUNTY</b> <b>Conflict of Interest Certification</b>
--

\_\_\_\_\_  
 Collier County Solicitation No.

I, \_\_\_\_\_, hereby certify that to the best of my knowledge, neither I nor my spouse, dependent child, general partner, or any organization for which I am serving as an officer, director, trustee, general partner or employee, or any person or organization with whom I am negotiating or have an arrangement concerning prospective employment has a financial interest in this matter.

I further certify to the best of my knowledge that this matter will not affect the financial interests of any member of my household. Also, to the best of my knowledge, no member of my household; no relative with whom I have a close relationship; no one with whom my spouse, parent or dependent child has or seeks employment; and no organization with which I am seeking a business relationship nor which I now serve actively or have served within the last year are parties or represent a party to the matter.

I also acknowledge my responsibility to disclose the acquisition of any financial or personal interest as described above that would be affected by the matter, and to disclose any interest I, or anyone noted above, has in any person or organization that does become involved in, or is affected at a later date by, the conduct of this matter.

---

**Name**

**Signature**

---

**Position**

**Date**

**Privacy Act Statement**

Title I of the Ethics in Government Act of 1978 (5 U.S.C. App.), Executive Order 12674 and 5 CFR Part 2634, Subpart I require the reporting of this information. The primary use of the information on this form is for review by officials of The Justice Department to determine compliance with applicable federal conflict of interest laws and regulations. Additional disclosures of the information on this report may be made: (1) to a federal, state or local law enforcement agency if the Justice Department becomes aware of a violation or potential violation of law or regulations; (2) to a court or party in a court or federal administrative proceeding if the government is a party or in order to comply with a judge-issued subpoena; (3) to a source when necessary to obtain information relevant to a conflict of interest investigation or decision; (4) to the National Archives and Records Administration or the General Services Administration in records management inspections; (5) to the Office of Management and Budget during legislative coordination on private relief legislation; and (6) in response to a request for discovery or for the appearance of a witness in a judicial or administrative proceeding, if the information is relevant to the subject matter. This confidential certification will not be disclosed to any requesting person unless authorized by law. See also the OGE/GOVT-2 executive branch-wide Privacy Act system of records.

---

COLLIER COUNTY																					
ANTICIPATED DISADVANTAGED, MINORITY, WOMEN OR VETERAN PARTICIPATION STATEMENT																					
Status will be verified. Unverifiable statuses will require the PRIME to either provide a revised statement or provide source documentation that validates a status.																					
A. PRIME VENDOR/CONTRACTOR INFORMATION																					
PRIME NAME		PRIME FEID NUMBER		CONTRACT DOLLAR AMOUNT																	
IS THE PRIME A FLORIDA-CERTIFIED DISADVANTAGED, MINORITY OR WOMEN BUSINESS ENTERPRISE? (DBE/MBE/WBE) OR HAVE A SMALL DISADVANTAGED BUSINESS 8A CERTIFICATION FROM THE SMALL BUSINESS ADMINISTRATION? A SERVICE DISABLED VETERAN?		VETERAN	Y	N	IS THE ACTIVITY OF THIS CONTRACT...																
		DBE?	Y	N		CONSTRUCTION ?	Y	N													
		MBE?	Y	N		CONSULTATION?	Y	N													
		WBE?	Y	N		OTHER?	Y	N													
		SDB 8A?	Y	N																	
IS THIS SUBMISSION A REVISION?		Y	N	IF YES, REVISION NUMBER _____																	
B. IF PRIME HAS SUBCONTRACTOR OR SUPPLIER WHO IS A DISADVANTAGED MINORITY, WOMEN-OWNED, SMALL BUSINESS CONCERN OR SERVICE DISABLED VETERAN, PRIME IS TO COMPLETE THIS NEXT SECTION																					
DBE M/WBE VETERAN	SUBCONTRACTOR OR SUPPLIER NAME	TYPE OF WORK OR SPECIALTY	ETHNICITY CODE (See Below)	SUB/SUPPLIER DOLLAR AMOUNT	PERCENT OF CONTRACT DOLLARS																
TOTALS:																					
C. SECTION TO BE COMPLETED BY PRIME VENDOR/CONTRACTOR																					
NAME OF SUBMITTER		DATE		TITLE OF SUBMITTER																	
EMAIL ADDRESS OF PRIME (SUBMITTER)		TELEPHONE NUMBER		FAX NUMBER																	
<p>NOTE: This information is used to track and report anticipated DBE or MBE participation in federally-funded contracts. The anticipated DBE or MBE amount is voluntary and will not become part of the contractual terms. This form must be submitted at time of response to a solicitation. If and when awarded a County contract, the prime will be asked to update the information for the grant compliance files.</p> <table border="1" style="margin-left: auto; margin-right: auto;"> <thead> <tr> <th>ETHNICITY</th> <th>CODE</th> </tr> </thead> <tbody> <tr> <td>Black American</td> <td>BA</td> </tr> <tr> <td>Hispanic American</td> <td>HA</td> </tr> <tr> <td>Native American</td> <td>NA</td> </tr> <tr> <td>Subcont. Asian American</td> <td>SAA</td> </tr> <tr> <td>Asian-Pacific American</td> <td>APA</td> </tr> <tr> <td>Non-Minority Women</td> <td>NMW</td> </tr> <tr> <td>Other: not of any other group listed</td> <td>O</td> </tr> </tbody> </table>						ETHNICITY	CODE	Black American	BA	Hispanic American	HA	Native American	NA	Subcont. Asian American	SAA	Asian-Pacific American	APA	Non-Minority Women	NMW	Other: not of any other group listed	O
ETHNICITY	CODE																				
Black American	BA																				
Hispanic American	HA																				
Native American	NA																				
Subcont. Asian American	SAA																				
Asian-Pacific American	APA																				
Non-Minority Women	NMW																				
Other: not of any other group listed	O																				
D. SECTION TO BE COMPLETED BY COLLIER COUNTY																					
DEPARTMENT NAME		COLLIER CONTRACT # (IFB/RFP or PO/REQ)		GRANT PROGRAM/CONTRACT																	
ACCEPTED BY:				DATE																	

COLLIER COUNTY GRANT COMPLIANCE FORM  
**BID OPPORTUNITY LIST FOR COMMODITIES, CONTRACTUAL SERVICES OR  
 PROFESSIONAL CONSULTANT SERVICES**

*It is the policy of Collier County that disadvantaged businesses and minority vendors, as defined in the Code of Federal Regulations (CFR) or Florida Statutes (FS), must have the opportunity to participate on contracts with federal and/or state grant assistance.*

Prime Contractor/Prime Consultant: \_\_\_\_\_

Address and Phone Number: \_\_\_\_\_

Procurement Number/Advertisement Number: \_\_\_\_\_

The list below is intended to be a listing of firms that are, or attempting to, participate on the project numbered above. The list must include the firm bidding or quoting as prime, as well as subs and suppliers quoting for participation. Prime contractors and consultants must provide information for Numbers 1, 2, 3, and 4; and, should provide any information they have for Numbers 5, 6, 7, and 8. This form must be submitted with the bid package.

1. Federal Tax ID Number: _____ 2. Firm Name: _____ 3. Phone Number: _____ 4. Address: _____ _____ _____ _____ 5. Year Firm Established: _____	6. <input type="checkbox"/> <input type="checkbox"/>	DBE Non-DBE	8. Annual Gross Receipts <input type="checkbox"/> Less than \$ 1 million <input type="checkbox"/> Between \$ 1-5 million <input type="checkbox"/> Between \$ 5-10 million <input type="checkbox"/> Between \$ 10-15 million <input type="checkbox"/> More than \$ 15 million
7. <input type="checkbox"/> <input type="checkbox"/>	Subcontractor Subconsultant		

1. Federal Tax ID Number: _____ 2. Firm Name: _____ 3. Phone Number: _____ 4. Address: _____ _____ _____ _____ 5. Year Firm Established: _____	6. <input type="checkbox"/> <input type="checkbox"/>	DBE Non-DBE	8. Annual Gross Receipts <input type="checkbox"/> Less than \$ 1 million <input type="checkbox"/> Between \$ 1-5 million <input type="checkbox"/> Between \$ 5-10 million <input type="checkbox"/> Between \$ 10-15 million <input type="checkbox"/> More than \$ 15 million
7. <input type="checkbox"/> <input type="checkbox"/>	Subcontractor Subconsultant		

1. Federal Tax ID Number: _____ 2. Firm Name: _____ 3. Phone Number: _____ 4. Address: _____ _____ _____ _____ 5. Year Firm Established: _____	6. <input type="checkbox"/> <input type="checkbox"/>	DBE Non-DBE	8. Annual Gross Receipts <input type="checkbox"/> Less than \$ 1 million <input type="checkbox"/> Between \$ 1-5 million <input type="checkbox"/> Between \$ 5-10 million <input type="checkbox"/> Between \$ 10-15 million <input type="checkbox"/> More than \$ 15 million
7. <input type="checkbox"/> <input type="checkbox"/>	Subcontractor Subconsultant		

1. Federal Tax ID Number: _____ 2. Firm Name: _____ 3. Phone Number: _____ 4. Address: _____ _____ _____ _____ 5. Year Firm Established: _____	6. <input type="checkbox"/> <input type="checkbox"/>	DBE Non-DBE	8. Annual Gross Receipts <input type="checkbox"/> Less than \$ 1 million <input type="checkbox"/> Between \$ 1-5 million <input type="checkbox"/> Between \$ 5-10 million <input type="checkbox"/> Between \$ 10-15 million <input type="checkbox"/> More than \$ 15 million
7. <input type="checkbox"/> <input type="checkbox"/>	Subcontractor Subconsultant		

<b>COLLIER COUNTY</b> <b>Certification of Lobbying</b>
---

The undersigned \_\_\_\_\_ (Vendor/ Contractor) certifies, to the best of his or her knowledge and belief, that:

(1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an 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 making lobbying contacts to an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form--LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions [as amended by "Government wide Guidance for New Restrictions on Lobbying," 61 Fed. Reg. 1413 (1/19/96). Note: Language in paragraph (2) herein has been modified in accordance with Section 10 of the Lobbying Disclosure Act of 1995 (P.L. 104-65, to be codified at 2 U.S.C. 1601, *et seq.*)]

(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 (as amended by the Lobbying Disclosure Act of 1995). Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

The prospective participant also agrees by submitting his or her proposal that he or she shall require that the language of this certification be included in all lower tier subcontracts, which exceed \$100,000 and that all such subrecipients shall certify and disclose accordingly.

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

\_\_\_\_\_ Name of Authorized Official

\_\_\_\_\_ Title

\_\_\_\_\_ Signature of Vendor/Contractor's Authorized Official

\_\_\_\_\_ Date

**COLLIER COUNTY**  
**Acknowledgement of Religious Organization Requirements**  
**24 CFR 570.200(j)**

In accordance with the First Amendment of the United States Constitution "church/state principles," Community Development Block Grant CDBG/NSP assistance may not, as a general rule, be provided to primarily religious entities for any secular or religious activities.

Therefore, the following restrictions and limitations apply to any provider which represents that it is, or may be deemed to be, a religious or denominational institution or an organization operated for religious purposes which is supervised or controlled by or operates in connection with a religious or denominational institution or organization.

A religious entity that applies for and is awarded CDBG/NSP funds for public service activities must agree to the following:

1. It will not discriminate against any employee or applicant for employment on the basis of religion and will not limit employment or give preference to persons on the basis of religion.
2. It will not discriminate against any person applying for such public services on the basis of religion and will not limit such services or give preference to persons on the basis of religion.
3. It will provide no religious instruction or counseling, conduct no religious worship or services, engage in no religious proselytizing, and exert no other religious influence in the provision of such public services.
4. The portion of a facility used to provide public services assisted in whole or in part under this agreement shall contain no sectarian or religious symbols or decorations; and
5. The funds received under this agreement shall be use to construct, rehabilitate or restore any facility, which is owned by the provider and in which the public services are to be provided. However, minor repairs may be made if such repairs are directly related to the public services located in a structure used exclusively for non-religious purposes and constitute in dollar terms, only a minor portion of the CDBG/NSP expenditure for the public services.

I hereby acknowledge that I have read the specific requirements contained in this attachment and that eligibility of my organization's project depends upon compliance with the requirements contained in this agreement.

---

(Firm)

---

(Signature)

---

(Date)

---

(Print Name)

---

<b>COLLIER COUNTY</b> <b>Certification of Payments to Influence Federal Transactions</b>
---

**FEDERAL HOUSING AND URBAN DEVELOPMENT GRANT PROGRAMS**

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

(1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an 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 an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, Disclosure Form to Report Lobbying, in accordance with its instructions.

(3) The undersigned shall require that the language 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 sub recipients shall certify and disclose accordingly.

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

I hereby certify that all the information stated herein, as well as any information provided in the accompaniment herewith, is true and accurate. **Warning:** HUD will prosecute false claims and statements. Conviction may result in criminal and/or civil penalties. (18 U.S.C. 1001, 1010, 1012; 31 U.S.C. 3729, 3802)

---

Name of Authorized Official

Title

---

Signature

Date

---

<b>COLLIER COUNTY</b> Acknowledgement of Terms, Conditions and Grant Clauses
---

**Flow Down of Terms and Conditions from the Grant Agreement**

**Subcontracts:** If the vendor subcontracts any of the work required under this Agreement, a copy of the signed subcontract must be available to the Department for review and approval. The vendor agrees to include in the subcontract that (1) the subcontractor is bound by the terms of this Agreement, (ii) the subcontractor is bound by all applicable state and federal laws and regulations, and (iii) the subcontractor shall hold the Department and Recipient harmless against all claims of whatever nature arising out of the subcontractor's performance of work under this Agreement, to the extent allowed and required by law. The recipient shall document in the quarterly report the subcontractor's progress in performing its work under this agreement. For each subcontract, the Recipient shall provide a written statement to the Department as to whether the subcontractor is a minority vendor as defined in Section 288.703, Fla. Stat.

**Certification**

On behalf of my firm, I acknowledge, and agree to perform all of the specifications and grant requirements identified in this solicitation document(s).

Vendor/Contractor Name \_\_\_\_\_

Date \_\_\_\_\_

Authorized Signature \_\_\_\_\_

Address \_\_\_\_\_

**AFFIDAVIT REGARDING LABOR AND SERVICES**

Effective July 1, 2024, pursuant to § 787.06(13), Florida Statutes, when a contract is executed, renewed, or extended between a nongovernmental entity and a governmental entity, the nongovernmental entity must provide the governmental entity with an affidavit signed by an officer or a representative of the nongovernmental entity under penalty of perjury attesting that the nongovernmental entity does not use coercion for labor or services.

Nongovernmental Entity's Name:	
Address:	
Phone Number:	
Authorized Representative's Name:	
Authorized Representative's Title:	
Email Address:	
Project Name:	
Project Number	

**AFFIDAVIT**

I, \_\_\_\_\_ (Name of Authorized Representative), as authorized representative attest that \_\_\_\_\_ (Name of Nongovernmental Entity) does not use coercion for labor or services as defined in § 787.06, Florida Statutes.

Under penalty of perjury, I declare that I have read the foregoing Affidavit and that the facts stated in it are true.

\_\_\_\_\_  
(Signature of authorized representative)                      Date

STATE OF \_\_\_\_\_

COUNTY OF \_\_\_\_\_

Sworn to (or affirmed) and subscribed before me, by means of  physical presence or  online notarization this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by \_\_\_\_\_ (Name of Affiant), who produced their \_\_\_\_\_ as identification or are personally known to me.

\_\_\_\_\_  
Notary Public (not required when digital)

\_\_\_\_\_  
Commission Expires

Personally Known  OR Produced Identification

Type of Identification Produced: \_\_\_\_\_

**Exhibit 2**

**Collier County Department of Community and Human Services (CHS) Sub  
Recipient/Developer/Vendor Conflict of Interest Disclosure Form**

The purpose of this document is to assist in the determination of whether additional restrictions, oversight, or other conditions might be advisable prior to execution of any contract or providing assistance. The term "Conflict of Interest" refers to situations in which financial or other personal considerations may compromise, or have the appearance of compromising, professional judgment in following the rules and regulations applicable to your award.

Please Note: A family member is defined as: a spouse, child, stepchild, parent, sibling, domestic partner or relative by marriage.

Please answer every question in this form and complete the form attachment, if applicable. This form **must** be provided to your assigned CHS Grant Coordinator.

**Subrecipient/Sponsor Name:**

**Subrecipient/Sponsor Address :**

**Subrecipient/Sponsor City,  
State, Zip Code:**

**Agreement Number**

**Funding Source:**

**Agreement Amount:**

**A. Family Relationships:**

Does any employee, board member or person in your agency have a family member directly or indirectly involved or employed with CHS or Collier County that creates a conflict of interest, or the appearance of a conflict under U.S. Treasury's Conflict of Interest regulations?

Yes       No (If YES, please complete the attachment)

**B. Program Relationships:**

Does any employee, board member or person in your agency serve or is appointed to an CHS and/or Collier County Board/Committee that may create a conflict of interest, or the appearance of a conflict under the Conflict of Interest regulations?

Yes       No (If YES, please complete the attachment)

Does an employee of CHS and/or Collier County serve on your agency's Board of Directors, staff, or in any capacity which may create a conflict of interest, or the appearance of a conflict under the Conflict of Interest regulations?

Yes       No (If YES, please complete the attachment)

Does any elected official of Collier County serve on the agency's Board of Directors, which may create a conflict of interest, or the appearance of a conflict under the Conflict of Interest regulations?

Yes       No (If YES, please complete the attachment)

Is any employee, board member and/or person (as described above) in your agency involved in any other activity, directly or indirectly, with CHS and/or Collier County of that may create a conflict of interest or the appearance of a conflict under the Conflict of Interest regulations?

Yes       No (If YES, please complete the attachment)

**C. Business Relationships:**

Is any employee, board member, person in your agency, or a family member involved as an investor, owner, employee, consultant, contractor, or board member with an entity that has a contractual relationship with CHS and/or Collier County to provide goods or services, sponsor development activities, and/or receive referrals from CHS and/or Collier County?

Yes       No (If YES, please complete the attachment)

I understand that, under this agreement, no employee, board member, person in my agency, or family member involved in working on the grant program, in any capacity, may be involved as an investor, owner, employee, consultant, contractor, or board member with an entity that has a contractual relationship with my organization to provide goods or services, sponsor development activities, and/or receive referrals.

Yes       No

*I have read and understand the Conflict of Interest Disclosure Form. I have disclosed all information required by this disclosure, if any, in an attached statement. I agree to comply with any conditions or restrictions imposed by the CHS and/or Collier County to reduce or eliminate actual and/or potential conflicts of interest. I will update this disclosure form promptly, if relevant circumstances change. I understand that this Disclosure is not a confidential document.*

***If U.S. Treasury determines that a conflict of interest exists, this contract may be voided, and terminated and you may be required to return any and all funding allocated, whether used or not used.***

\_\_\_\_\_  
Printed Name of Agency Signatory Authority

\_\_\_\_\_  
Date

\_\_\_\_\_  
Signature of Agency Signatory Authority

**Collier County-CHS  
Conflict of Interest Disclosure Form Attachment**

Agency Name: \_\_\_\_\_  
Agency Address: \_\_\_\_\_  
City, State, ZIP: \_\_\_\_\_

Funding Source: \_\_\_\_\_  
Contract Amount: \_\_\_\_\_  
Sub Recipient Agreement Number: \_\_\_\_\_

If you answered YES to any question on the previous page, please complete the relevant section(s) below and provide this completed form to your Grant Coordinator.

If you answered NO to ALL the questions, you may discard this attachment.

**A. Family Relationships:**

1. Name of the family member(s) directly or indirectly involved or employed by CHS/Collier County:

\_\_\_\_\_  
\_\_\_\_\_

2. Do any of the family members work in the program area? Yes  No

3. Are any of the family members elected officials of Collier County? Yes  No

4. Relationship: \_\_\_\_\_ Position: \_\_\_\_\_

**B. Program Relationships:**

1. Other Activities: Name and describe and federal/county activity and/or program that you/your organization are directly or indirectly involved with?

\_\_\_\_\_  
\_\_\_\_\_

2. Have you used the agencies' name, resources (facilities, personnel, or equipment), or confidential information in connection with the activity and/or program described in #1 above?

Yes

No (If YES, describe the resource used)

3. Name of the employee, board member or person (as described above) serving or appointed to serve on an CHS and/or Collier County Committee/Board/program:

\_\_\_\_\_  
\_\_\_\_\_

4. Name of board/committee:

\_\_\_\_\_

5. Does any CHS employee or County official serve on your agency's Board of Directors?

Yes

No

If yes, please complete the following information:

Name: \_\_\_\_\_ Position: \_\_\_\_\_

Department: \_\_\_\_\_ Supervisor: \_\_\_\_\_

**C. Business Relationships:**

Please complete this section for EACH business relationship or attach a separate explanation of business and research activities.

1. Name of Business:

\_\_\_\_\_

2. Categorize the business' relationship with CHS and/or Collier County:

- Consultant or Advisor
- Research Activities
- Business or Referrals
- Other contractual or business relationship

Briefly describe the business, or licensing activity: \_\_\_\_\_

3. Who is involved with the business? – Check all that apply

- Employee Name:
- Family member (name & relationship):

Describe the position or involvement – Check all that apply

- Owner/Investor
- Board Member
- Employee/Manager
- Other

4. Are they receiving any type of compensation?

- Yes     No

If YES, describe: \_\_\_\_\_

5. Who at the CHS and/or Collier County oversees the relationship with this business?

Name: \_\_\_\_\_ Title: \_\_\_\_\_

Department: \_\_\_\_\_ Phone: \_\_\_\_\_

Printed Name

Date

\_\_\_\_\_  
(Agency Signatory Authority)

\_\_\_\_\_

\_\_\_\_\_  
Signature

COLLIER COUNTY COMMUNITY & HUMAN SERVICES  
NEVER CONTRACT WITH THE ENEMY CERTIFICATION

SUBRECIPIENT Name:

SUBRECIPIENT Address:

Project Name:

Project No:

In accordance with [2 CFR Part 183](#) and [2 CFR 200.15](#), SUBRECIPIENT shall exercise due diligence to ensure that no funds, including supplies and services, received under this Agreement are provided directly or indirectly (including through subawards or contracts) to a person or entity who is actively opposing the United States or coalition forces involved in a contingency operation in which members of the Armed Forces are actively engaged in hostilities, which must be completed through [2 CFR 180.300](#) prior to issuing a subaward or contract.

SUBRECIPIENT shall terminate or void, in whole or in part, any subaward or contract with a person or entity listed in the System for Award Management (SAM.gov) as a prohibited or restricted source pursuant to subtitle E of the Title VIII of the NDAA for FY 2015, unless the Federal agency provides written approval to continue the subaward or contract.

The COUNTY and/or Federal agency has the authority to terminate or void this Agreement, in whole or in part, in the COUNTY or Federal agency becomes aware that SUBRECIPIENT has failed to exercise due diligence as required above or if the COUNTY or Federal agency becomes aware of any funds received under this Agreement have been provided directly or indirectly to a person or entity who is actively opposing coalition forces involved in a contingency operation in which members of the Armed Forces are actively engaged in hostilities.

I certify that \_\_\_\_\_ will not contract or subcontract with any person or entity that is actively opposing the United States or which the Armed Forces are actively engaged in hostilities.

Name: \_\_\_\_\_

Signature: \_\_\_\_\_

Title: \_\_\_\_\_

Your typed name here represents your electronic signature

COLLIER COUNTY COMMUNITY & HUMAN SERVICES  
WHISTLEBLOWER PROTECTIONS CERTIFICATION

ORGANIZATION Name:	
ORGANIZATION Address:	
Project Name:	
Project No:	

In accordance with [2 CFR 200.217](#) and [41 U.S.C. § 4712](#), [Organization Name] may not discharge, demote, or otherwise discriminate against an employee in reprisal for disclosing to any of the list of persons or entities provided below, information that the employee reasonably believes is evidence of gross mismanagement of a federal contract or grant, a gross waste of federal funds, an abuse of authority relating to a federal contract or grants, a substantial and specific danger to public health or safety, or a violation of law, rule, or regulation related to a federal contract (including the competition for or negotiation of a contract) or grant.

The list of persons and entities referenced in the paragraph above includes the following:

- A member of Congress or a representative of a committee of Congress
- An Inspector General
- The Government Accountability Office
- A Treasury employee responsible for contract or grant oversight or management
- An authorized official of the Department of Justice or other law enforcement agency
- A court or grand jury
- A management official or other employee of SUBRECIPIENT, contractor, or subcontractor who has the responsibility to investigate, discover, or address misconduct

[Organization Name] shall inform its employees in writing of whistleblower rights and remedies provided under section 41 U.S.C. § 4712, in the predominant native language of the workforce.

By signing this form, I certify that [Organization Name] will comply with all Whistleblower rights and protections for its employees.

Name: \_\_\_\_\_

Signature: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Your typed name here represents your electronic signature

COLLIER COUNTY COMMUNITY & HUMAN SERVICES  
WHISTLEBLOWER PROTECTIONS CERTIFICATION

ORGANIZATION Name:	
ORGANIZATION Address:	
Employee Name:	
Project Name:	
Project No:	

In accordance with [2 CFR 200.217](#) and [41 U.S.C. § 4712](#), Organization Name may not discharge, demote, or otherwise discriminate against an employee in reprisal for disclosing to any of the list of persons or entities provided below, information that the employee reasonably believes is evidence of gross mismanagement of a federal contract or grant, a gross waste of federal funds, an abuse of authority relating to a federal contract or grants, a substantial and specific danger to public health or safety, or a violation of law, rule, or regulation related to a federal contract (including the competition for or negotiation of a contract) or grant.

The list of persons and entities referenced in the paragraph above includes the following:

- A member of Congress or a representative of a committee of Congress
- An Inspector General
- The Government Accountability Office
- A Treasury employee responsible for contract or grant oversight or management
- An authorized official of the Department of Justice or other law enforcement agency
- A court or grand jury
- A management official or other employee of SUBRECIPIENT, contractor, or subcontractor who has the responsibility to investigate, discover, or address misconduct

Organization Name shall inform its employees in writing of whistleblower rights and remedies provided under section 41 U.S.C. § 4712, in the predominant native language of the workforce.

By signing this form, I certify that I have reviewed and understand my Whistleblower rights and protections as provided above.

Name: \_\_\_\_\_

Signature: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Your typed name here represents your electronic signature

### **Davis Bacon Wage Rates**

The attached wage rate will be used for the duration of the project. The Wage Rate shows the minimum amount employees by category must be paid on this project.

"General Decision Number: FL20260059 01/02/2026

Superseded General Decision Number: FL20250059

State: Florida

Construction Type: Residential

County: Collier County in Florida.

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

Modification Number 0 Publication Date 01/02/2026

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

-----  
ENGI0487-025 07/01/2023

	Rates	Fringes
OPERATOR: Oiler.....	\$ 27.53	14.90

-----  
IRON0272-004 10/01/2024

	Rates	Fringes
IRONWORKER, STRUCTURAL AND REINFORCING.....	\$ 28.84	15.72

-----  
SUFL2009-098 06/08/2009

	Rates	Fringes
BRICKLAYER.....	\$ 20.00	0.00
CARPENTER.....	\$ 13.66	2.67
CEMENT MASON/CONCRETE FINISHER...	\$ 12.83	0.00
ELECTRICIAN.....	\$ 13.15	0.00
IRONWORKER, ORNAMENTAL.....	\$ 15.25	0.00
LABORER: Common or General.....	\$ 9.18	0.00
LABORER: Mason Tender - Brick...	\$ 11.51	0.00
LABORER: Mason Tender - Cement/Concrete.....	\$ 10.94	0.00

LABORER: Pipelayer.....	\$ 15.14	0.00
LABORER: Roof Tearoff.....	\$ 9.00	0.00
LABORER: Landscape and Irrigation.....	\$ 13.54	0.00
OPERATOR: Asphalt Paver.....	\$ 12.40	0.00
OPERATOR: Backhoe Loader Combo.....	\$ 17.04	0.00
OPERATOR: Backhoe/Excavator.....	\$ 15.25	0.00
OPERATOR: Bulldozer.....	\$ 14.50	2.00
OPERATOR: Distributor.....	\$ 11.41	0.00
OPERATOR: Forklift.....	\$ 17.50	0.00
OPERATOR: Grader/Blade.....	\$ 14.00	0.00
OPERATOR: Loader.....	\$ 12.17	0.00
OPERATOR: Roller.....	\$ 10.62	0.00
OPERATOR: Screed.....	\$ 10.93	0.00
OPERATOR: Trackhoe.....	\$ 14.81	0.00
OPERATOR: Tractor.....	\$ 10.20	0.00
PAINTER: Brush, Roller and Spray.....	\$ 14.56	0.00
PLUMBER.....	\$ 13.45	0.00
ROOFER, Includes Built Up, Modified Bitumen, and Shake & Shingle Roofs (Excludes Metal Roofs).....	\$ 15.65	0.00
ROOFER: Metal Roof.....	\$ 16.99	0.00
SHEET METAL WORKER, Excludes Metal Roof Installation.....	\$ 9.85	0.38
TRUCK DRIVER, Includes Dump Truck.....	\$ 10.22	0.00
TRUCK DRIVER: Lowboy Truck.....	\$ 12.10	0.00

-----

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

=====  
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>.

Note: Executive Order 13658 generally applies to contracts subject to the Davis-Bacon Act that were awarded on or between January 1, 2015 and January 29, 2022, and that have not been renewed or extended on or after January 30, 2022. Executive Order 13658 does not apply to contracts subject only to the Davis-Bacon Related Acts regardless of when they were awarded. If a contract is subject to Executive Order 13658, the contractor must pay all covered workers at least \$13.30 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 2025. The applicable Executive Order minimum wage rate will be adjusted annually. Additional information on contractor requirements and worker protections under Executive Order 13658 is available at [www.dol.gov/whd/govcontracts](http://www.dol.gov/whd/govcontracts).

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

-----

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

#### Union Rate Identifiers

A four-letter identifier beginning with characters other than ""SU"", ""UAVG"", ?SA?, or ?SC? denotes that a union rate was prevailing for that classification in the survey. Example: PLUM0198-005 07/01/2024. PLUM is an identifier of the union whose collectively bargained rate 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. The date, 07/01/2024 in the example, is the effective date of the most current negotiated rate.

Union prevailing wage rates are updated to reflect all changes over time that are reported to WHD in the rates in the collective bargaining agreement (CBA) governing the classification.

## Union Average Rate Identifiers

The UAVG identifier indicates that no single rate prevailed for those classifications, but that 100% of the data reported for the classifications reflected union rates. EXAMPLE: UAVG-OH-0010 01/01/2024. UAVG indicates that the rate is a weighted union average rate. OH indicates the State of Ohio. The next number, 0010 in the example, is an internal number used in producing the wage determination. The date, 01/01/2024 in the example, indicates the date the wage determination was updated to reflect the most current union average rate.

A UAVG rate will be updated once a year, usually in January, to reflect a weighted average of the current rates in the collective bargaining agreements on which the rate is based.

## Survey Rate Identifiers

The "SU" identifier indicates that either a single non-union rate prevailed (as defined in 29 CFR 1.2) for this classification in the survey or that the rate was derived by computing a weighted average rate based on all the rates reported in the survey for that classification. As a weighted average rate includes all rates reported in the survey, it may include both union and non-union rates. Example: SUFL2022-007 6/27/2024. SU indicates the rate is a single non-union prevailing rate or a weighted average of survey data for that classification. FL indicates the State of Florida. 2022 is the year of the 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. The date, 6/27/2024 in the example, indicates the survey completion date for the classifications and rates under that identifier.

?SU? wage rates typically remain in effect until a new survey is conducted. However, the Wage and Hour Division (WHD) has the discretion to update such rates under 29 CFR 1.6(c)(1).

## State Adopted Rate Identifiers

The "SA" identifier indicates that the classifications and prevailing wage rates set by a state (or local) government were adopted under 29 C.F.R 1.3(g)-(h). Example: SAME2023-007 01/03/2024. SA reflects that the rates are state adopted. ME refers to the State of Maine. 2023 is the year during which the state completed the survey on which the listed classifications and rates are based. The next number, 007 in the example, is an internal number used in producing the wage determination. The date, 01/03/2024 in the example, reflects the date on which the classifications and rates under the ?SA? identifier took effect under state law in the state from which the rates were adopted.

## -----

### WAGE DETERMINATION APPEALS PROCESS

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

- a) a survey underlying a wage determination
- b) an existing published wage determination
- c) an initial WHD letter setting forth a position on a wage determination matter
- d) an initial conformance (additional classification

and rate) determination

On survey related matters, initial contact, including requests for summaries of surveys, should be directed to the WHD Branch of Wage Surveys. Requests can be submitted via email to davisbaconinfo@dol.gov or by mail to:

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

Regarding any other wage determination matter such as conformance decisions, requests for initial decisions should be directed to the WHD Branch of Construction Wage Determinations. Requests can be submitted via email to BCWD-Office@dol.gov or by mail 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 an initial decision has been issued, then any interested party (those affected by the action) that disagrees with the decision can request review and reconsideration from the Wage and Hour Administrator (See 29 CFR Part 1.8 and 29 CFR Part 7). Requests for review and reconsideration can be submitted via email to dba.reconsideration@dol.gov or by mail 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 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.

=====

END OF GENERAL DECISION

..

## BABA Requirements

This section contains information on Build America/Buy America and its requirements. The flyer is included to provide general guidance on BABA and compliance requirements. Other forms of documentation certifying that the materials are made domestically may be accepted in place of the Manufacturers' Certification Requirements outlined in the flyer.



# Build America, Buy America (BABA)



Community and Human Services

Requirements for all Federally funded infrastructure projects

The Build America, Buy America Act, enacted as part of the Infrastructure Investment and Jobs Act on November 15, 2021 requires that products used in federally funded infrastructure projects must be sourced domestically. This requirement helps build a resilient domestic supply chain and increases the manufacturing base for these products in the United States.

## Roles and Responsibilities



### GRANT COORDINATOR

Incorporate BABA requirements into all agreements. Obtain manufacturer certifications and maintain documents in project files. Conduct inspections and Examine documentation for incorporated products.



### SUBRECIPIENT / CONTRACTOR

Procure U.S. made products, obtain certifications from manufacturers, and maintain a list of items covered by the De minimis Use Waiver (see reverse page for more information). Submit the Contractor's & Engineer's Build America, Buy America certification form with each payment application.



### MANUFACTURER

Provide product certifications to contractor/subcontractor.



### GRANT COMPLIANCE UNIT

Examine documentation for incorporated products. Reviews the De minimis tracking form.



### ENGINEER/CONSULTANT

Assists loan recipient to comply with requirements by ensuring BABA is incorporated into all contracts and all prospective bidders are aware of BABA components incorporated into design. When approving shop drawings and materials, verify BABA compliance and assist with collecting certifications.

## Manufacturers Certification Requirements

The Contractor, through its subcontractors, suppliers, and manufacturers, shall provide to Community and Human Services (CHS) a written certification that all manufactured iron and steel, and construction materials provided for the project comply with the BABA requirements of the CPD programs.

Manufacturer's certification letters *must include* the following:

- Manufacturer name.
- CHS construction project name and location.
- A list of specific product(s) delivered to the project site.
- Category of item(s); i.e., iron and steel, construction material, or manufactured product.
- A statement that the product is in compliance with the Build America, Buy America (BABA) requirement as mandated by the Infrastructure Investment and Jobs Act (IIJA – Public Law No. 117-58).
- The location of the foundry/mill/factory where the product was manufactured (City and State).
- A signature by a manufacturer's responsible party.

**BE PROACTIVE! IDENTIFY BABA COMPONENTS UPFRONT AND OBTAIN CERTIFICATIONS EARLY IN THE PROCESS.**

For additional information regarding the BABA provision and requirements, visit:  
[https://www.hud.gov/program\\_offices/general\\_counsel/build\\_america\\_buy\\_america/comply#notices](https://www.hud.gov/program_offices/general_counsel/build_america_buy_america/comply#notices)

## Products and Materials Subject to BABA

### IRON AND STEEL PRODUCTS

BABA Iron & Steel applies to construction materials if their material cost is made up of more than 50% iron and/or steel. Products less than 50% iron/steel will likely be considered construction material and still need to comply with BABA.

- |   |  |   |  |   |
|---|--|---|--|---|
| <ul style="list-style-type: none"> <li>• Railings</li> <li>• Lined/unlined pipes or fittings</li> <li>• Manhole covers</li> <li>• Municipal castings</li> </ul> | <ul style="list-style-type: none"> <li>• Hydrants</li> <li>• Pipes, clamps &amp; restraints</li> <li>• Valves; Structural Steel</li> </ul> | <ul style="list-style-type: none"> <li>• Reinforced precast concrete</li> <li>• Tanks; Concrete reinforcing bars (rebar)</li> <li>• Angles</li> </ul> | <ul style="list-style-type: none"> <li>• Tubing</li> <li>• Joists</li> <li>• Framing</li> <li>• Welding rods</li> <li>• Fasteners</li> </ul> | <ul style="list-style-type: none"> <li>• Dome Structures</li> <li>• Roofing</li> <li>• Fencing &amp; fence tubing</li> <li>• Ductwork</li> <li>• And More!</li> </ul> |
|---|--|---|--|---|

### CONSTRUCTION MATERIALS

- |  |   |  |   |
|--|---|--|---|
| <ul style="list-style-type: none"> <li>• Non-ferrous metals</li> <li>• Plastic and polymer-based products (including pvc, composite building materials, and polymers used in fiber optic cables)</li> <li>• Lumber</li> <li>• Drywall</li> </ul> | <ul style="list-style-type: none"> <li>• Glass (including optic glass)</li> <li>• Engineered wood</li> <li>• And More!</li> </ul> | <p><b>EXEMPT</b></p> <ul style="list-style-type: none"> <li>• Cement and cementitious materials</li> <li>• Aggregates such as stone</li> </ul> | <ul style="list-style-type: none"> <li>• Sand, gravel, or aggregate binding agents or additives</li> <li>• Asphalt</li> </ul> |
|--|---|--|---|

### MANUFACTURED PRODUCTS

Applies to products where the cost of components of the product that are mined, produced, or manufactured in the US is greater than 55% of the total cost of all components.

- |  |   |   |   |  |
|--|---|---|---|--|
| <p>Mechanical and electrical components, equipment, and systems such as:</p> <ul style="list-style-type: none"> <li>• Sensors</li> </ul> | <ul style="list-style-type: none"> <li>• Pumps</li> <li>• Motors</li> <li>• Gear Reducers</li> <li>• Drives (i.e., VFDs)</li> </ul> | <ul style="list-style-type: none"> <li>• Gates</li> <li>• Actuators</li> <li>• Meters</li> <li>• Compressors</li> </ul> | <ul style="list-style-type: none"> <li>• Controls and switches</li> <li>• Blowers/aeration equipment</li> <li>• Mixers</li> </ul> | <ul style="list-style-type: none"> <li>• Motorized screens</li> <li>• Supervisory control and data acquisition</li> <li>• And More!</li> </ul> |
|--|---|---|---|--|

Review CPD's [BABA Implementation Procedures](#) and [Supplemental FAQs](#) for additional information and a more detailed list of products and materials subject to BABA.

### Waivers

BABA requirements apply unless a waiver is granted by the Housing of Urban Development (HUD). HUD may grant product and project-specific waivers from the BABA requirements if one or more of the following criteria applies:

- (1) Applying BABA requirements would be inconsistent with the public interest;
- (2) BABA compliant materials are not produced in the US in sufficient and reasonably available quantities or of a satisfactory quality; or
- (3) BABA compliant materials produced in the US will increase cost of project by more than 25%.

Currently approved or proposed waivers and the requirements are available on [HUD's website](#).

The [BABA De minimis waiver](#) applies to miscellaneous non-domestically made, low-cost components tracked in the [De Minimis Tracking Report](#). The cumulative costs for these components may not exceed 5% of the total project cost.

### Questions and General Inquiries

HUD: [BuildAmericaBuyAmerica@hud.gov](mailto:BuildAmericaBuyAmerica@hud.gov)

CHS : [Vanessa.Collier@colliercountyfl.gov](mailto:Vanessa.Collier@colliercountyfl.gov)



**Bid Form**

Both the Bid Form and the BABA certification must be completed and submitted as part of the sealed bid.

## Bid Form

PROPOSAL OF: \_\_\_\_\_ (hereinafter called "BIDDER"), organized and existing under the laws of the State of Florida (or if not Florida then \_\_\_\_\_) doing business as: \* \_\_\_\_\_  
\*Insert a corporation, a partnership or an individual as applicable.

TO: Big Cypress Housing Corporation (hereinafter collectively called the "OWNER")

In compliance with the Invitation to Bid, Contract Documents, Drawing and Specifications, BIDDER hereby proposes to perform all WORK for the Main Street Village Re-Roofing Project in Immokalee, Florida (hereinafter called "THE PROJECT") in strict accordance with the Invitation to Bid, Contract Documents, Drawings and Specifications dated \_\_\_\_\_ within the time negotiated with the successful bidder and at the prices stated in the Schedule shown below. The BIDDER declares that BIDDER has examined the project site and is fully informed regarding all conditions pertaining to the place where the work is to be done; that BIDDER has examined the Contract Documents relative thereto, Invitation to Bid, Drawings and Specifications, Bid Form and all other attachments; that BIDDER acknowledges receipt of all Addenda; and that BIDDER has satisfied himself as to the WORK to be performed. The BIDDER further certifies receipt of the applicable BABA Requirements and Davis Bacon Wage Rates included in the Bid Package and has included those requirements when preparing and submitting the BID.

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.

The BIDDER certifies that a Bid Bond has been provided as part of their Sealed Bid Submittal. The BIDDER agrees, if this bid is accepted, to contract with the OWNER in the form of a Contract Agreement to furnish all necessary materials, equipment, machinery, tools, apparatus, means of transportation labor, all means, techniques, sequences, procedures and incidentals necessary to construct and complete, within the time specified, the WORK covered by this Bid Form, Specifications and other Contract Documents. The BIDDER further agrees to furnish evidence of Insurance before he begins work and not to withdraw this BID for a period of sixty (60) calendar days after the time set for the opening of Bids.

BIDDER hereby agrees to commence WORK under this contract on or before a date to be specified in the NOTICE TO PROCEED. BIDDER agrees to perform the WORK covered by this Bid Form, Specifications and other Contract Documents including any and all additions or deletions listed in the itemized BID DETAIL schedule for the following SCHEDULE OF BID PRICE.

1. SCHEDULE OF BID PRICE: (Note: Bids shall include all applicable taxes, insurance, bonds, revision and re-inspection fees and other fees as described herein). Should the Bidder wish to qualify the Bid in any manner as to the plans and specifications, these qualifications must be attached in writing to the Bid at the time of Bid submission. The OWNER may choose to accept or reject any qualified bid in its sole discretion.

For all work noted in the Specifications and Contract Documents including removing and replacing the roofs, fascia, soffit and gutters at Main Street Village in Immokalee.

**Main Street Village Re-Roofing Project**

NOTE: Each price requested below is for a single building of that type.

Building Type	Price with Asphalt Shingles, New Aluminum Fascia & Soffit, New Gutters and Gutter Screens, and New Gutter Splashblocks*
Type I	\$_____ for Building Type I
Type II	\$_____ for Building Type II
Type III	\$_____ for Building Type III
Type IV	\$_____ for Building Type IV
Type V	\$_____ for Building Type V
Amenity Center**	\$_____ for Amenity Center

\*All materials must meet requirements outlined in bid specifications.

\*\*Amenity Center is also known as the Clubhouse & Office Building

Each price requested above is for a single building of that type.

**PLYWOOD REPLACEMENT**

Cost per 4' x 8' sheet of plywood installed. \$ \_\_\_\_\_

## Prioritized List of Buildings

Total funds available are limited. If the available project funding is insufficient to re-roof all 18 Buildings and Building Types under this Request for Proposals, buildings will be selected in order in accordance with the Prioritized List of Buildings below until grant funds are expended. The remainder of the buildings will not be re-roofed under the construction agreement nor is the balance of work remaining committed to be undertaken with the successful Bidder.

- 140 Anhinga Circle (Type II)
- 105 Anhinga Circle (Type IV)
- 108 Anhinga Circle (Type V)
- 109 Anhinga Circle (Type IV)
- 112 Anhinga Circle (Type I)
- 127 Anhinga Circle (Type IV)
- 128 Anhinga Circle (Type III)
- 132 Anhinga Circle (Type IV)
- 134 Vireos Way (Type V)
- 135 Vireos Way (Type IV)
- 136 Anhinga Circle (Type IV)
- 116 Anhinga Circle (Type V)
- 120 Anhinga Circle (Type I)
- 123 Anhinga Circle (Type IV)
- 124 Anhinga Circle (Type III)
- 130 Vireos Way (Type V)
- 131 Vireos Way (Type IV)
- 104 Anhinga Circle - Amenity Center/Clubhouse

Signature: \_\_\_\_\_

Date: \_\_\_\_\_/2026

BIDDER NAME: \_\_\_\_\_

TITLE: \_\_\_\_\_

SEAL

CORPORATION: \_\_\_\_\_

TELEPHONE: \_\_\_\_\_

**NOTARY**

State of Florida )

County of \_\_\_\_\_ )

The foregoing BID was acknowledged before me by means of \_\_\_\_ personal appearance or \_\_\_\_\_online notarization, this \_\_\_\_\_ day of \_\_\_\_\_, 2026 by \_\_\_\_\_, as \_\_\_\_\_ of \_\_\_\_\_. He/She/They are personally known to me or has produced \_\_\_\_\_ as identification.

\_\_\_\_\_  
Signature of Person Taking Acknowledgement

NOTARIAL SEAL

\_\_\_\_\_  
Print Name



# Bidder's Build America, Buy America Certification



Community and Human Services

Project Number: \_\_\_\_\_

Project Name : \_\_\_\_\_ Funding: \_\_\_\_\_

Subrecipient: \_\_\_\_\_

Collier County Community and Human Services, federally funded programs require subrecipients, contractor, subcontractors to use iron, steel, manufactured goods, and construction materials that are produced in the United States in a manner that complies with the Build America, Buy America (BABA) requirement for projects that involve the construction, alteration, maintenance, or repair of any public infrastructure utilizing grant funding. For more information about BABA requirements and authorization, visit the U.S. Housing and Urban Development (HUD) website:

[https://www.hud.gov/program\\_offices/general\\_counsel/build\\_america\\_buy\\_america/comply#notices](https://www.hud.gov/program_offices/general_counsel/build_america_buy_america/comply#notices).

*As a bidder for the project listed above, I certify that I have read, understand, and will comply with the "Build America, Buy America" provisions as required by federal law. Furthermore, I understand that BABA provisions apply to any and all portions of this project, including subcontracted portions and that I certify to the best of my knowledge and belief that I will identify domestic sources of BABA-covered products, provide verification documentation for BABA-compliance, and when needed provide waiver documentation per current CPD guidance.*

*I understand that a false statement on this certification may be grounds for rejection or termination of any award.*

\_\_\_\_\_  
Signature of Bidder

\_\_\_\_\_  
Date

\_\_\_\_\_  
Printed Name and Title of Bidder

\_\_\_\_\_  
Name of Bidder's Company

\_\_\_\_\_  
Bidder's Company Address

\_\_\_\_\_  
Bidder's Telephone Number

*\* BABA provisions apply to all federally funded infrastructure Federal FY 2022.*

## Instructions

**PURPOSE:** The Bidder's "Build America, Buy America" Certification is used to certify that, as required by federal law, all of the iron, steel, manufactured products, and construction materials permanently incorporated into a project funded with assistance by the State Revolving Fund are produced in the United States in a manner that complies with the BABA requirement, unless a waiver is granted by the Office of Management and Budget (OMB) or the Housing and Urban Development (HUD).

**GENERAL INFORMATION:** Build America, Buy America (BABA) guidance requires the following Buy America preference:

1. All iron and steel used in the project are produced in the United States. This means all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States.
2. All manufactured products used in the project are produced in the United States. This means the manufactured product was manufactured in the United States, and the cost of the components of the manufactured product that are mined, produced, or manufactured in the United States is greater than 55 percent of the total cost of all components of the manufactured product, unless another standard for determining the minimum amount of domestic content of the manufactured product has been established under applicable law or regulation.
3. All construction materials are manufactured in the United States. This means that all manufacturing processes for the construction material occurred in the United States.

Additional information, including any published waivers, is posted on the HUD exchange website, [https://www.hud.gov/program\\_offices/general\\_counsel/build\\_america\\_buy\\_america/comply#notices](https://www.hud.gov/program_offices/general_counsel/build_america_buy_america/comply#notices).

**INSTRUCTIONS:** The contractor bidding on a project funded in whole or in part by CDBG will enter the project agreement number, subrecipient, and prime contractor.

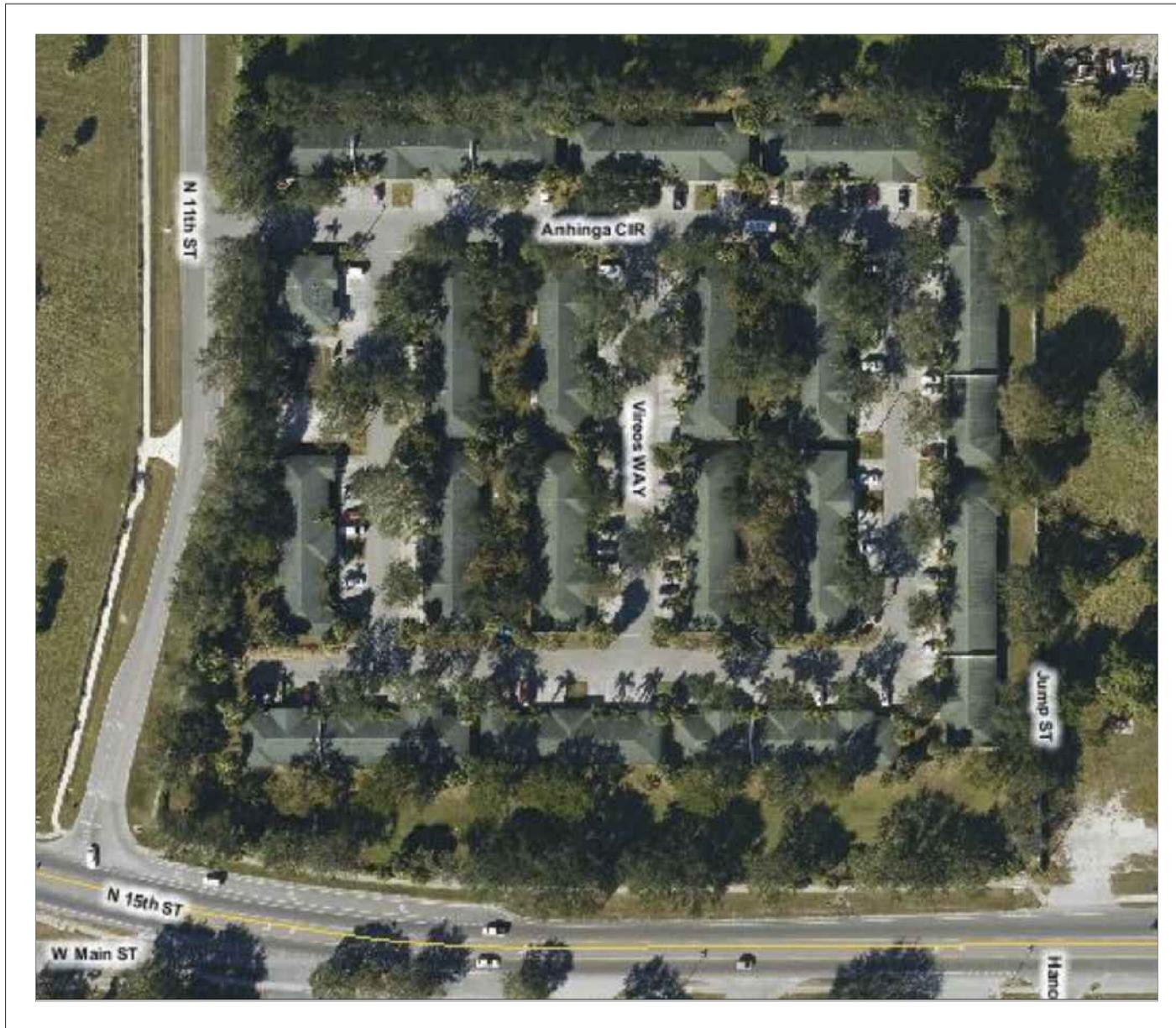
Certify that the contractor will comply with BABA requirements by signing the form. Include the date, name, and title of the bidder, name of bidder's company, bidder's address, and bidder's telephone number. Please note that BABA covered materials to be supplied by a subcontractor must be BABA compliant as well.

The subrecipient must submit this form from the winning bidder (typically as part of the bid package) either by email to the CHS Grant Coordinator or by mail to: Collier County Community and Human Services 3339 Tamiami Trail E, building H, Suite 213, Naples FL 34112

**CHS REVIEW AND FILING:** CHS will use this form to document bidder compliance with BABA. The form will be kept in the project file and will be retained for three years following the final closeout monitoring.

**Project specifications prepared by Hoffman & Facundo Architects**

Any request for substitute or “or equal” shall include the Manufacturer’s Certification of compliance with the Build America, Buy America Act (BABAA) requirements mandated by Title IX of the Infrastructure Investment and Jobs Act, Pub. L. 177-58



## INDEX OF DRAWINGS

	COVER SHEET
A-1	SITE PLAN
A-2	BUILDINGS 132 - 136 - 140
A-3	BUILDINGS 124 - 128
A-4	BUILDINGS 112 - 116 - 120
A-5	BUILDINGS 105 - 108 - 109 - AMENITY CNTR.
A-6	BUILDINGS 131 - 134 - 135
A-7	BUILDINGS 123 - 127 - 130



**LOCATION MAP**  
N.T.S.

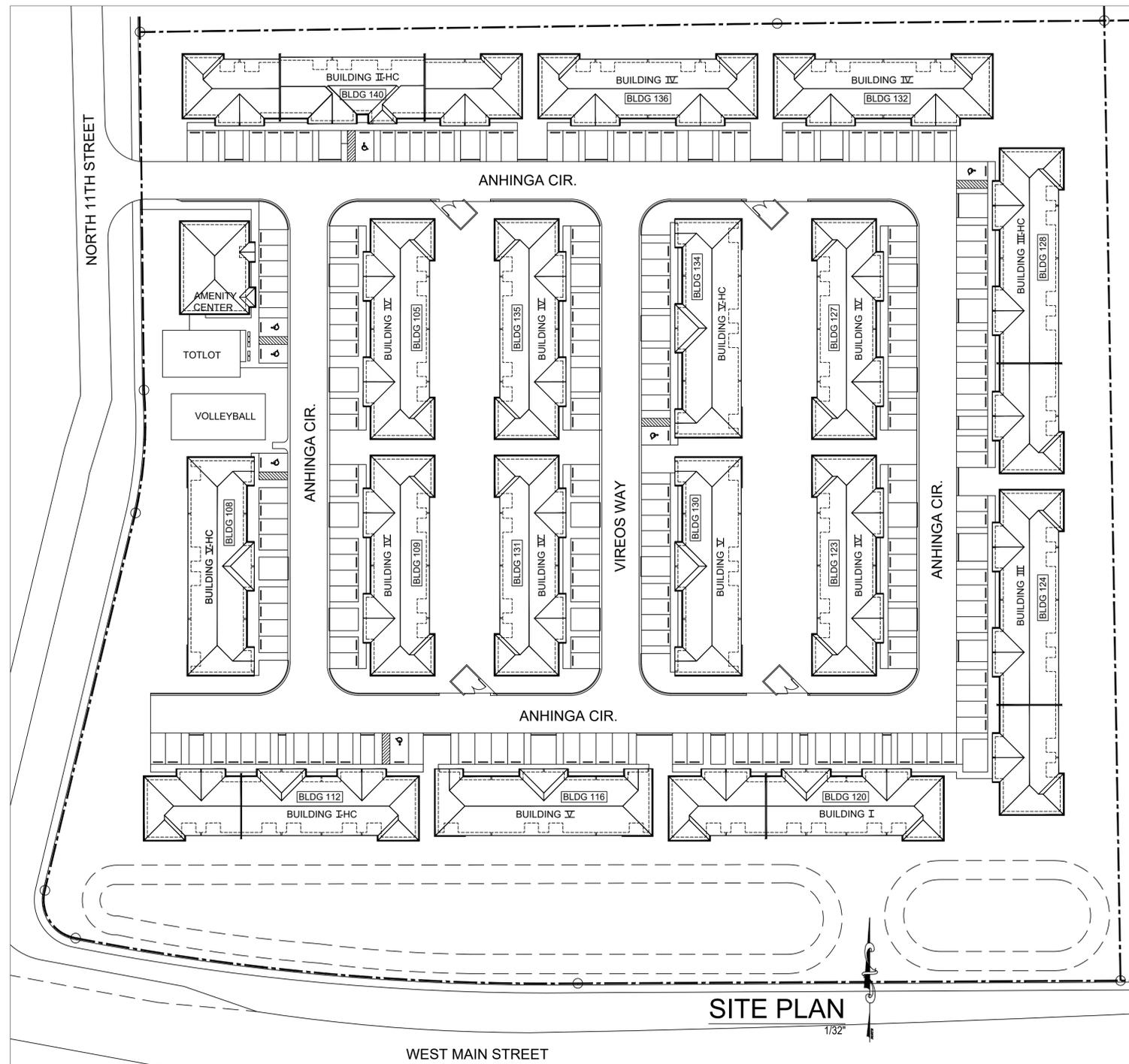
# MAIN STREET VILLAGE

**104 ANHINGA CIRCLE, IMMOKALEE, FLORIDA 34142**

**PACKAGE #2 - ROOF REPLACEMENT**

**OCTOBER 24th 2025**





**SCOPE OF WORK - ALL BUILDINGS**

NOTE: The manufacturers and products listed on these drawings are for performance and quality standards only. Any manufacturer or product that meets or exceeds the standard listed will be acceptable. Bidders may submit alternative manufacturers for approval during the bid process, or wait until selected, and then submit for approval.

**ITEM # 1 - REROOFING**

- A. Remove all existing roofing and underlayment down to plywood. Remove gutters and downspouts, drip edges and flashings. Verify existing wood elements are viable for reuse especially fascia, subfascia and blocking elements. Notify architect of any rotten or damaged wood. See below for wood replacement instructions.
- B. Install GAF UHDZ Shingles (Color TBD) with Manufacturer's lifetime warranty.
- C. PROVIDE 25 year Stain Guard Plus Algae protection limited warranty.
- D. PROVIDE GAF Seal-a-Ridge Hip and Ridge Vents.
- E. PROVIDE GAF COBRA Ridge Vents.
- F. PROVIDE GAF Starter Shingles.
- G. PROVIDE Ice and Water Shield in Valleys and 12" at drip edges.
- H. PROVIDE Drip Edge on all Rakes and Eaves.
- I. PROVIDE Peel and Stick Underlayment.
- J. PERMIT, dumpster Cleanup, and multiple magnet sweeps for nails to be included.
- K. INSTALLATION will be performed to Florida Building Code Latest Edition and Manufacturer's published Specifications and Installation details.
- L. WOOD (if needed)  
Provide up to 6 (six) 4'-0"x 8'-0" sheets of replacement plywood per building. Notify Architect as work progresses on rotten plywood encountered and provide pictures of rotten plywood to be replaced. Any 2"x4" truss scabbing, wood fascia and/or sub fascia replacement shall be at market prices upon notification to the Architect of conditions encountered.

**ITEM # 2 - NEW GUTTER AND DOWNSPOUTS**

- A. PROVIDE NEW GUTTERS AND DOWNSPOUTS. Location to be the same as the removed elements
- B. GUTTER to be 5" aluminum seamless gutters and downspouts, mill finish, aluminum finish. Install with clips and straps as recommended by the manufacturer/installer. Note: Screen guards compatible with the gutters are required. An approved manufacturer is shown herein as a performance specification. Manufacturer and installer details shall match or exceed the approved specification. Samples, including a trial installation, is required. Gutter Downspout color to be bronze.

**ITEM # 3 - ALUMINUM FASCIA AND SOFFITS**

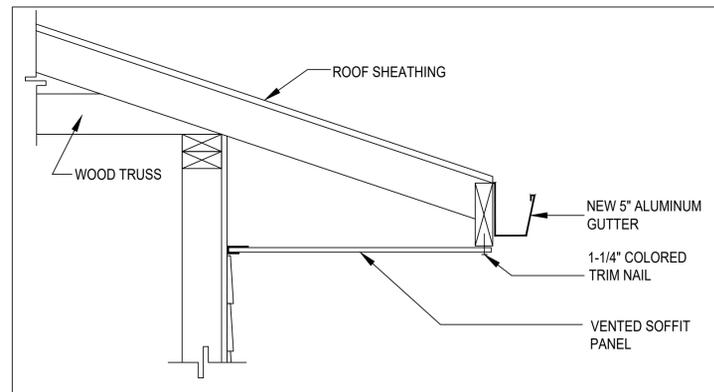
- A. NEW ALUMINUM Fascia and vented soffits on all buildings and all locations. Color to be bronze. Provide a system compatible with each other and all fasteners and joiners by manufacturer. (fascia and soffits). Provide a sample for approval and, if approved, a section installed for review before ordering all materials. Note: Sample can be permanent upon approval.

**ITEM # 4 - SPLASH BLOCKS**

- A. Provide splash blocks at all downspouts. See catalogue cut this sheet for performance specification and approved manufacturer. Bid shall include manufacturer that meets or exceeds the approved. Install true and level after removing existing, grass and weeds, level subgrade and leave top of splash block level with surrounding grades. Slope existing grade away from the splash block.



**#2 GUTTER/SCREEN GUARD**



**#3 ALUMINUM/SOFFIT/ALUMINUM GUTTER DETAIL**  
N.T.S.



**#4 CONCRETE SPLASH BLOCK**

**Smart summary**

- **Made in USA:** Proudly made in the USA with locally-sourced and environmentally-friendly materials.
- **Durable Concrete:** Constructed from solid, durable precast concrete to ensure longevity and safety for your home or structure.
- **Water Diversion:** Designed to be placed underneath downspouts to help divert water flow away from the foundation of your home or building.
- **Easy Installation:** Simple to install, making it a great choice for do-it-yourself enthusiasts...

**MAIN STREET VILLAGE**  
WEST MAIN STREET AND NORTH 11TH ST. IMMOKALEE, FL. 34142

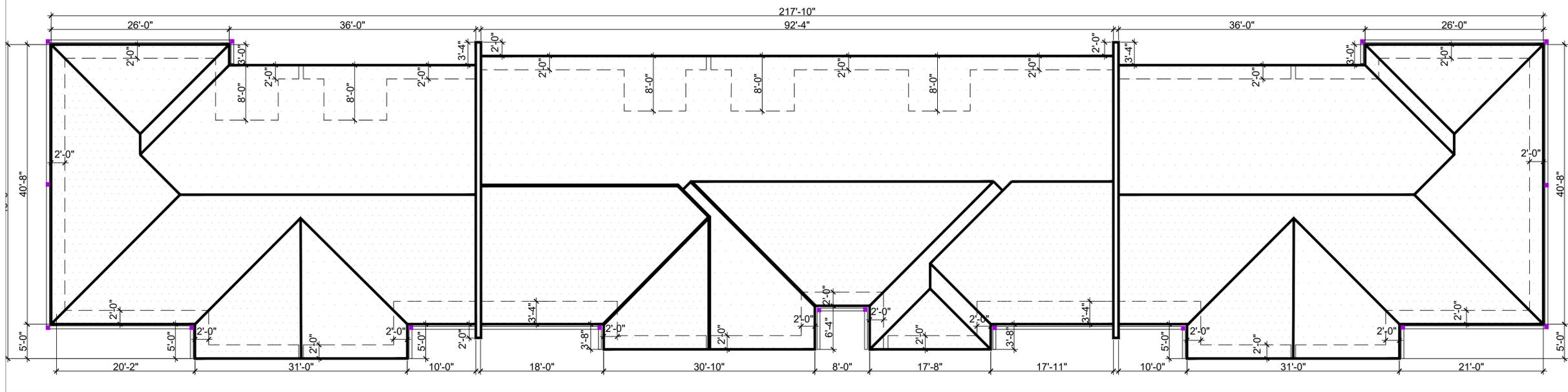
**PACKAGE #2 - ROOF REPLACEMENT**



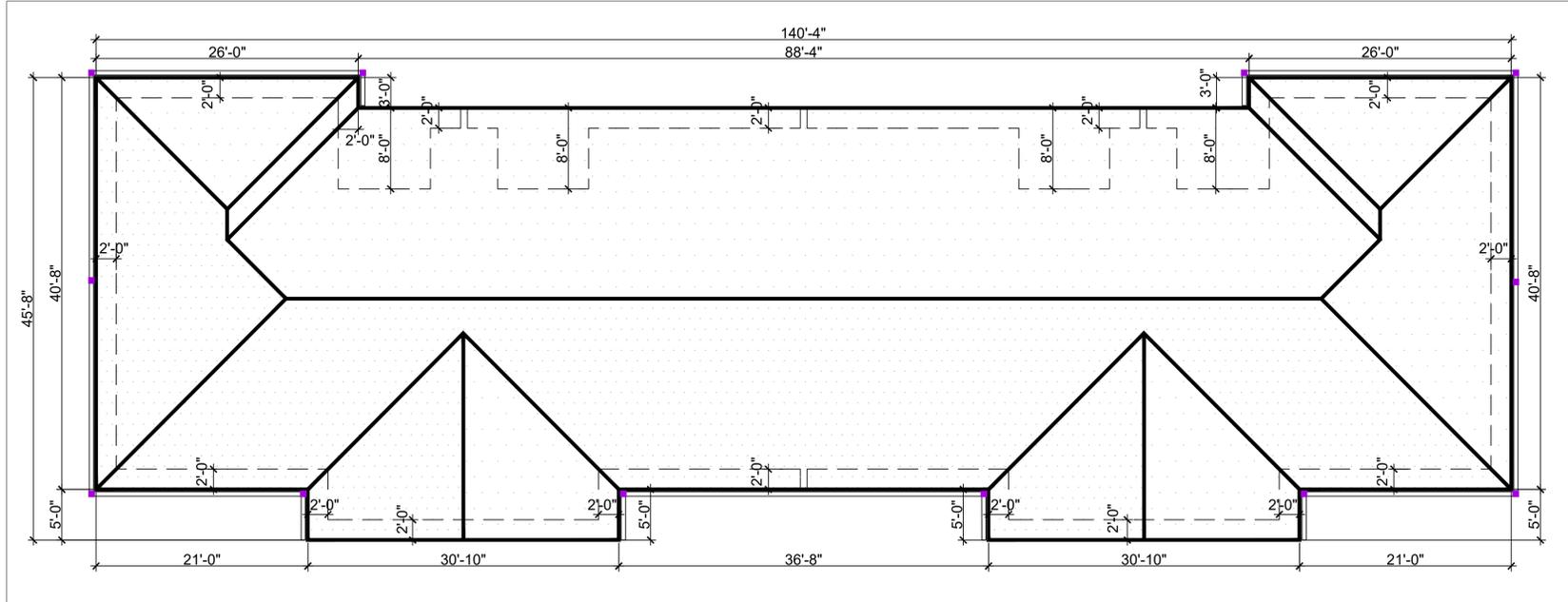
DRAWN: Sig  
DATE: 10-24-25  
REVISION: -  
ISSUE:

**ARCHITECTS**  
**H & F**  
**PLANNERS**  
Ted Hoffman Architect 863 673 6814  
Michael Facundo Architect 239 503 4333

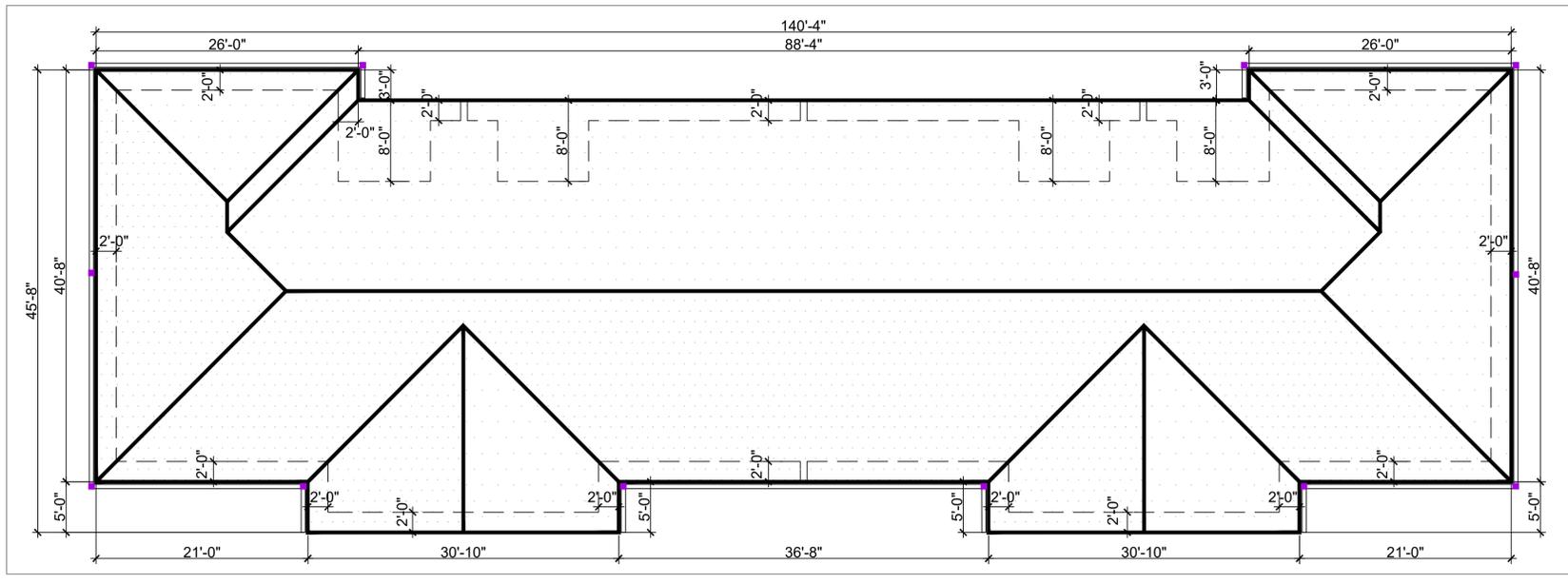
**A-1**



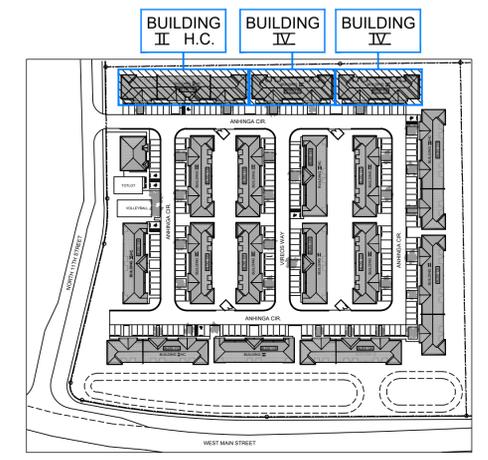
**BUILDING TYPE II - H.C.**  
**(BUILDING 140)**  
 1/8"



**BUILDING TYPE IV**  
**(BUILDING 136)**  
 1/8"



**BUILDING TYPE IV**  
**(BUILDING 132)**  
 1/8"



**SITE KEY PLAN**  
 N.T.S.

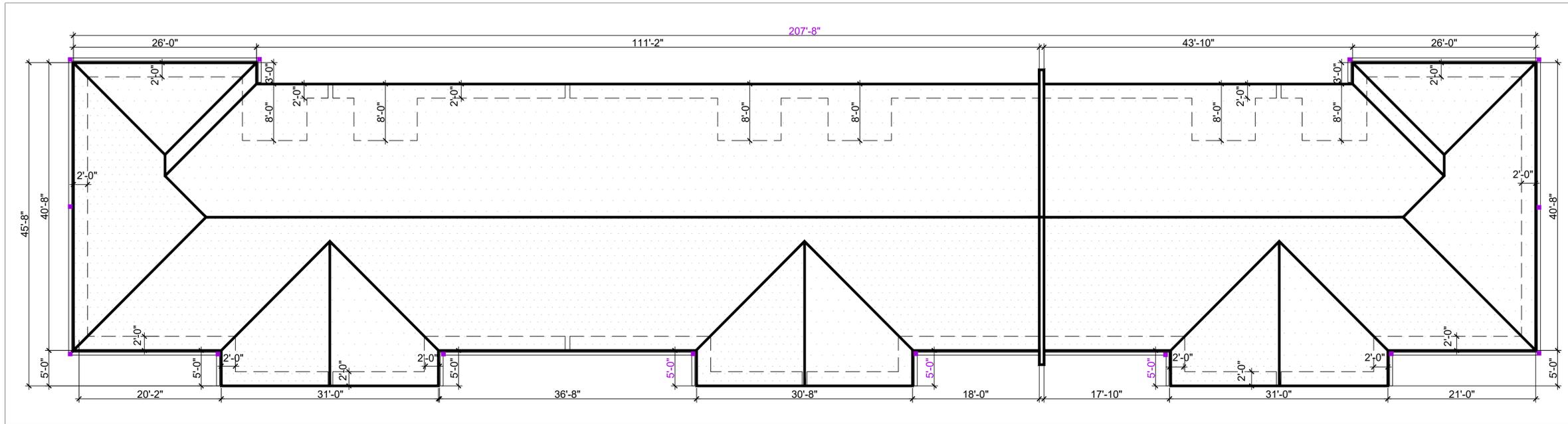
**LEGEND: (FOR SPECS SEE SHEET A-1)**

- NEW ROOFING
- NEW 5" SEAMLESS GUTTER.
- NEW DOWNPOUT

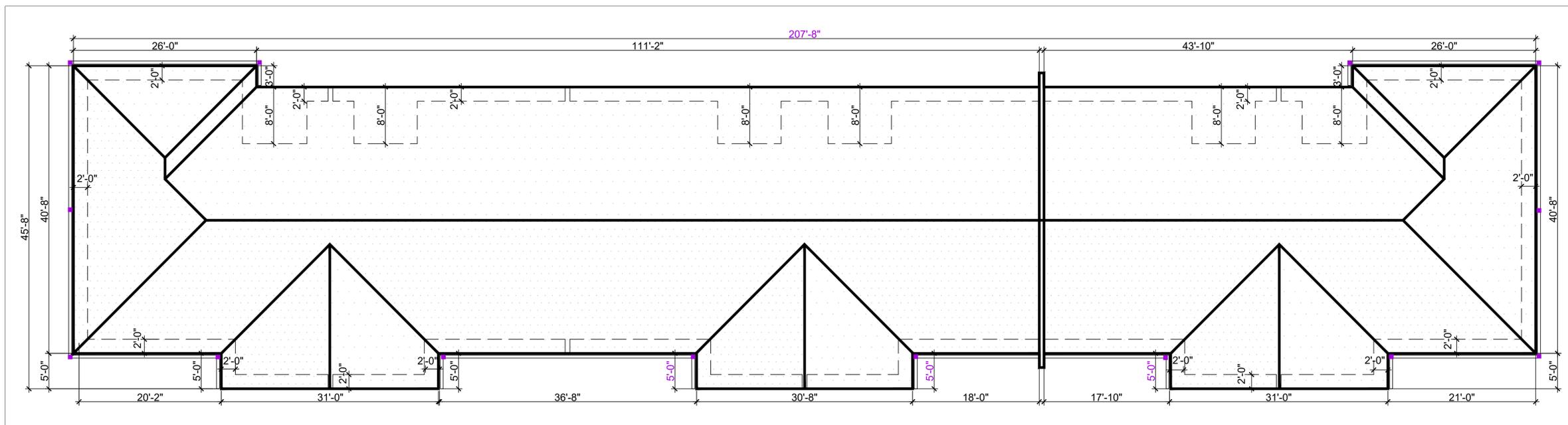
<b>MAIN STREET VILLAGE</b> WEST MAIN STREET AND NORTH 11TH ST. IMMOKALEE, FL. 34142	
<b>PACKAGE #2 - ROOF REPLACEMENT</b>	
	DRAWN: Sig
	DATE: 10-24-25
	REVISION:
	ISSUE:

**ARCHITECTS**  
  
**PLANNERS**  
 Ted Hoffman Architect 863 673 6814  
 Michael Facundo Architect 239 503 4333

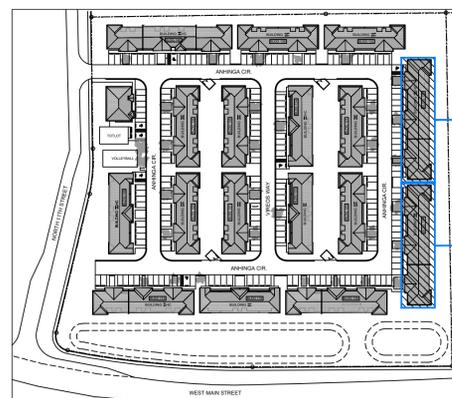
A-2



**BUILDING TYPE III - H.C.**  
**(BUILDING 128)** 1/8"



**BUILDING TYPE III**  
**(BUILDING 124)** 1/8"



**SITE KEY PLAN**  
 N.T.S.

**LEGEND:** (FOR SPECS SEE SHEET A-1)

- NEW ROOFING
- NEW 5" SEAMLESS GUTTER.
- NEW DOWNPOUT

**MAIN STREET VILLAGE**  
 WEST MAIN STREET AND NORTH 11TH ST. IMMOKALEE, FL. 34142

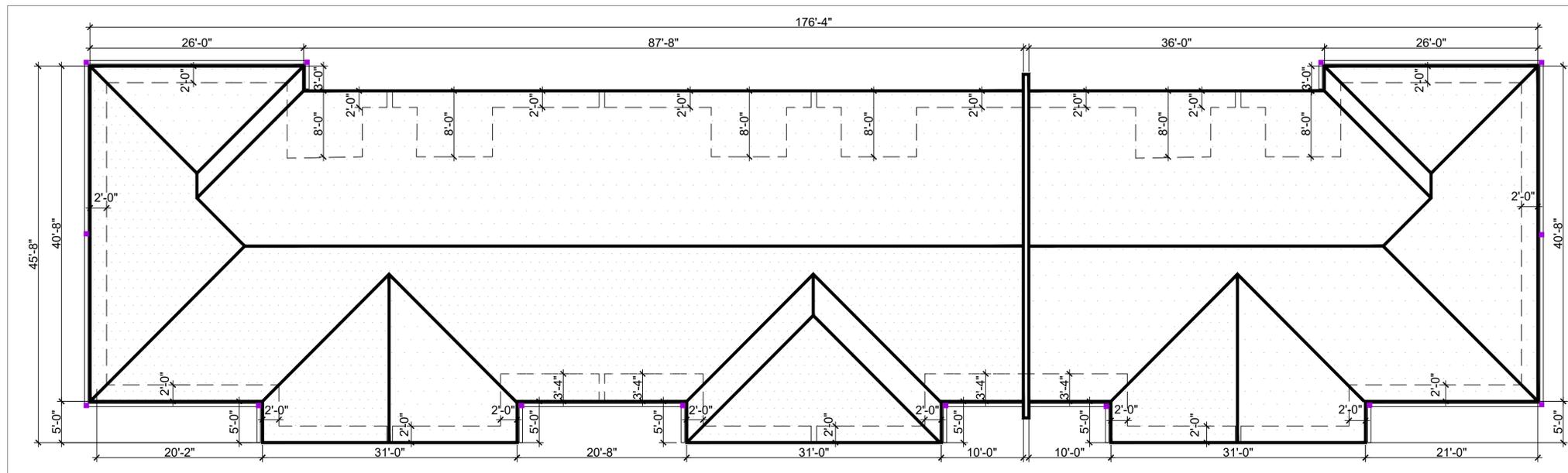
**PACKAGE #2 - ROOF REPLACEMENT**



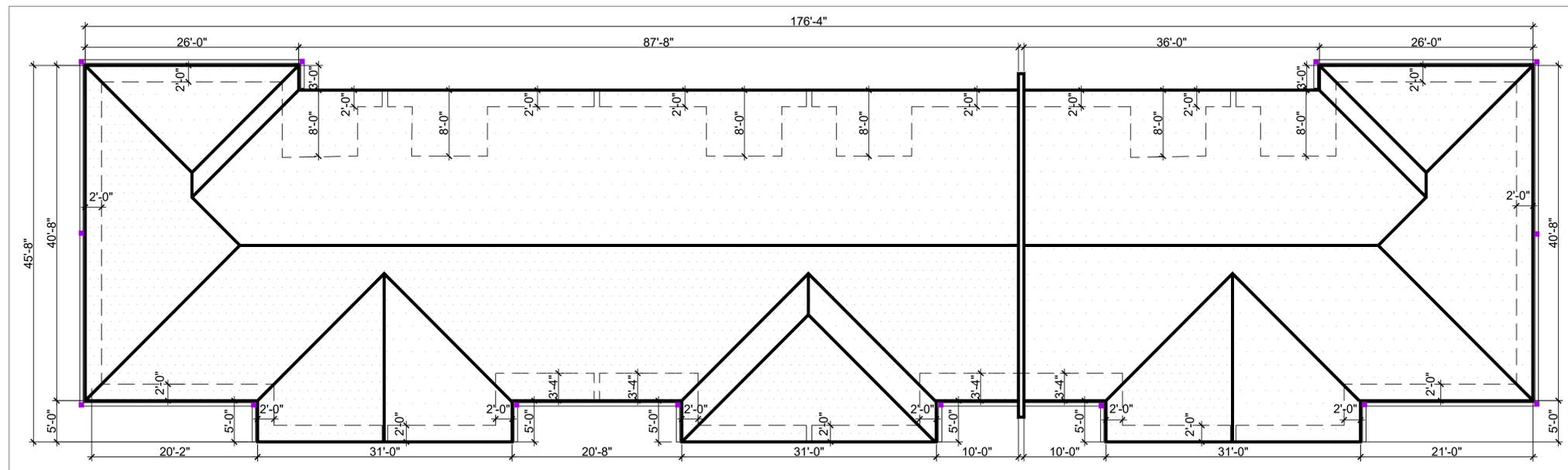
DRAWN: Sig  
 DATE: 10-24-25  
 REVISION:  
 ISSUE:

**ARCHITECTS**  
**H & F**  
**PLANNERS**  
 Ted Hoffman Architect 863 673 6814  
 Michael Facundo Architect 239 503 4333

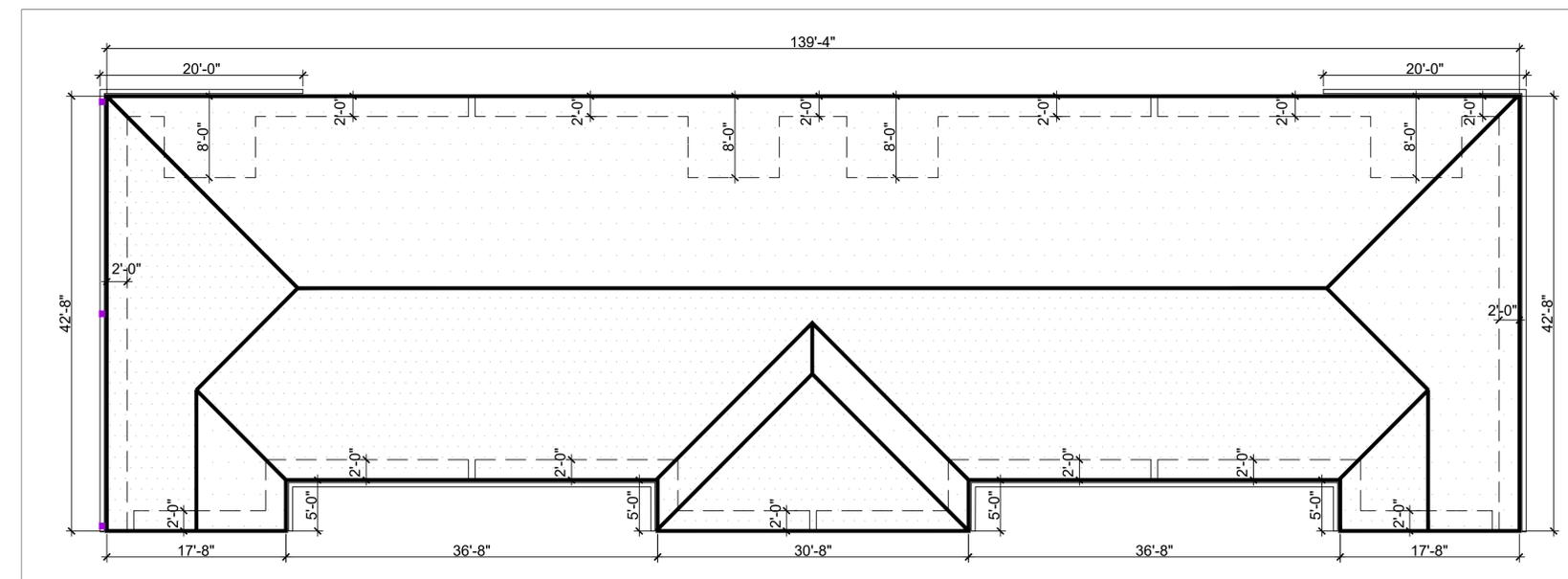
**A-3**



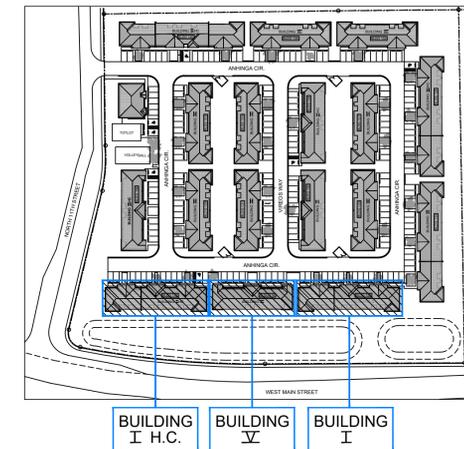
**BUILDING TYPE I**  
**(BUILDING 120)** 1/8"



**BUILDING TYPE I**  
**(BUILDING 112)** 1/8"

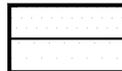


**BUILDING TYPE V**  
**(BUILDING 116)** 1/8"



**SITE KEY PLAN**  
N.T.S.

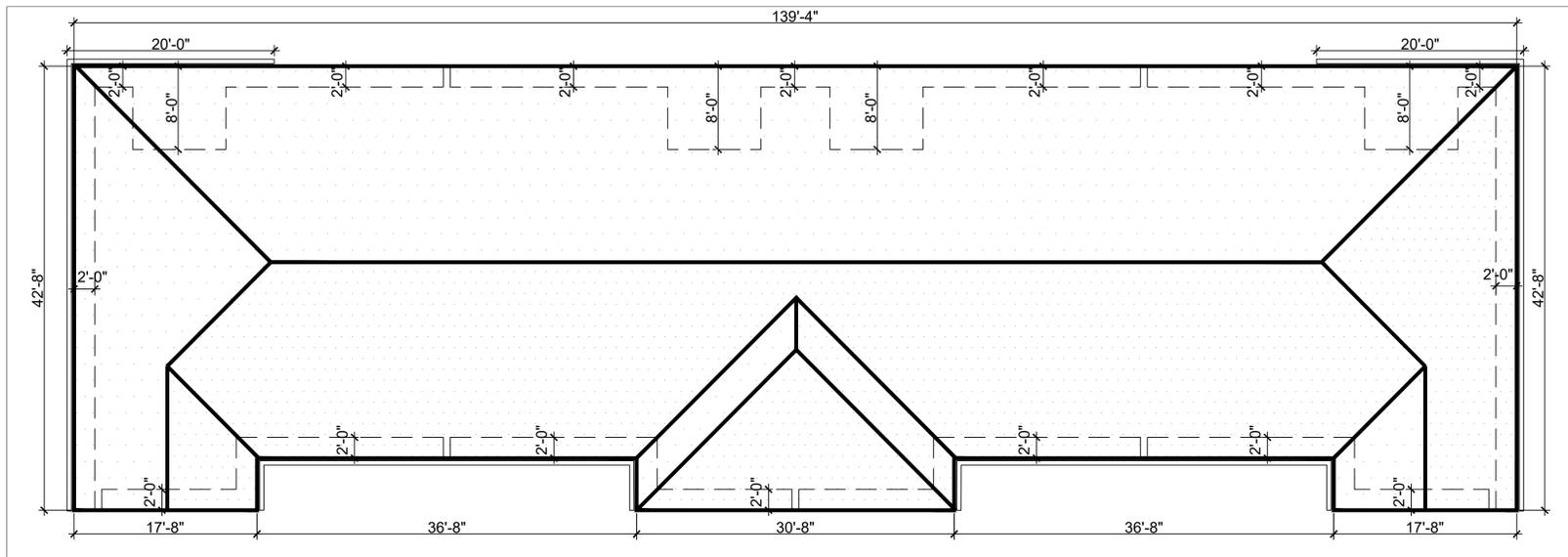
**LEGEND:** (FOR SPECS SEE SHEET A-1)

-  NEW ROOFING
-  NEW 5" SEAMLESS GUTTER.
-  NEW DOWNPOUT

<b>MAIN STREET VILLAGE</b> WEST MAIN STREET AND NORTH 11TH ST. IMMOKALEE, FL. 34142	
<b>PACKAGE #2 - ROOF REPLACEMENT</b>	
	DRAWN: Sig
	DATE: 10-24-25
	REVISION:
	ISSUE:

**ARCHITECTS**  
**H & F**  
**PLANNERS**  
Ted Hoffman Architect 863 673 6814  
Michael Facundo Architect 239 503 4333

**A-4**

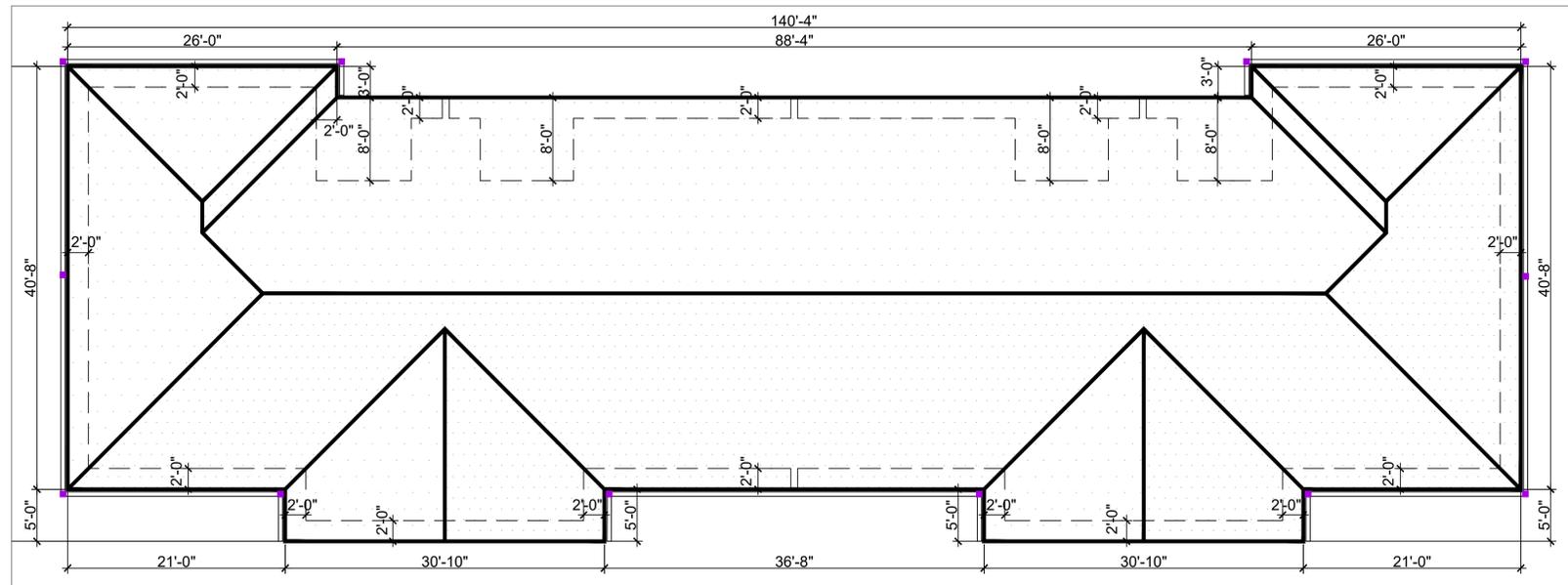
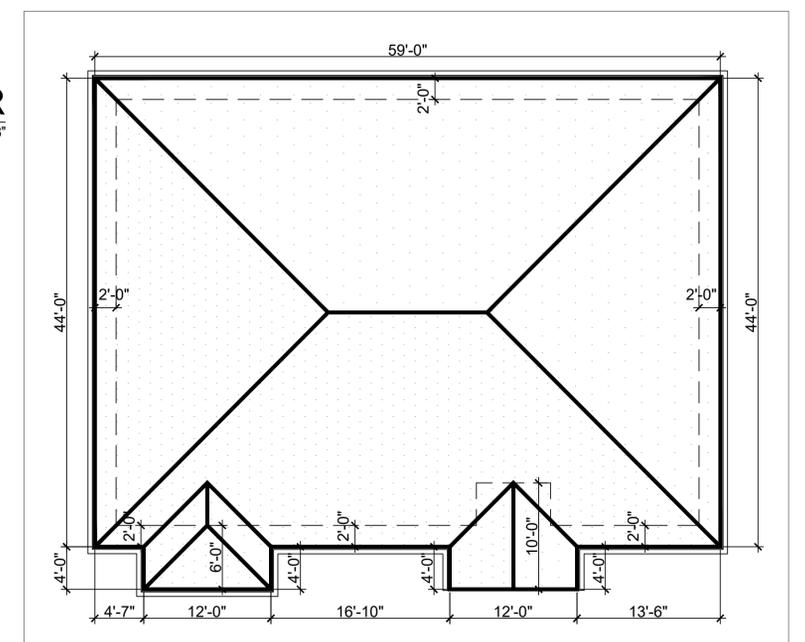


AMENITY CENTER

1/8"

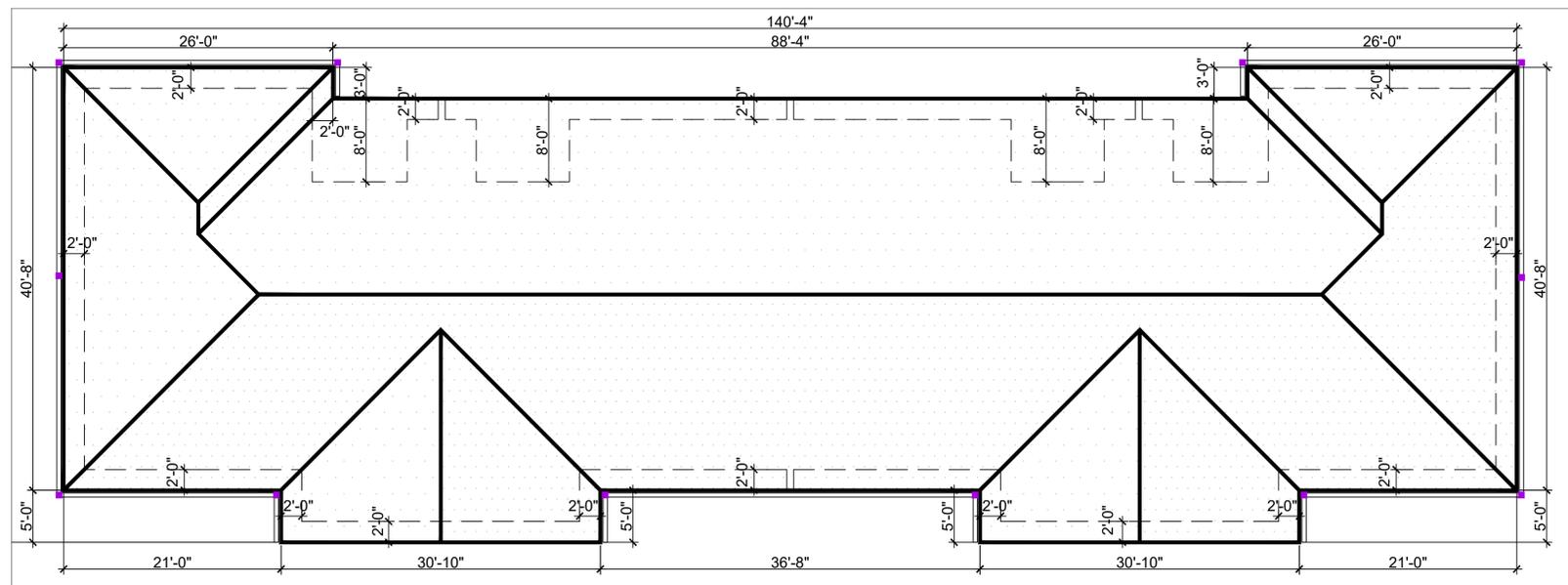
BUILDING TYPE V-H.C.  
(BUILDING 108)

1/8"



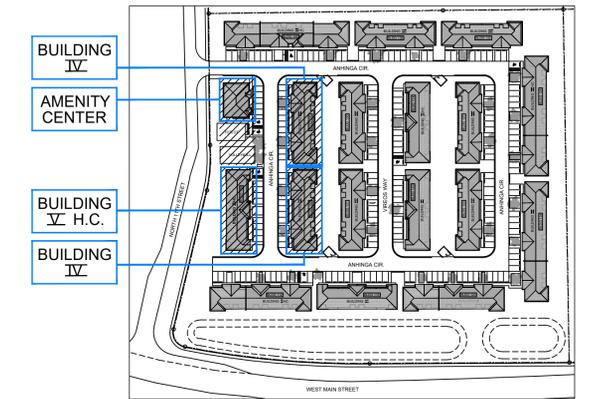
BUILDING TYPE IV  
(BUILDING 105)

1/8"



BUILDING TYPE IV  
(BUILDING 109)

1/8"



SITE KEY PLAN

N.T.S.

LEGEND: (FOR SPECS SEE SHEET A-1)

- NEW ROOFING
- NEW 5" SEAMLESS GUTTER.
- NEW DOWNSPOUT

MAIN STREET VILLAGE  
WEST MAIN STREET AND NORTH 11TH ST. IMMOKALEE, FL. 34142

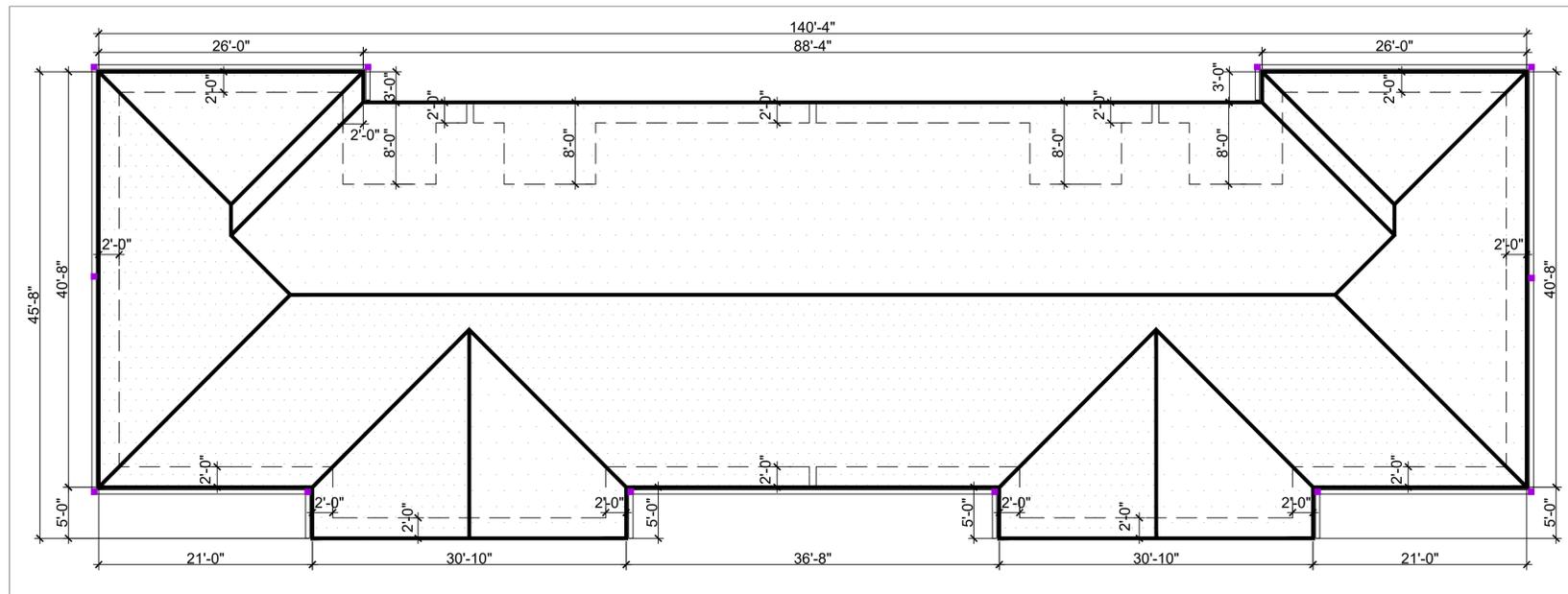
PACKAGE #2 - ROOF REPLACEMENT



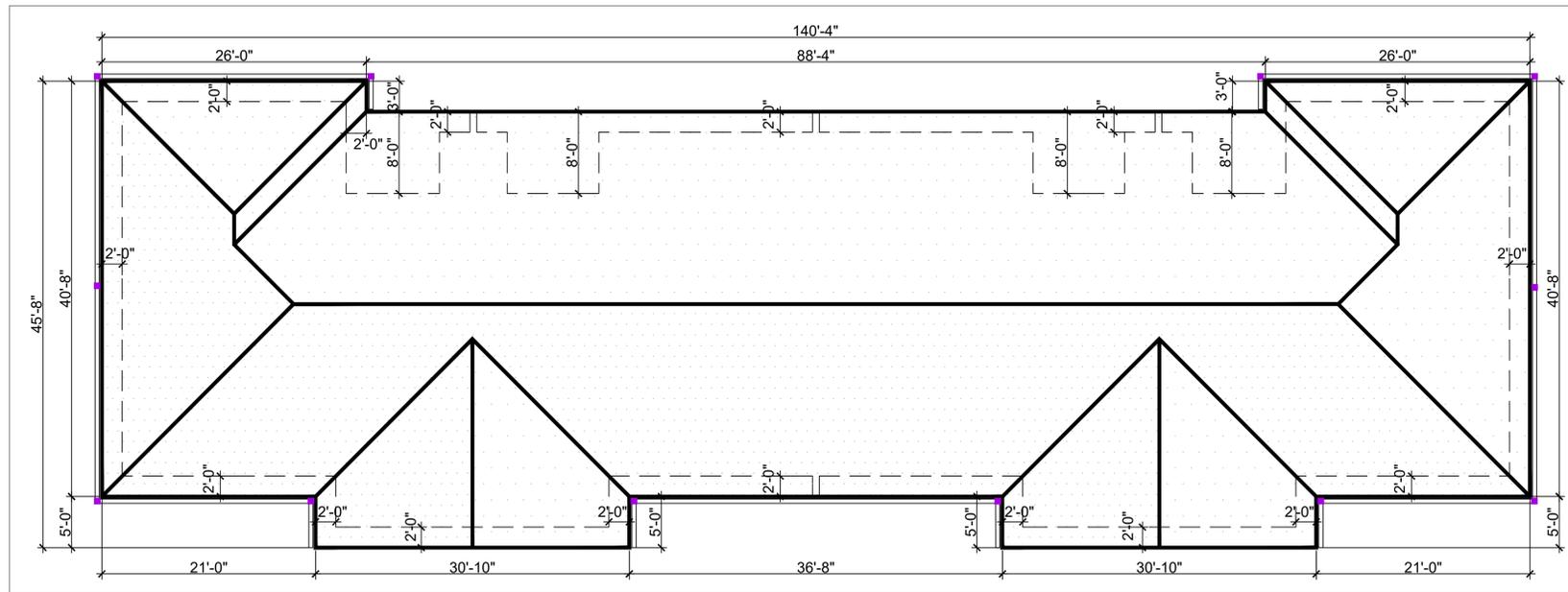
DRAWN: Sig  
DATE: 10-24-25  
REVISION:  
ISSUE:

ARCHITECTS  
**H&F**  
PLANNERS  
Ted Hoffman Architect 863 673 6814  
Michael Facundo Architect 239 503 4333

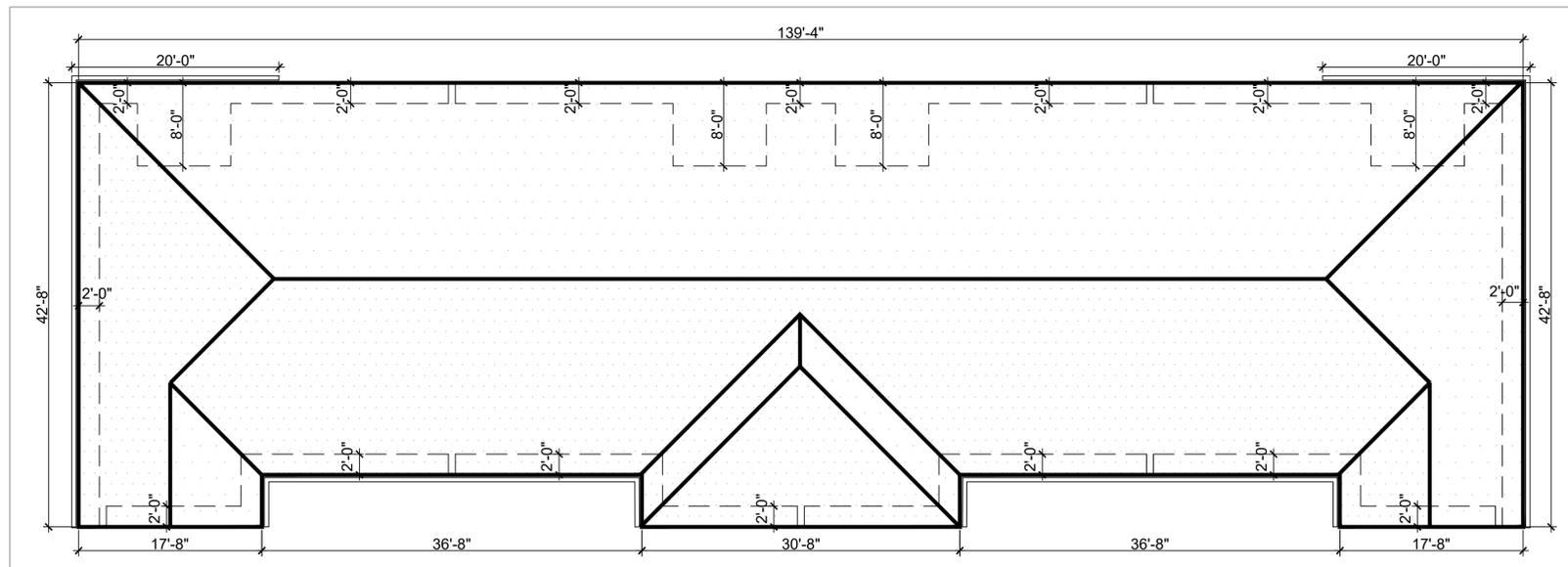
A-5



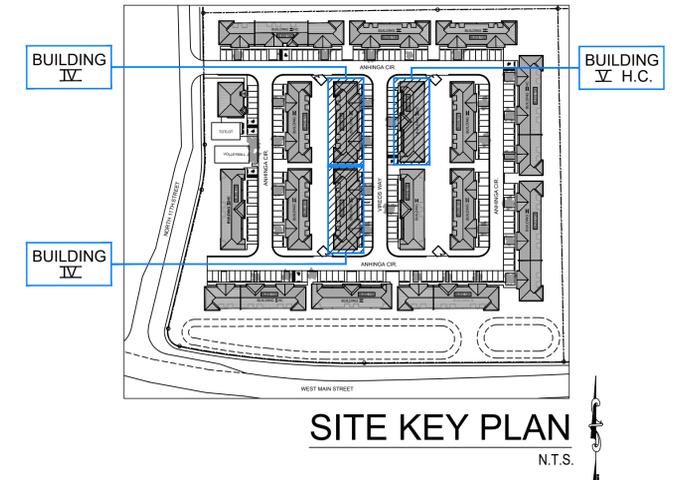
**BUILDING TYPE IV**  
**(BUILDING 131)** 1/8"



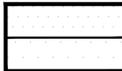
**BUILDING TYPE IV**  
**(BUILDING 135)** 1/8"



**BUILDING TYPE V H.C.**  
**(BUILDING 134)** 1/8"



**LEGEND:** (FOR SPECS SEE SHEET A-1)

-  NEW ROOFING
-  NEW 5" SEAMLESS GUTTER.
-  NEW DOWNPOUT

**MAIN STREET VILLAGE**  
WEST MAIN STREET AND NORTH 11TH ST. IMMOKALEE, FL. 34142

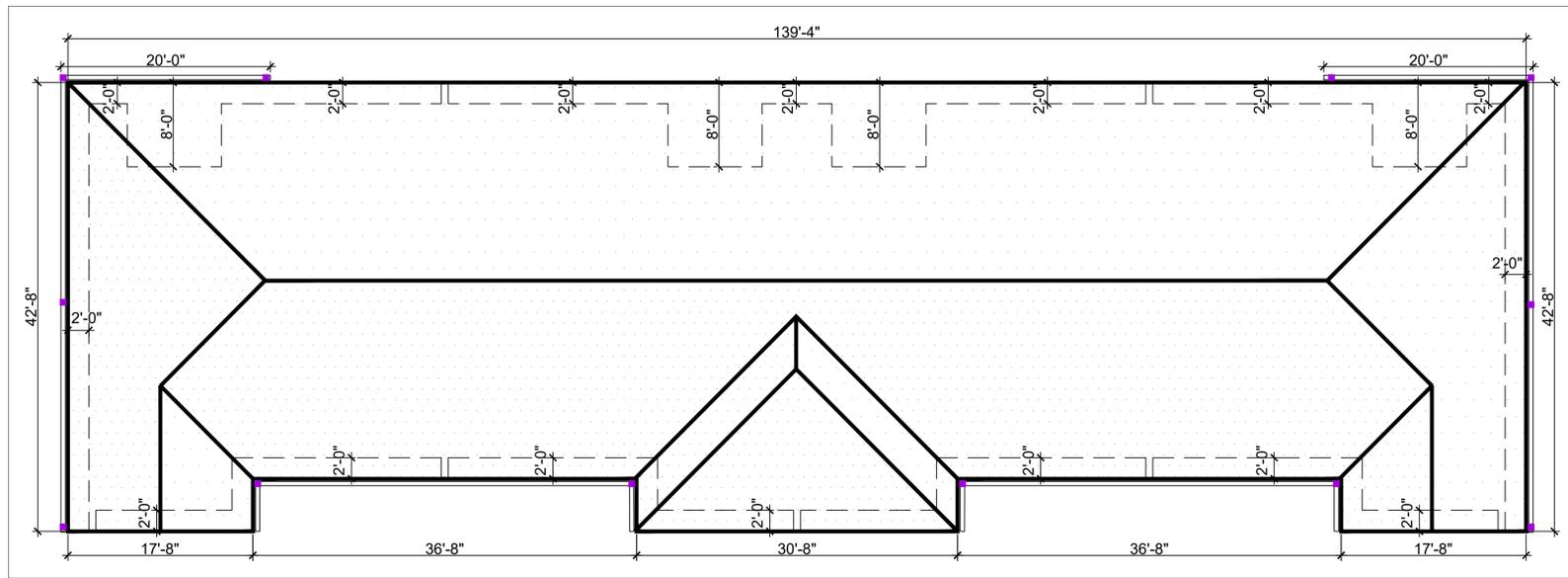
**PACKAGE #2 - ROOF REPLACEMENT**



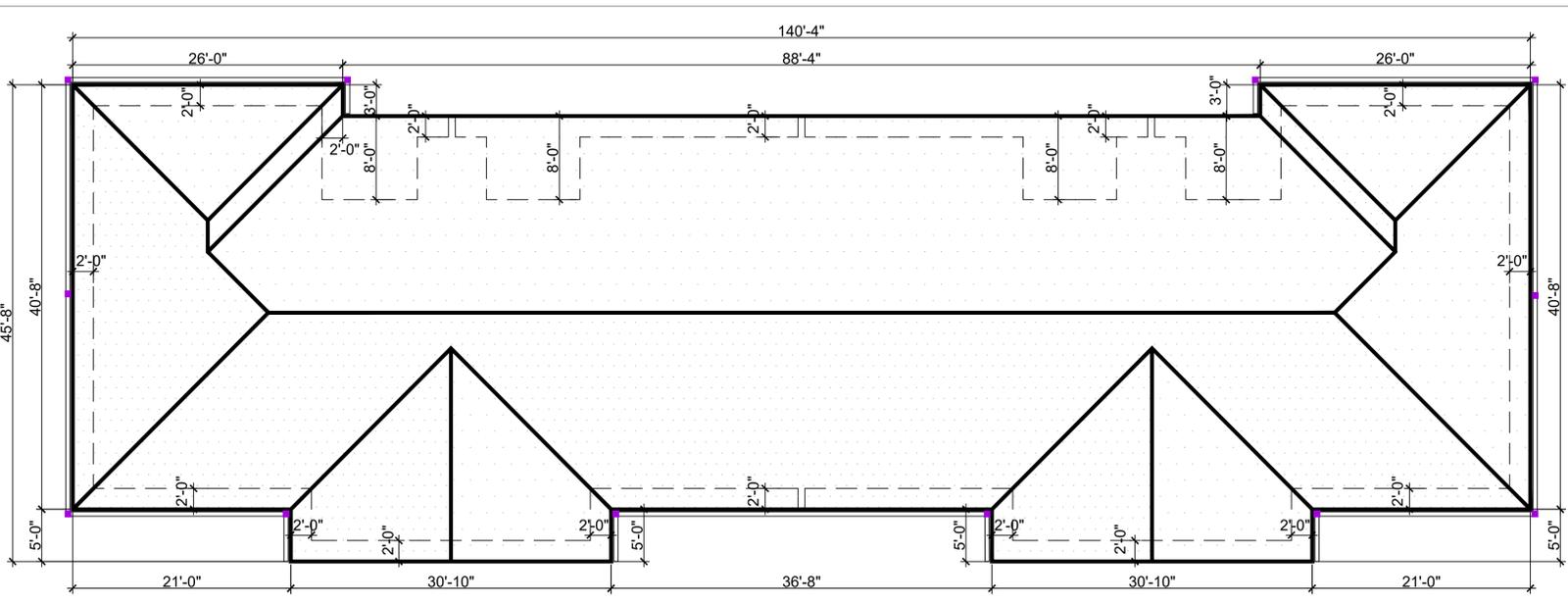
DRAWN:	Sig
DATE:	10-24-25
REVISION:	
ISSUE:	

**ARCHITECTS**  
**H & F**  
**PLANNERS**  
Ted Hoffman Architect 863 673 6814  
Michael Facundo Architect 239 503 4333

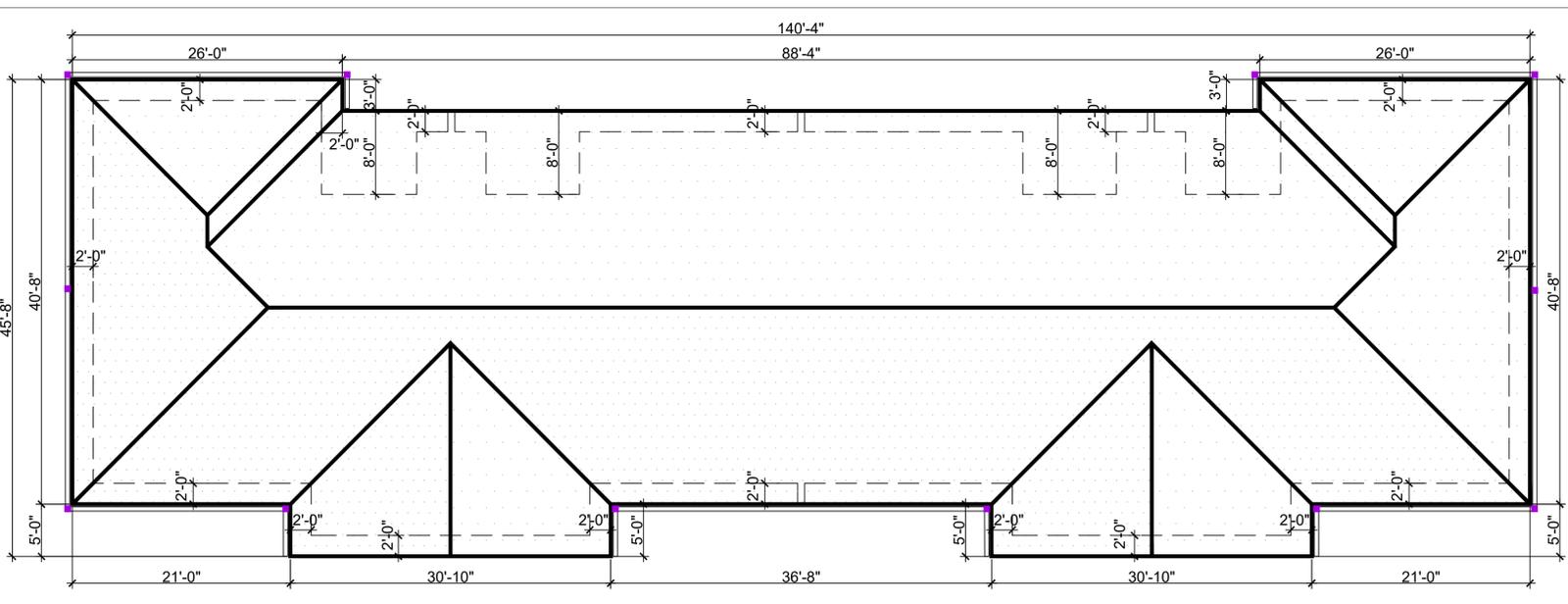
**A-6**



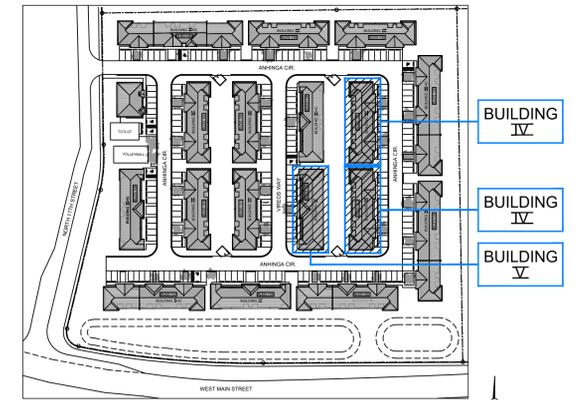
**BUILDING TYPE V**  
**(BUILDING 130)** 1/8"



**BUILDING TYPE IV**  
**(BUILDING 123)** 1/8"

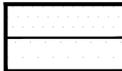
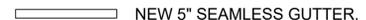


**BUILDING TYPE IV**  
**(BUILDING 127)** 1/8"



**SITE KEY PLAN**  
N.T.S.

**LEGEND:** (FOR SPECS SEE SHEET A-1)

-  NEW ROOFING
-  NEW 5" SEAMLESS GUTTER.
-  NEW DOWNPOUT

**MAIN STREET VILLAGE**  
WEST MAIN STREET AND NORTH 11TH ST. IMMOKALEE, FL. 34142

**PACKAGE #2 - ROOF REPLACEMENT**



DRAWN: Sig  
DATE: 10-24-25  
REVISION:  
ISSUE:

**ARCHITECTS**  
**H & F**  
**PLANNERS**  
Ted Hoffman Architect 863 673 6814  
Michael Facundo Architect 239 503 4333

**A-7**