

## *17.02 Computation of Times*

- A. When any period of time is referred to in the Contract Documents by days, it will be computed to exclude the first and include the last day of such period. If the last day of any such period falls on a Saturday or Sunday or on a day made a legal holiday by the law of the applicable jurisdiction, such day will be omitted from the computation.

## *17.03 Cumulative Remedies*

- A. The duties and obligations imposed by these General Conditions and the rights and remedies available hereunder to the parties hereto are in addition to, and are not to be construed in any way as a limitation of, any rights and remedies available to any or all of them which are otherwise imposed or available by Laws or Regulations, by special warranty or guarantee, or by other provisions of the Contract Documents. The provisions of this Paragraph 17.03 will be as effective as if repeated specifically in the Contract Documents in connection with each particular duty, obligation, right, and remedy to which they apply.

## *17.04 Survival of Obligations*

- A. All representations, indemnifications, warranties, and guarantees made in, required by, or given in accordance with the Contract Documents, as well as all continuing obligations indicated in the Contract Documents, will survive final payment, completion, and acceptance of the Work or termination or completion of the Contract or termination of the services of Contractor.

## *17.05 Controlling Law*

- A. This Contract is to be governed by the law of the state in which the Project is located.

## *17.06 Headings*

- A. Article and paragraph headings are inserted for convenience only and do not constitute parts of these General Conditions.



## SCHEDULE OF STREET SEGMENTS, SCHEDULE OF VALUES

and  
BID FORM

revised: 2/12/2019

ID	Street Segment Name	Segment Begins	Segment End	Street Direction	Length	Asphalt / Concrete Width	ROW Width	Road Center	Asphalt Work	Driveway	North / West R/W/Treatment	South / East R/W/Treatment	Additional Notes / Work Requirements	BID AMOUNT
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## GRANT FUNDED ITEMS:

1	NW 167 PL	Terminus	NW CR 241	W - E	1027	20, 10	40	Inverted	Mill & Overlay	17	Shoulder	Shoulder	(4) MH (2) WV (1) SI (17) DRW	92,000.00
2	NW 142 TER	NW 167 PL	NW 166 PL	N - S	400	20	40	Inverted	Overlay	1	Shoulder	Shoulder	(1) MH (2) WV (1) SI (1) DRW	17,425.00
3	NW 156 PL	NW 142 TER	NW CR 241	W - E	800	20, 15, 18	40	Crowned	Overlay	6	Shoulder	Shoulder	(1) MH (6) DRW	51,250.00
4	NW 158 AV	Terminus	NW 141 ST	W - E	714	1520	25	Crowned	Overlay	5	C&G	C&G	(1) MH (6) DRW	54,617.00
5	NW 157 PL	Terminus	NW 141 ST	W - E	754	18	40	Inverted	Overlay	4	C&G	C&G	(5) DRW	43,735.00
6	NW 156 PL	Terminus	NW 141 ST	W - E	754	18	40	Inverted	Overlay	4	C&G	C&G	(4) DRW (2) MH	54,617.00
7	NW 156 AV	Terminus	NW 141 ST	W - E	700	18	40	Inverted, Crown	Mill & Overlay	13	C&G Sidewalk	C&G Sidewalk	(2) MH (2) CR (2) DW (13) DRW	76,757.47
8	NW 155 PL	Terminus	NW 141 ST	W - E	820	18	40	Inverted	Overlay	4	C&G	C&G	(2) MH (4) DRW	62,780.39
9	NW 154 PL	Terminus	NW 141 ST	W - E	800	18	40	Inverted	Overlay	8	C&G	C&G	(2) MH (8) DRW	62,575.37
10	NW 154 AV	US HWY 441	NW 141 ST	W - E	566	20	40	Inverted	Overlay	5	C&G Sidewalk	C&G Sidewalk	(1) MH (5) DRW	63,141.95
11	NW 142 TER	NW 154 AV	NW 154 AV	N - S	1777	18	60	Inverted	Mill & Overlay	6	C&G Sidewalk	C&G Sidewalk	(1) MH (1) WV (1) CR (1) DW	53,578.69
12	NW 155 LN	NW 140 ST	NW 138 WAY	W - E	600	24	50	Crowned	Mill & Overlay	None	None	None	(1) MH (12) CR (12) DW (6) DRW	148,959.88
13	NW 138 WAY	NW 155 LN	NW 155 AV	N - S	200	24	50	Crowned	Mill & Overlay	None	None	None	(2) MH	19,757.91
14	NW 155 AV	NW 140 ST	NW 138 WAY	W - E	600	24	50	Crowned	Mill & Overlay	None	None	None	(2) MH	7,200.00
15	NW 158 AV	NW 141 ST	NW 140 ST	W - E	420	18	25	Crowned	Mill & Overlay	3	C&G	C&G	(3) DRW (1) MH	30,741.00
16	NW 158 AV	NW 135 TER	NW 133 TER	W - E	715	5	60				Sidewalk Only	Sidewalk Only	(2) CR (2) DW	26,270.00
17	NW 135 TER	NW 158 AV	NW 154 AV	N - S	1260	5	60				Sidewalk Only	Sidewalk Only	(4) CR (4) DW	46,670.00
18	NW 133 TER	NW 158 AV	NW 155 PL	N - S	740	5	60				Sidewalk Only	Sidewalk Only	(4) CR (4) DW	28,778.27
19	NW 157 AV	NW 134 TER	NW 133 TER	W - E	322	5	60				Sidewalk Only	Sidewalk Only	(2) CR (2) DW	13,697.00
20	NW 134 TER	NW 157 AV	NW 155 PL	N - S	373	5	60				Sidewalk Only	Sidewalk Only	(2) CR (2) DW	12,775.15
21	NW 154 AV	NW 135 TER	NW 135 TER	W - E	26	5	60				Sidewalk Only	Sidewalk Only	(1) CR (1) DW	13,697.00
22	NW 155 PL	NW 134 TER	NW 133 TER	W - E	315	5	60				Sidewalk Only	Sidewalk Only	(2) CR (2) DW	12,440.00
23	NW 155 PL	NW 133 TER	Hipway	W - E	240	5	60				Sidewalk Only	Sidewalk Only	(2) CR (2) DW	9,951.57
24	Hipway	Terminus	NW 155 PL	N - S	227	5	60				Sidewalk Only	Sidewalk Only	(2) CR (2) DW	8,677.00
25	NW 133 TER	NW 155 PL	NW 154 AV	N - S	486	5	60				Sidewalk Only	Sidewalk Only	(2) CR (2) DW	12,367.05
26	NW 154 AV	NW 134 TER	NW 133 TER	W - E	310	5	132				Sidewalk Only	Sidewalk Only	(2) CR (2) DW	18,275.00
27	NW 134 TER	NW 155 PL	NW 154 AV	N - S	481	5	60				Sidewalk Only	Sidewalk Only	(2) CR (2) DW	18,275.00

TOTAL LUMP SUM BID for STREET SEGMENTS

1,004,812.77

## Total Cost of Temporary Asphalt Striping

TOTAL LUMP SUM COST OF TEMPORARY ASPHALT STRIPING

7,600.00

## Total Cost of Sodded Areas

TOTAL LUMP SUM COST OF SODDED AREAS

69,610.00

TOTAL BASE BID

1,082,022.77

## CONTRACTOR SHALL FIELD VERIFY ALL DIMENSIONS

Note: Reference FDOT Curb and Gutter and Sidewalk Standards

## Legend

MH = Manhole

WV = Water Valve

SI = Storm Inlet

CR = Sidewalk Curb Ramp

DW = Detectable Warming Surface

DRW = Driveway

By: 

(Signature of Authorized Representative)

Date

2-11-18

Phone 386-462-1115

Andrews Paving Inc  
6327 NW 123rd Place  
Gainesville, FL 32653

SCHEDULE OF STREET SEGMENTS, SCHEDULE OF VALUES  
and  
BID FORM

revised: 2/12/2019

ID	Description	Street Segment Name	Project Overview	BID AMOUNT
ALTERNATES:				
1	NW 158th Ave. Three (3) Septic Tanks to COA Gravity Conversion	Street Segment 4 - NW158TH AVE	Alternate I requires the bidder to set forth below the lump sum bid to install three (3) a Septic to Gravity Conversion for street segment 4, as depicted on the Alternate I Map. TOTAL LUMP SUM BID ALTERNATE I	TOTAL LUMP SUM BID ALTERNATE I 117,527.00
2	NW 156th Ave. One (1) Waste Water Lateral and Cleanout Installation	Street Segment 7 - NW 156th AVE	Alternate II requires the bidder to set forth below the lump sum bid to install one (1) Wastewater Lateral and Cleanout by Open Cut for street segment 7, as depicted on the Alternate II Map. TOTAL LUMP SUM BID ALTERNATE II	TOTAL LUMP SUM BID ALTERNATE II 18,064.97
3	NW 154 PL Three (3) Wastewater Laterals and Cleanouts Installation	Street Segment 9 - NW 154th PL	Alternate III requires the bidder to set forth below the lump sum bid to install three (3) Wastewater Laterals and Cleanouts by Open Cut for street segments 9, as depicted on the Alternate III Map.	TOTAL LUMP SUM BID ALTERNATE III 23,228.27
4	Permanet Striping	Street Segements 1- 27	Alternate IV requires the bidder to set forth below the lump sum bid to Permanly Stripe as per Scope of Work	TOTAL LUMP SUM BID ALTERNATE IV 12,000.00

By:   
(Signature of Authorized Representative)  
Date 2-11-19

Roni Andrews  
President  
Andrews Paving Inc  
386-462-1115

Andrews Paving Inc  
6327 NW 123rd Place  
Gainesville, FL 32653

Phone 386-462-1115



## EXHIBIT D



# CERTIFICATE OF LIABILITY INSURANCE

 DATE (MM/DD/YYYY)  
 1/1/2019

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

**IMPORTANT:** If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

<b>PRODUCER</b> WorkComp Solutions, Inc. 5143 South Lakeland Drive, Suite 1 Lakeland, FL 33813  www.workcompsolutionsfl.com		<b>CONTACT</b> NAME: Egils Vinson PHONE (A/C No. Ext.): 863-646-4642 FAX (A/C No.): 863-646-3521 E-MAIL: egils@workcompsolutionsfl.com ADDRESS: INSURER(S) AFFORDING COVERAGE NAIC #	
<b>INSURED</b> Andrews Paying, Inc. 6327 NW 123rd Place Gainesville FL 32653		INSURER A : Bridgefield Employers Insurance Company 10701 INSURER B : INSURER C : INSURER D : INSURER E : INSURER F :	

## COVERAGES

CERTIFICATE NUMBER: 46610308

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSURER	TYPE OF INSURANCE	ADDITIONAL INSURER (IND. BY CD)	POLICY NUMBER	POLICY EFF. DATE (MM/DD/YYYY)	POLICY EXPIRATION DATE (MM/DD/YYYY)	LIMITS
	<input type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR  <input type="checkbox"/> GEN'L AGGREGATE LIMIT APPLIES PER <input type="checkbox"/> POLICY <input type="checkbox"/> PRO- <input type="checkbox"/> LOC OTHER:					EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (EA occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$ COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ EACH OCCURRENCE \$ AGGREGATE \$ PER STATUTE <input checked="" type="checkbox"/> OTHER <input type="checkbox"/> E.L. EACH ACCIDENT \$1,000,000 E.L. DISEASE - EA EMPLOYEE \$1,000,000 E.L. DISEASE - POLICY LIMIT \$1,000,000
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> AUTOS ONLY  <input type="checkbox"/> SCHEDULED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY					
	UMBRELLA/LIAB EXCESS LIAB DED <input type="checkbox"/> RETENTION \$ OCCUR CLAIMS-MADE					
A	WORKERS COMPENSATION AND EMPLOYERS LIABILITY OFFSHORE/PORT/INTEREXECUTIVE (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below Y/N N/A		830-54153	1/1/2019	1/1/2020	

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

30 day Notice of Cancellation Applies.

<b>CERTIFICATE HOLDER</b>  To Be Used For Bid Purposes Only		<b>CANCELLATION</b>  SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.  AUTHORIZED REPRESENTATIVE Darrell J. Mills	
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ACORD 25 (2016/03)

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## EXHIBIT D

## WORKERS COMPENSATION RATING INFORMATION

AGENCY CUSTOMER ID: ANDREWS

CSR: BW

TYPE OF CHANGE	STATE	LOC	CLASS CODE	DESCR CODE	CATEGORIES, DUTIES, CLASSIFICATIONS	# OF EMPLOYEES FULL PART TIME	ESTIMATED ANNUAL REMUNERATION

## PROPERTY / INLAND MARINE - PREMISES INFORMATION

SUBJECT OF INSURANCE AMOUNT COINS % VALUATION CAUSES OF LOSS INFLATION GUARD % DEDUCTIBLE FORMS AND CONDITIONS TO APPLY

PREMISES #:	BUILDING #:	ADD	CHANGE	DELETE

ADDITIONAL COVERAGES, OPTIONS, RESTRICTIONS, ENDORSEMENTS AND RATING INFORMATION (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

CONSTRUCTION TYPE	DISTANCE TO HYDRANT FT	FIRE STAT MI	FIRE DISTRICT / CODE NUMBER	PROT CL	# STORIES	# BASMTS	YR BUILT	TOTAL AREA
BUILDING IMPROVEMENTS	PLUMBING, YR	BLDG CODE	INSPECTED? Y/N	ROOF TYPE	OTHER OCCUPANCIES			
WIRING, YR	HEATING, YR	TAX CODE	REAR EXPOSURE & DISTANCE					
ROOFING, YR:	OTHER							
RIGHT EXPOSURE & DISTANCE	LEFT EXPOSURE & DISTANCE							
BURGLAR ALARM TYPE	CERTIFICATE #	EXPIRATION DATE	EXTENT	GRADE	CENTRAL STATION WITH KEYS			
BURGLAR ALARM INSTALLED AND SERVICED BY			# GUARDS/WATCHMEN	CLOCK HOURLY				
PREMISES FIRE PROTECTION (Sprinklers, Standpipes, CO <sub>2</sub> Chemical Systems)			FIRE ALARM MANUFACTURER		CENTRAL STATION LOCAL GONG			

## INLAND MARINE - SCHEDULED EQUIPMENT

% COINSURANCE:

ID #SERIAL #

DATE PURCHASED

CHANGE NEW/USED

AMOUNT OF INSURANCE

#	MODEL YEAR	DESCRIPTION (TYPE, MANUFACTURER, MODEL, CAPACITY, ETC)						
								\$
								\$
								\$

## GENERAL LIABILITY - LIMITS

CHANGE

GENERAL AGGREGATE	\$	DAMAGE TO RENTED PREMISES	\$
PRODUCTS & COMPLETED OPERATIONS AGGREGATE	\$	MEDICAL EXPENSE (Any one person)	\$
PERSONAL & ADVERTISING INJURY	\$	EMPLOYEE BENEFITS	\$
EACH OCCURRENCE	\$		\$

## GENERAL LIABILITY - SCHEDULE OF HAZARDS

TYPE OF CHANGE	LOC #	HAZ #	CLASSIFICATION	CLASS CODE	PREMIUM BASIS	EXPOSURE	TERR	PREMIUM BASIS CODES
								(S) GROSS SALES - PER \$1,000/SALES
								(P) PAYROLL - PER \$1,000/PAY
								(A) AREA - PER 1,000/SQ FT
								(C) TOTAL COST - PER \$1,000/COST
								(M) ADMISSIONS - PER 1,000/ADM
								(U) UNIT - PER UNIT
								(T) OTHER

## UMBRELLA

CHANGE

LIMIT OF LIABILITY	\$	OTHER (DESCRIBE)	
RETAINED LIMIT	\$		

## ADDITIONAL INTEREST

X ADD

CHANGE DELETE

INTEREST	NAME AND ADDRESS	RANK	EVIDENCE:	CERTIFICATE	INTEREST IN ITEM NUMBER
ADDITIONAL INSURED	City of Alachua	001			LOCATION: POL BUILDING:
EMPLOYEE AS LESSOR	Attn: Purchasing Division				VEHICLE: BOAT:
LENDHOLDER	15100 NW 142nd St				AIRPORT: ITEM CLASS:
LOSS PAYEE	Alachua, FL 32615				ITEM: ITEM DESCRIPTION
	REFERENCE / LOAN #:				30 Day NOC

SIGNATURE (Any deletion or reduction in coverage requires the Insured's signature)

PRODUCER'S SIGNATURE Doug Weaver, AAI

PRODUCER'S NAME (Please Print)

STATE PRODUCER LICENSE NO A279350 (Required in Florida)

INSURED'S SIGNATURE

DATE

NATIONAL PRODUCER NUMBER

ACORD 175 (2011/03)

Page 2 of 2

## EXHIBIT D

ANDREWS

OP ID: BW



## CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
01/15/2019

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

352-732-5010

CONTACT Doug Weaver, AAI

PRODUCER  
Brown & Brown of Florida, Inc.  
Ocala Division  
1720 SE 16th Avenue, Suite 301  
Ocala, FL 34471-4620  
Doug Weaver, AAI

PHONE (A/C. No. Exp: 352-732-5010 FAX No.) 352-732-5344  
E-MAIL ADDRESS:  
INSURER(S) AFFORDING COVERAGE

INSURER A: Westfield Insurance Company

NAIC # 24112

INSURED  
Andrews Paving, Inc.  
6327 NW 123rd Place  
Gainesville, FL 32653-1070

INSURER B:  
INSURER C:  
INSURER D:  
INSURER E:  
INSURER F:

## COVERAGES

## CERTIFICATE NUMBER:

## REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL SUBR (INSR. WORD)	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR		CMM3529764	09/08/2018	09/08/2019	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Per occurrence) \$ 1,000,000 \$ 500,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMPROP AGG \$ 2,000,000 Emp Ben. \$ 1,000,000 COMBINED SINGLE LIMIT (Per accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO OWNED AUTOS ONLY HIRED AUTOS ONLY NON-OWNED AUTOS ONLY		CMM3529764	09/08/2018	09/08/2019	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000
A	<input checked="" type="checkbox"/> UMBRELLA LIAB EXCESS LIAB	<input checked="" type="checkbox"/> OCCUR CLAIMS-MADE	CMM3529764	09/08/2018	09/08/2019	PER STATUTE E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
A	<input checked="" type="checkbox"/> WORKERS COMPENSATION AND EMPLOYERS LIABILITY ANY PROPRIETARY PARTNER/EXECUTIVE OFFICERS (EXCLUDED) (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N/A				Limit \$ 500,000 Temp/Tran 150,000
A	Installation Floater		CMM3529764	09/08/2018	09/08/2019	

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Certificate holder is listed as additional insured with respects to the general liability and auto liability when required by written contract or agreement. Waiver of subrogation is included with respects to general liability and auto liability when required by written contract or agreement. 30 day notice of cancellation applies, 10 days for non-payment of premium.

## CERTIFICATE HOLDER

ALACITY

City of Alachua  
15100 NW 142nd Terrace  
Alachua, FL 32615

## CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

ACORD 25 (2016/03)

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DATE (MM/DD/YYYY)  
1/15/2019

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**POLICY EXPIRATION DATE**

09/08/19

Y	
BCKG	

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**SHORT DESCRIPTION OF CHANGES/REMARKS (Attach ACORD 101. Additional Remarks Schedule, if more space is required)**  
Please add IL 7035 as indicated

LOC #	BLD #	STREET, CITY, COUNTY, STATE, ZIP+4	CITY LIMITS	INTEREST	YR BUILT	PART OCCUPIED
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NATURE OF BUSINESS / DESCRIPTION OF OPERATIONS BY PREMISE(S)	ADD	CHANGE	DELETE
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VEH #	YEAR	BODY TYPE:	VEHICLE TYPE	SYM / AGE	COMP / OTC SYM	COLL SYM

MODEL:	V.I.N.:	PP	SPEC	COML		

GARAGING	STREET (Required in KY)	CITY	COUNTY	STATE	ZIP
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LIC STATE	TERR	GWN / GCW	CLASS	SIC	FACTOR	SEAT CP	RADIUS	FARTHEST TERMINAL	COST NEW
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USE	COMM'L	FOR HIRE	CHECK COVERAGES	ADD'L NO. FAULT	UNDRINS MOTOR	F	LSP	RENT REIMB	DEDUCTIBLES	ACV	COMP/OTC	SPEC COE
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[illegible]

DATE	DESCRIPTION	AMOUNT	BALANCE
1/1/81	TV		
	NO FAULT		
	ADDL NO FAULT		
	MEDICAL PAYMENTS		
	UNINSURED MOTORISTS		
	UNINSURED MOTORISTS		

VEH #	YEAR	MAKE:	BODY TYPE:	VEHICLE TYPE	SYM / AGE	COMP / OTC SYM	COLL SYM

MODEL:	V.I.N.:	PP	SPEC	COML	
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[illegible][illegible][illegible]

DRIVE TO WORK/SCHOOL	< 15 MILES	15 MILES +	NET VEH DR/CR	TOTAL PREM. \$


DRIVER #	NAME (include address, if required)	SEX	BOB STAT	DATE OF BIRTH	YRS EXP	YEAR LIC	DRIVERS LICENSE NUMBER/ SOCIAL SECURITY NUMBER	S/ALE LIC	DATE HIRE	BROADEN NO-FAULT	DOC	USE VEH #	% USE
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[illegible]

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Page 1 of 2  
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General Decision Number: FL180200 01/05/2018 FL200

Superseded General Decision Number: FL20170200

State: Florida

Construction Type: Highway

County: Alachua County in Florida.

#### HIGHWAY CONSTRUCTION PROJECTS

Note: Under Executive Order (EO) 13658, an hourly minimum wage of \$10.35 for calendar year 2018 applies to all contracts subject to the Davis-Bacon Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2015. If this contract is covered by the EO, the contractor must pay all workers in any classification listed on this wage determination at least \$10.35 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract in calendar year 2018. The EO minimum wage rate will be adjusted annually. Please note that this EO applies to the above-mentioned types of contracts entered into by the federal government that are subject to the Davis-Bacon Act itself, but it does not apply to contracts subject only to the Davis-Bacon Related Acts, including those set forth at 29 CFR 5.1(a) (2)-(60). Additional information on contractor requirements and worker protections under the EO is available at [www.dol.gov/whd/govcontracts](http://www.dol.gov/whd/govcontracts).

Modification Number	Publication Date		
0	01/05/2018		
* SUFL2013-018 08/19/2013			
	Rates	Fringes	
CARPENTER, Includes Form Work...	\$ 13.81	0.00	
CEMENT MASON/CONCRETE FINISHER...	\$ 13.96	0.00	
ELECTRICIAN.....	\$ 22.11	0.00	
HIGHWAY/PARKING LOT STRIPING: Operator (Striping Machine).....	\$ 12.68	0.32	
HIGHWAY/PARKING LOT STRIPING: Painter.....	\$ 12.13	0.00	
IRONWORKER, ORNAMENTAL.....	\$ 13.48	0.00	
IRONWORKER, REINFORCING.....	\$ 15.82	0.00	
IRONWORKER, STRUCTURAL.....	\$ 17.50	0.00	
LABORER (Traffic Control Specialist).....	\$ 10.73	0.00	



EXHIBIT E  
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CDBG DEO  
WAGES

LABORER: Asphalt, Includes Raker, Shoveler, Spreader and Distributor.....	\$ 13.11	0.00
LABORER: Common or General.....	\$ 8.94	0.00
LABORER: Grade Checker.....	\$ 13.52	0.00
LABORER: Mason Tender - Cement/Concrete.....	\$ 12.81	0.00
LABORER: Pipelayer.....	\$ 14.34	0.00
OPERATOR: Backhoe/Excavator/Trackhoe.....	\$ 12.63	0.00
OPERATOR: Bobcat/Skid Steer/Skid Loader.....	\$ 12.70	0.00
OPERATOR: Broom/Sweeper.....	\$ 11.38	0.00
OPERATOR: Bulldozer.....	\$ 15.74	0.00
OPERATOR: Concrete Finishing Machine.....	\$ 15.44	0.00
OPERATOR: Crane.....	\$ 20.38	0.00
OPERATOR: Curb Machine.....	\$ 19.33	0.00
OPERATOR: Drill.....	\$ 14.71	0.00
OPERATOR: Forklift.....	\$ 11.68	0.00
OPERATOR: Gradall.....	\$ 14.71	0.00
OPERATOR: Grader/Blade.....	\$ 18.89	0.00
OPERATOR: Loader.....	\$ 13.03	0.00
OPERATOR: Mechanic.....	\$ 16.68	0.00
OPERATOR: Milling Machine.....	\$ 14.76	0.00
OPERATOR: Oiler.....	\$ 14.92	0.00
OPERATOR: Paver (Asphalt, Aggregate, and Concrete).....	\$ 14.35	0.00
OPERATOR: Piledriver.....	\$ 17.23	0.00
OPERATOR: Post Driver (Guardrail/Fences).....	\$ 20.22	0.00
OPERATOR: Roller.....	\$ 11.80	0.00
OPERATOR: Scraper.....	\$ 12.01	0.00
OPERATOR: Screed.....	\$ 13.76	0.00

EXHIBIT E  
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WAGES

OPERATOR: Trencher.....	\$ 19.99	0.00
PAINTER: Spray.....	\$ 19.57	0.00
TRAFFIC CONTROL: Flagger.....	\$ 12.02	0.00
TRUCK DRIVER: Dump Truck.....	\$ 11.55	0.00
TRUCK DRIVER: Flatbed Truck.....	\$ 14.28	0.00
TRUCK DRIVER: Lowboy Truck.....	\$ 15.64	0.00
TRUCK DRIVER: Slurry Truck.....	\$ 11.96	0.00
TRUCK DRIVER: Water Truck.....	\$ 12.42	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 [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) (ii)).

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

Union Rate Identifiers

<https://www.wdol.gov/wdol/scafiles/davisbacon/FL200.dvb?v=0>

9/19/2018

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

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

#### Survey Rate Identifiers

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

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

#### Union Average Rate Identifiers

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

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

WAGE DETERMINATION APPEALS PROCESS

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

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

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

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

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

2.) If the answer to the question in 1.) is yes, then an interested party (those affected by the action) can request review and reconsideration from the Wage and Hour Administrator (See 29 CFR Part 1.8 and 29 CFR Part 7). Write to:

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

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

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

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

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

=====

END OF GENERAL DECISION

<https://www.wdol.gov/wdol/scaffles/davisbacon/FL200.dvb?v=0>

9/19/2018

**CERTIFICATION BY BIDDER**

This certification is required pursuant to Executive Order 11246 (30 F.R. 12319-25). The implementing rules and regulations provide that any bidder or prospective contractor, or any of their proposed subcontractors, shall state as an initial part of the bid or negotiations of the contract whether it has participated in any previous contract or subcontract subject to the equal opportunity clause; and if so, whether it has filed all compliance reports due under applicable instructions.

Where the certification indicates that the bidder has not filed a compliance report due under applicable instructions, such bidder shall be required to submit a compliance report within seven calendar days after bid opening. No contract shall be awarded unless such report is submitted.

NAME AND ADDRESS OF BIDDER (Include ZIP Code):

ADDRESS PAVING INC  
6327 WOOD 123RD PLACE  
GAINESVILLE FL 32653

1. Bidder has participated in a previous contract or subcontract subject to the Equal Opportunity Clause.  
Yes ( ☒ ) No (    )
2. Compliance reports were filed in connection with such contract or subcontract.  
Yes ( ☒ ) No (    )
3. Bidder has filed all compliance reports due under applicable instructions, including SF 100.  
Yes ( ☒ ) No (    )
4. Have you ever been or are you being considered for sanction due to violation of Executive Order 112246, as amended?    Yes (    ) No ( ☒ )

NAME AND TITLE OF SIGNER (Please Type):

RON ANDREWS

(Signature)

[Signature]

(Date)

2/11/15

\*\*\*\* END OF SECTION \*\*\*\*



**CERTIFICATION OF BIDDER REGARDING SECTION 3  
AND SEGREGATED FACILITIES**

Andrews Paving Inc  
Name of Prime Contractor

NW Neighborhood Resurfacing  
Project Name and Number  
II / CDBG-01-03-11-02-N14

The undersigned hereby certifies that:

- (a) Section 3 provisions are included in the Contract.
- (b) A written Section 3 plan was prepared and submitted as part of the bid proceedings (if bid equals or exceeds \$10,000). (See following page.)
- (c) No segregated facilities will be maintained.

NAME AND TITLE OF SIGNER (Please Type):

ROD ANDREWS

  
(Signature)

2-11-19  
(Date)

Section 3 Plan Format

Andrews Paving Inc agrees to implement the following specific affirmative action steps directed at increasing the utilization of lower income residents and businesses with the City of Alachua.

- A. To ascertain from the locality's CDBG program official the exact boundaries of the Section 3 covered project area and where advantageous, seek the assistance of local officials in preparing and implementing the affirmative action plan.
  - B. To attempt to recruit from within the city the necessary number of lower income residents through: Local advertising media, signs placed at the proposed site for the project, and community organizations and public or private institutions operating within or serving the project area such as Service Employment and Redevelopment (SERB) Opportunities Industrialization Center (OIC), Urban League, Concentrated Employment Program, Hometown Plan or the U.S. Employment Service.
  - C. To maintain a list of all lower income residents who have applied either on their own or on referral from any source, and to employ such persons, if otherwise eligible and if a vacancy exists.
  - \*D. To insert this Section 3 plan in all bid documents, and to require all bidders on subcontracts to submit a Section 3 affirmative action plan including utilization goals and the specific steps planned to accomplish these goals.
  - \*E. To insure this Section 3 plan in all bid documents, and to require all bidders on subcontracts to submit a Section 3 affirmative action plan including utilization goals and the specific steps planned to accomplish these goals.
  - F. To formally contact unions, subcontractors, and trade associations to secure their cooperation for this program.
  - G. To insure that all appropriate project area business concerns are notified of pending subcontractual opportunities.
  - H. To maintain records, including copies of correspondence, memoranda, etc., which document that all of the above affirmative action steps have been taken.
  - I. To appoint or recruit an executive official of the company or agency as Equal Opportunity Officer to coordinate the implementation of this Section 3 plan.
  - J. To list on Table A, information related to subcontracts to be awarded.
  - K. To list on Table B, all projected workforce needs for all phases of this project by occupation, trade, skill level, and number of positions.
- \* Loans, grants, contracts, and subsidies for less than \$10,000 will be exempt.
- As officers and representatives of Andrews Paving Inc.
- We, the undersigned, have read and fully agree to this Affirmative Action Plan, and become a party to the full implementation of this program.

Signature [Signature]  
RON ANDREWS

President

Title

Date 2/11/15

Signature [Signature]  
ARON ANDREWS

Vice-President

Title

Date 2/11/15

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CDBG DEO WAGE

**TABLE A**  
**PROPOSED SUBCONTRACTOR BREAKDOWN**

FOR THE PERIOD COVERING \_\_\_\_\_, 20\_\_\_\_ THROUGH \_\_\_\_\_, 20\_\_\_\_  
(DURATION OF THE PROJECT)

[illegible]

\* The Project area is coextensive with the City of Alachua's boundaries.

ANDREAS FALLING INC

Project Name NW Neighborhood Resulting

18DB-OM-03-11-02-104

### Project Number

**EEO Officer (Signature)**

Date 2/11/19

ESTIMATED PROJECT WORKFORCE BREAKDOWN

COLUMN 1 JOB CATEGORY	COLUMN 2 TOTAL ESTIMATE POSITIONS	COLUMN 3 NO. POSITIONS CURRENTLY OCCUPIED BY PERMANENT EMPLOYEES	COLUMN 4 CO. POSITIONS NOT CURRENTLY OCCUPIED	COLUMN 5 NO. POSITIONS TO BE FILLED WITH L.I.P.A.R.
OFFICERS/ SUPERVISORS				
PROFESSIONALS				
TECHNICIANS HOUSING SALES/ RENTAL/MANGMT.				
OFFICE CLERICAL				
SERVICE WORKER				
OTHER				

TRADE:

JOURNEYMAN				
HELPERS				
APPRENTICES MAXIMUM NO. TRAINEES				
OTHERS				

TRADE:

JOURNEYMAN				
HELPERS				
APPRENTICES MAXIMUM NO. TRAINEES				
OTHERS				

TRADE:

JOURNEYMAN				
HELPERS				
APPRENTICES MAXIMUM NO. TRAINEES				
OTHERS				

\*Low Income Project Area residents.  
Individuals residing within the City of  
Alachua whose family  
income does not exceed 80% of the  
median income in the State.

Andrews Taving Inc  
Company

ESTIMATED PROJECT WORKFORCE BREAKDOWN  
CERTIFICATION BY PROPOSED CONTRACTOR REGARDING  
EQUAL EMPLOYMENT OPPORTUNITY

NAME OF CONTRACTOR Andrews Harvey Inc

PROJECT NUMBER # 18DB-04-03-11-02-N14

**INSTRUCTIONS**

This certification is required pursuant to Executive Order 11246 (30 F.R. 12319-25). The implementing rules and regulations provide that any bidder or prospective contractor, or any of their proposed subcontractors, shall state as an initial part of the bid or negotiations of the contract whether it has participated in any previous contract or subcontract subject to the equal opportunity clause; and, if so, whether it has filed all compliance reports due under applicable instructions.

Where the certification indicates that the subcontractors has not filed a compliance report due under applicable instructions, such subcontractor shall be required to submit a compliance report before the owner approves the subcontract or permits work to begin under the subcontract.

**SUBCONTRACTOR'S CERTIFICATION**

NAME AND ADDRESS OF SUBCONTRACTOR (include ZIP Code)

1. Bidder has participated in previous contract subject to the Equal Opportunity Clause.  
Yes ( ) No ( )
2. Compliance reports were required to be filed in connection with such contract or subcontract.  
Yes ( ) No ( )
3. Bidder has filed all compliance reports due under applicable instructions, including SF-100.  
Yes ( ) No ( ) NA ( )
4. Have you ever been or are you being considered for sanction due to violation of Executive Order 11246, as amended?  
Yes ( ) No ( )

NAME AND TITLE OF SIGNER (Please Type):

RON ANDREWS

(Signature)

(Date)

2/11/15



**CERTIFICATION OF PROPOSED SUBCONTRACTOR REGARDING  
SECTION 3 AND SEGREGATION FACILITIES**

Andrews Paving Inc  
NAME OF SUBCONTRACTOR

H 10 DB-DM-03-11-02-1014  
PROJECT NAME AND NUMBER

The undersigned hereby certifies that:

- (a) Section 3 provisions are included in the Contract.
- (b) A written Section 3 plan was prepared and submitted as part of the bid proceedings (if bid equals or exceeds \$10,000). See page 00330-2.
- (c) No segregated facilities will be maintained as required by Title VI of the Civil Rights Act of 1964.

NAME AND TITLE of Signer (Print or Type):

  
Signature

2/11/15  
Date

\*\*\*\* END OF SECTION \*\*\*\*

## CONTRACTOR CERTIFICATION

To (Appropriate Recipient):

DATE: \_\_\_\_\_

PROJECT NUMBER (if any):

PROJECT NAME:

1. The undersigned, having executed a contract with

for the construction of the above-identified project, acknowledges that:

a) The Labor Standards provisions are included in the aforesaid contract;

b) Correction of any infractions of the aforesaid conditions, including infractions by any of his subcontractors and any lower tier subcontractors, is his responsibility.

2. He certifies that:

a) Neither he nor any firm, partnership or association in which he has substantial interest is designated as an ineligible contractor by the Comptroller General of the United States pursuant to Section 5.6(b) of the Regulations of the Secretary of Labor, Part 5 (29 CFR, Part 5) or pursuant to Section 3(a) of the Davis-Bacon Act, as amended (40 U.S.C. 276a-2(a)).

b) No part of the aforementioned contract has been or will be subcontracted to any subcontractor if such subcontractor or any firm, corporation, partnership or association in which such subcontractor has a substantial interest is designated as an ineligible contractor pursuant to any of the aforementioned regulatory or statutory provisions.

3. He agrees to obtain and forward to the abovementioned recipient within ten days after the execution of any subcontract, including those executed by his subcontractors and any lower tier subcontractors, a Subcontractor's Certification Concerning Labor Standards and Prevailing Wage Requirements executed by the subcontractor.

4. He certifies that:

a) The legal name and the business address of the undersigned are.

b) The undersigned is:

(1) A single proprietorship \_\_\_\_\_

(3) corporation organized in the State of \_\_\_\_\_

(2) A partnership

(4) Other organization (Describe)

c) The name, title and address of the owner, partners or officers of the undersigned are:

Name	Title	Address
------	-------	---------

d) The names and addresses of all other persons, both natural and corporate, having a substantial interest in the undersigned, and the nature

EXHIBIT E  
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CDBG DEO WAGE

of the interest are (if none, so state):		
Name	Title	Address
e) The names, addressed and trade classifications of all other building construction contractors in which the undersigned has a substantial interest are (if none, so state):		
Name	Title	Address

\_\_\_\_\_  
(Contractor)  
  
Date \_\_\_\_\_ By \_\_\_\_\_

**WARNING**  
U.S. Criminal Code, Section 1010, Title 18, U.S.C., provides in part: "Whoever, makes, passes, utters, or publishes any statement, knowing the same to be false, shall be fined not more than \$5,000 or imprisoned not more than two years, or both.



EXHIBIT E PAGE 15 OF 16  
Department of Economic Opportunity – Small Cities Community Development Block Grant Program  
**Section 3 Participation Report**  
(Construction Prime Contractor)

Form SC-52  
April, 2015

Local Government: City of Atlanta CDBG Contract #: 18PB-OW-63-11-02-H14  
*This form must be completed by the prime contractor for any construction contract over \$100,000. Voluntary reporting for contracts under \$100,000 is encouraged.*

Contractor's Name: Andrews Paving Inc

Contractor's DUNS Number: #197260391 Contract Amount: \$ \_\_\_\_\_

1. Does the business qualify as a "Section 3 Business Concern" because		<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
a) It is at least <u>51%</u> owned by Section 3 residents*, or		<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
b) At least 30% of its <u>permanent full-time employees</u> are		
i) Currently Section 3 residents*, or	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	
ii) Were Section 3 residents* within first three years of employment, or	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	
c) Will at least 25% (dollar value) of construction subcontracts (no material/supplies/equipment vendors unless they are also installing same) be to businesses meeting (a) or (b) above?	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	
If <u>yes</u> , list any Section 3 subcontractors and subcontract amount:		
Subcontractors	Subcontract Amount	
	\$	
	\$	
	\$	
2. Will the contractor be hiring any additional staff (office or field) for this project?	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	
• If <u>yes</u> , what types of jobs will be filled, and how many additional hires are estimated in each job type?		

**\*Section 3 resident means:**

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

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

73C-23.0051, FAC

RFB 2019-01 NW Neighborhood Street  
Resurfacing Project  
Page 108 of 151



Department of Economic Opportunity – Small Cities Community Development Block Grant Program  
**Section 3 Participation Report**  
**(Construction Subcontractor)**

Form SC-53

April, 2015

Local Government: \_\_\_\_\_ CDBG Contract #: \_\_\_\_\_

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

Subcontractor's Name: \_\_\_\_\_

Subcontractor's DUNS Number: \_\_\_\_\_ Subcontract Amount: \$ \_\_\_\_\_

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

**\*Section 3 resident means:**

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

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

73C-23.0051, FAC




### DRUG-FREE WORKPLACE FORM

The undersigned vendor, in accordance with Florida Statute 287.087, hereby certifies

that ANDREWS PAVING Inc does:  
(Business Name)

1. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.
2. Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, employee assistance programs and the penalties that may be imposed upon employees for drug abuse violations.
3. Give each employee engaged in providing the commodities or contractual services that are under bid a copy of the statement specified in Paragraph 1.
4. In the statement specified in Paragraph 1, notify the employees that, as a condition of working on the commodities or contractual services that are under bid, the employee will abide by the terms of the statement and will notify the employer of any convictions of, or plea of guilty or nolo contendere to, any violation of Chapter 1893 or of any controlled substance law of the United States or any state, for any violation occurring in the workplace, no later than five (5) days after such conviction.
5. Impose a sanction on, or require the satisfactory participation in, a drug abuse assistance or rehabilitation program, if such is available in the employee's community, by any employee who is so convicted.
6. Make a good faith effort to continue to maintain a drug-free work- place through implementation of Paragraphs 1 through 5.

As the person authorized to sign this statement, I certify that this firm complies fully with the above requirements.

Proposer's Signature: 

Date: 2/11/19

EXHIBIT F  
Page 1 of 1



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

April, 2015

Recipient: City of Alachua Contract Number: #1805-DN-03-11-CR-0164

Name of Company Selected as a Prime Contractor:

DUNS Number: #197260391 ANDREWS PAVING, INC

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

Authorized Signature [Signature] Date 2/11/19

Name Typed RON ANDREWS

Title President

Street Address 6327 NW 123rd Place

City, State, Zip Gainesville FL 32653

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

EXHIBIT G  
Page 1 of 2

73C-23.0051, FAC



**Certification Regarding Debarment, Suspension, Ineligibility  
and Voluntary Exclusion (Subcontractor)**

April, 2015

Recipient: \_\_\_\_\_ Contract Number: \_\_\_\_\_

Name of Subcontractor: \_\_\_\_\_

DUNS Number: \_\_\_\_\_

**Lower Tier Covered Transactions**

- (1) The prospective lower tier participant certifies, by submission of this document, that neither it nor its principals 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.

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

\_\_\_\_\_  
Name Typed \_\_\_\_\_

\_\_\_\_\_  
Title \_\_\_\_\_

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

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

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

### FLORIDA STATUTES ON PUBLIC ENTITY CRIMES FORM

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

1. This sworn statement is submitted to City of Alachua  
by Ron Andrews President  
(print individual's name and title)  
for Andrews Paving, Inc  
(print name of entity submitting sworn statement)  
whose business address is 6327 NW 12th Place  
Gainesville FL 32655  
and (if applicable) its Federal Employer Identification Number (FEIN) is  
592726877  
(if the entity has no FEIN) include the Social Security Number of the individual signing this sworn Statement

2. I understand that a "public entity crime" as defined in Paragraph 287.133(1)(g) Florida Statutes means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or of the United States, including, but not limited to any bid or contract for goods or services to be provided to any public entity or an agency or political subdivision of any other state or of the United States and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.
3. I understand that "conviction" as defined in Paragraph 287.133(1)(b) Florida Statutes means a finding of guilt or a conviction of a public entity crime, with or without an adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of jury verdict, nonjury trial, or entry of a plea of guilty or nolo contendere.
4. I understand that an "affiliate" as defined in Paragraph 287.133(1)(a) Florida Statutes means
- a. A predecessor or successor of a person convicted of a public entity crime; or

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

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

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

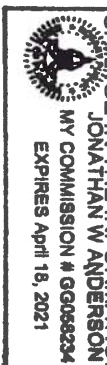
✓ Neither the entity submitting this sworn statement nor any of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, nor any affiliate of the entity has been charged with and convicted of a public entity crime subsequent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

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

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

I UNDERSTAND THAT THE SUBMISSION OF THIS FORM TO THE CONTRACTING OFFICER FOR THE PUBLIC ENTITY IDENTIFIED IN PARAGRAPH 1 (ONE) ABOVE IS FOR THAT PUBLIC ENTITY ONLY AND THAT THIS FORM IS VALID THROUGH DECEMBER 31 OF THE CALENDAR YEAR IN WHICH IT IS FILED. I ALSO UNDERSTAND THAT I AM REQUIRED TO INFORM THE PUBLIC ENTITY PRIOR TO

ENTERING INTO A CONTRACT IN EXCESS OF THE THRESHOLD AMOUNT  
PROVIDED IN SECTION 287.017, FLORIDA STATUTES FOR CATEGORY TWO OF  
ANY ~~CHANGE IN THE INFORMATION~~ CONTAINED IN THIS FORM.



  
(Signature)

Sworn to and subscribed before me this 11 day of FEBRUARY,  
2019.

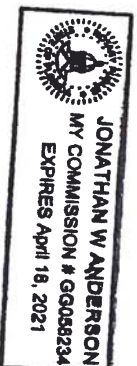
Personally known ✓

OR produced identification \_\_\_\_\_ Notary Public - State of FLORIDA

(Type of Identification) \_\_\_\_\_ My Commission expires 4/18/21

(Print, typed or stamped commissioned name of notary public)







### REFERENCES LISTING FORM

List a minimum of four (4) local government or private references for similar contracts, which you have completed within the past 5 years. (Please *print* type)

*SEE ATTACHED*

Customer Name: \_\_\_\_\_  
Address: \_\_\_\_\_

Telephone ( ) \_\_\_\_\_ Fax: ( ) \_\_\_\_\_  
Contact Name: \_\_\_\_\_  
Type of Contract: \_\_\_\_\_  
Complete Date: \_\_\_\_\_  
Email Address: \_\_\_\_\_  
Customer Name: \_\_\_\_\_  
Address: \_\_\_\_\_

Telephone ( ) \_\_\_\_\_ Fax: ( ) \_\_\_\_\_  
Contact Name: \_\_\_\_\_  
Type of Contract: \_\_\_\_\_  
Complete Date: \_\_\_\_\_  
Email Address: \_\_\_\_\_  
Customer Name: \_\_\_\_\_  
Address: \_\_\_\_\_

Telephone ( ) \_\_\_\_\_ Fax: ( ) \_\_\_\_\_  
Contact Name: \_\_\_\_\_  
Type of Contract: \_\_\_\_\_  
Complete Date: \_\_\_\_\_  
Email Address: \_\_\_\_\_  
Customer Name: \_\_\_\_\_  
Address: \_\_\_\_\_

Telephone ( ) \_\_\_\_\_ Fax: ( ) \_\_\_\_\_  
Contact Name: \_\_\_\_\_  
Type of Contract: \_\_\_\_\_  
Complete Date: \_\_\_\_\_  
Email Address: \_\_\_\_\_

My company has been in this type of business for 32 years. There are 35 employees in my company. *As Needed* employees will be dedicated to this project.

# THE AMERICAN INSTITUTE OF ARCHITECTS



AIA Document A310

## Bid Bond

KNOW ALL MEN BY THESE PRESENTS, that we

**Andrews Paving, Inc., 6327 NW 123rd Place, Gainesville, FL 32653**  
as Principal, hereinafter called the Principal, and

**International Fidelity Insurance Company, One Newark Center, Newark, NJ 07102-5207**  
a corporation duly organized under the laws of the State of New Jersey as Surety, hereinafter called the Surety, are held  
and firmly bound unto

**City of Alachua, 15100 NW 142nd Terrace, Alachua, FL 32615**  
as Oblige, hereinafter called the Oblige, in the sum of FIVE Percent of the amount bid

Dollars (\$ \_\_\_\_\_ )  
for the payment of which sum well and truly to be made, the said Principal and the said Surety, bind ourselves, our heirs,  
executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal has submitted a bid for  
#RFP2019-01 NW Neighborhood Street Resurfacing Project DEO Contract # 18DB-OM-03-11-02-N14 CDBG Paving  
and Repaving Project, Alachua, FL

NOW, THEREFORE, if the Oblige shall accept the bid of the Principal and the Principal shall enter into a Contract with the  
Oblige in accordance with the terms of such bid, and give such bond or bonds as may be specified in the bidding or Contract  
Documents with good and sufficient surety for the faithful performance of such Contract and for the prompt payment of labor  
and material furnished in the prosecution thereof, or in the event of the failure of the Principal to enter such Contract and give  
such bond or bonds, if the Principal shall pay to the Oblige the difference not to exceed the penalty hereof between the amount  
specified in said bid and such larger amount for which the Oblige may in good faith contract with another party to perform the  
Work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect.

Signed and sealed this 13th day of February, 2019.

Handwritten signature of Paul A. Locascio in blue ink.

(Witness)

**Andrews Paving, Inc.**  
Handwritten signature of Paul A. Locascio in blue ink.

(Principal)

(Seal)

Handwritten signature of Paul A. Locascio in blue ink.

(Witness)

**International Fidelity Insurance Company**  
Handwritten signature of Paul A. Locascio in blue ink.  
(Surety)

(Seal)

**Paul A. Locascio, Attorney-in-Fact  
& Florida Licensed Resident Agent**

AIA DOCUMENT A310 - BID BOND - AIA - FEBRUARY 1970 ED - THE AMERICAN INSTITUTE OF  
ARCHITECTS 1735 N Y AVE N W WASHINGTON, D C 20006

G-23248-A

**POWER OF ATTORNEY**  
**INTERNATIONAL FIDELITY INSURANCE COMPANY**  
**ALLEGHENY CASUALTY COMPANY**

Bond # SEFSU0671800

One Newark Center, 20<sup>th</sup> Floor, Newark, New Jersey 07102-5207 PHONE: (973) 624-7200

**KNOW ALL MEN BY THESE PRESENTS:** That **INTERNATIONAL FIDELITY INSURANCE COMPANY**, a corporation organized and existing under the laws of the State of New Jersey, and **ALLEGHENY CASUALTY COMPANY**, a corporation organized and existing under the laws of the State of New Jersey, having their principal office in the City of Newark, New Jersey, do hereby constitute and appoint

**PAUL A. LOCASCIO, CLYDE D. HARE, PAMELA L. JARMAN, K. WAYNE WALKER, L. DALE WALDORFF,**  
**BENJAMIN H. FRENCH, REBEKAH G. WOLF**

**Gainesville, FL**

their true and lawful attorney(s)-in-fact to execute, seal and deliver for and on its behalf as surety, any and all bonds and undertakings, contracts of indemnity and other writings obligatory in the nature thereof, which are or may be allowed, required or permitted by law, statute, rule, regulation, contract or otherwise, and the execution of such instrument(s) in pursuance of these presents, shall be as binding upon the said **INTERNATIONAL FIDELITY INSURANCE COMPANY** and **ALLEGHENY CASUALTY COMPANY**, as fully and amply, to all intents and purposes, as if the same had been duly executed and acknowledged by their regularly elected officers at their principal offices.

This Power of Attorney is executed, and may be revoked, pursuant to and by authority of the By-Laws of **INTERNATIONAL FIDELITY INSURANCE COMPANY** and **ALLEGHENY CASUALTY COMPANY** and is granted under and by authority of the following resolution adopted by the Board of Directors of **ALLEGHENY CASUALTY COMPANY** at a meeting duly held on the 20<sup>th</sup> day of July, 2010 and by the Board of Directors of **ALLEGHENY CASUALTY COMPANY** at a meeting duly held on the 10<sup>th</sup> day of July, 2015:

**RESOLVED**, that (1) the Chief Executive Officer, President, Executive Vice President, Vice President, or Secretary of the Corporation shall have the power to appoint, and to revoke the appointments of, Attorneys-in-Fact or agents with power and authority as defined or limited in their respective powers of attorney, and to execute on behalf of the Corporation and affix the Corporation's seal thereto, bonds, undertakings, recognizances, contracts of indemnity and other written obligations in the nature thereof or related thereto; and (2) any such Officers of the Corporation may appoint and revoke the appointments of joint-control custodians, agents for acceptance of process, and Attorneys-in-fact with authority to execute waivers and consents on behalf of the Corporation, and (3) the signature of any such Officer of the Corporation and the Corporation's seal may be affixed by facsimile to any power of attorney or certification given for the execution of any bond, undertaking, recognizance, contract of indemnity or other written obligation in the nature thereof or related thereto, such signature and seals when so used whether heretofore or hereafter, being hereby adopted by the Corporation as the original signature of such officer and the original seal of the Corporation, to be valid and binding upon the Corporation with the same force and effect as though manually affixed."

IN WITNESS WHEREOF, **INTERNATIONAL FIDELITY INSURANCE COMPANY** and  
**ALLEGHENY CASUALTY COMPANY** have each executed and attested these presents  
on this 31<sup>st</sup> day of December, 2017

STATE OF NEW JERSEY  
County of Essex



\_\_\_\_\_  
George R. James  
Executive Vice President (International Fidelity Insurance Company) and  
Vice President (Allegheny Casualty Company)



On this 31<sup>st</sup> day of December, 2017, before me came the individual who executed the preceding instrument to me personally known, and, being by me duly sworn, said he is the therein described and authorized officer of **INTERNATIONAL FIDELITY INSURANCE COMPANY** and of **ALLEGHENY CASUALTY COMPANY**; that the seals affixed to said instrument are the Corporate Seals of said Companies; that the said Corporate Seals and his signature were duly affixed by order of the Boards of Directors of said Companies

IN TESTIMONY WHEREOF, I have hereunto set my hand affixed my Official Seal, at the City of Newark,  
New Jersey the day and year first above written.



**CERTIFICATION**

\_\_\_\_\_  
Cathy Cruz a Notary Public of New Jersey  
My Commission Expires April 16, 2019

I, the undersigned officer of **INTERNATIONAL FIDELITY INSURANCE COMPANY** and **ALLEGHENY CASUALTY COMPANY** do hereby certify that I have compared the foregoing copy of the Power of Attorney and affidavit, and the copy of the Sections of the By-Laws of said Companies as set forth in said Power of Attorney, with true originals on file in the home of said companies, and that the same are correct transcripts thereof, and of the whole of the said originals, and that the said Power of Attorney has not been revoked and is now in full force and effect.

IN TESTIMONY WHEREOF, I have hereunto set my hand on this day, 13<sup>th</sup> day of February, 2019

A01383

\_\_\_\_\_  
Maïna H. Branco, Assistant Secretary

## NOTICE TO PROCEED

**Date:**

**Project:** NW Neighborhood Street Resurfacing Project DEO Contract #18DB-OM-03-11-02-N14  
CDBG Paving and Repaving Project

**Owner:** City of Alachua

**Owner's Contract No.:** RFB 2018-01

**Contract:** Neighborhood Street Resurfacing Project

**Engineer's Project No.:**

**Contractor:**

**Contractor Address:** [send Certified Mail, Return Receipt Requested]

You are notified that the Contract Times under the above Contract will commence to run on \_\_\_\_\_. On or before that date, you are to start performing your obligations under the Contract Documents. In accordance with Article 4 of the Agreement the number of days to achieve Substantial Completion is \_\_\_\_ days, and the number of days to achieve readiness for final payment is \_\_\_\_ days.

Before you may start any Work at the Site, Paragraph 2.01.B of the General Conditions provides that you must deliver to the owner (with copies to Engineer and other identified additional insureds and loss payees) certificates of insurance which you are required to purchase and maintain in accordance with the Contract Documents.

Also, before you may start any Work at the Site, you must:

1. Coordinate access to site procedures with Owner and Engineer.
2. Provide recorded copies of Performance Bond and Payment Bond.

Owner: City of Alachua

Given by: Adam Boukari

Authorized Signature

Title

Date

## PERFORMANCE BOND

CONTRACTOR *(name and address):*

SURETY *(name and address of principal place of business):*

**OWNER:**

City of Alachua  
P.O. Box 9  
Alachua, FL 32616

**CONSTRUCTION CONTRACT #:**

Effective Date of the Agreement:  
Amount:  
Description :

**BOND**

Bond Number:  
Date:  
Amount:  
Modifications to this Bond Form: ☐ None ☐ See Paragraph 18

Surety and Contractor, intending to be legally bound hereby, subject to the terms set forth below, do each cause this Performance Bond to be duly executed by an authorized officer, agent, or representative.

**CONTRACTOR AS PRINCIPAL**

**SURETY**

\_\_\_\_\_  
*(seal)*  
Contractor's Name and Corporate Seal

\_\_\_\_\_  
*(seal)*  
Surety's Name and Corporate Seal

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

By: \_\_\_\_\_  
Signature *(attach power of attorney)*

Print Name

Print Name

Title

Title

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

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

Title

Title

Performance Bond



**Application For Payment**  
**Change Order Summary**

<p><b>Contractor's Certification</b></p> <p>The undersigned Contractor certifies that to the best of its knowledge: (1) all previous progress payments received from Owner on account of Work done under the Contract have been applied on account to discharge Contractor's legitimate obligations incurred in connection with Work covered by prior Applications for Payment; (2) title of all Work, materials and equipment incorporated in said Work or otherwise listed in or covered by this Application for Payment will pass to Owner at time of payment free and clear of all Liens, security interests and encumbrances (except such as are covered by a Bond acceptable to Owner indemnifying Owner against any such Liens, security interest or encumbrances); and (3) all Work covered by this Application for Payment is in accordance with the Contract Documents and is not defective.</p>	
By:	Date:

Approved by: \_\_\_\_\_  
Funding Agency (if applicable) (Date)



### Progress Estimate - Lump Sum Work

## Contractor's Application

[illegible]

## Contractor's Application

RFB 2019-01  
CDBG NW Neighborhood Street Resurfacing Project

## Stored Material Summary

## Contractor's Application

[illegible]

# Change Order No. \_\_\_\_\_

Date of Issuance: \_\_\_\_\_ Effective Date: \_\_\_\_\_

Project:	Owner: City of Alachua	Owner's Contract No.:
Contract:		Date of Contract:
Contractor:		Engineer's Project No.:

**The Contract Documents are modified as follows upon execution of this Change Order:**

Description:

Attachments (list documents supporting change):

**CHANGE IN CONTRACT PRICE:**

**CHANGE IN CONTRACT TIMES:**

Original Contract Price:

Original Contract Times:

☐ Working days

☐ Calendar days

\$ \_\_\_\_\_

Substantial completion (days or date): \_\_\_\_\_  
Ready for final payment (days or date): \_\_\_\_\_

[Increase] [Decrease] from previously approved Change Orders No. \_\_\_\_\_ to No. \_\_\_\_\_;

[Increase] [Decrease] from previously approved Change Orders No. \_\_\_\_\_ to No. \_\_\_\_\_;

\$ \_\_\_\_\_

Substantial completion (days): \_\_\_\_\_  
Ready for final payment (days): \_\_\_\_\_

Contract Price prior to this Change Order:

Contract Times prior to this Change Order:

\$ \_\_\_\_\_

Substantial completion (days or date): \_\_\_\_\_  
Ready for final payment (days or date): \_\_\_\_\_

[Increase] [Decrease] of this Change Order:

[Increase] [Decrease] of this Change Order:

\$ \_\_\_\_\_

Substantial completion (days or date): \_\_\_\_\_  
Ready for final payment (days or date): \_\_\_\_\_

Contract Price incorporating this Change Order:

Contract Times with all approved Change Orders:

\$ \_\_\_\_\_

Substantial completion (days or date): \_\_\_\_\_  
Ready for final payment (days or date): \_\_\_\_\_

**RECOMMENDED:**

**ACCEPTED:**

**ACCEPTED:**

By: \_\_\_\_\_

By: \_\_\_\_\_

By: \_\_\_\_\_

Engineer (Authorized Signature)

Owner (Authorized Signature)

Contractor (Authorized Signature)

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

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

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

Approved by Funding Agency (if applicable):

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

Certificate of Substantial Completion

Project:

Owner: City of Alachua

Owner's Contract No.:

Contract:

Engineer's Project No.:

~~This tentative~~ **Certificate of Substantial Completion applies to:**

☐ All Work under the Contract Documents:      ☐ The following specified portions of the Work:

\_\_\_\_\_  
Date of Substantial Completion

The Work to which this Certificate applies has been inspected by authorized representatives of Owner, Contractor, and Engineer, and found to be substantially complete. The Date of Substantial Completion of the Project or portion thereof designated above is hereby declared and is also the date of commencement of applicable warranties required by the Contract Documents, except as stated below.

A ~~tentative~~ ~~definitive~~ list of items to be completed or corrected is attached hereto. This list may not be all-inclusive, and the failure to include any items on such list does not alter the responsibility of the Contractor to complete all Work in accordance with the Contract Documents.

**The responsibilities between Owner and Contractor for security, operation, safety, maintenance, heat, utilities, insurance and warranties shall be as provided in the Contract Documents except as amended as follows:**

☐ Amended Responsibilities

☐ Not Amended

Owner's Amended Responsibilities:

Contractor's Amended Responsibilities:

\_\_\_\_\_  
Certificate of Substantial Completion

Page 1 of 2



The following documents are attached to and made part of this Certificate:

---

---

This Certificate does not constitute an acceptance of Work not in accordance with the Contract Documents nor is it a release of Contractor's obligation to complete the Work in accordance with the Contract Documents.

Executed by Engineer	Date
----------------------	------

Accepted by Contractor	Date
------------------------	------

Accepted by Owner	Date
-------------------	------

## **Attachment J – Audit Requirements**

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

### **MONITORING**

In addition to reviews of audits conducted in accordance with 2 CFR 200 Subpart F (Audit Requirements) and section 215.97, F.S., as revised (see “AUDITS” below), monitoring procedures may include, but not be limited to, on-site visits by DEO staff, limited scope audits as defined by 2 CFR part 200, as revised, and/or other procedures. By entering into this Agreement, the Recipient agrees to comply and cooperate with any monitoring procedures/processes deemed appropriate by DEO. In the event DEO determines that a limited scope audit of the Recipient is appropriate, the Recipient agrees to comply with any additional instructions provided by DEO staff to the Recipient regarding such audit. The Recipient further agrees to comply and cooperate with any inspections, reviews, investigations, or audits deemed necessary by the Chief Financial Officer (CFO) or Auditor General.

### **AUDITS**

#### **PART I: FEDERALLY FUNDED**

This part is applicable if the Recipient is a State or local government or a non-profit organization as defined in 2 CFR 200, as revised.

1. In the event that the Recipient expends \$750,000 or more in federal awards in its fiscal year, the Recipient must have a single or program-specific audit conducted in accordance with the provisions of 2 CFR 200 Subpart F (Audit Requirements), as revised. In determining the federal awards expended in its fiscal year, the Recipient shall consider all sources of federal awards, including federal resources received from DEO. The determination of amounts of federal awards expended should be in accordance with the guidelines established by 2 CFR 200 Subpart F (Audit Requirements), as revised. An audit of the Recipient conducted by the Auditor General in accordance with the provisions of 2 CFR 200 Subpart F (Audit Requirements), as revised, will meet the requirements of this part.
2. In connection with the audit requirements addressed in Part I, paragraph 1, the Recipient shall fulfill the requirements relative to audit responsibilities as provided in 2 CFR 200 Subpart F (Audit Requirements), as revised.
3. If the Recipient expends less than \$750,000 in federal awards in its fiscal year, an audit conducted in accordance with the provisions of 2 CFR 200 Subpart F (Audit Requirements), as revised, is not required. In the event that the Recipient expends less than \$750,000 in federal awards in its fiscal year and elects to have an audit conducted in accordance with the provisions of 2 CFR 200 Subpart F (Audit Requirements), as revised, the cost of the audit must be paid from non federal resources (i.e., the cost of such an audit must be paid from Recipient resources obtained from other than federal entities).
4. Although 2 CFR 200 Subpart F (Audit Requirements) does not apply to commercial (for-profit) organizations, the pass-through entity has an obligation to ensure that for-profit subrecipients that expend \$750,000 or more in federal awards must comply with federal awards guidelines (see 2 CFR 200.501(h)). Additionally, for-profit entities may be subject to certain specific audit requirements of individual federal grantor agencies.

Additional Federal Single Audit Act resources can be found at:

<https://harvestercensus.gov/facweb/Resources.aspx>

## Attachment J – Audit Requirements

### PART II: STATE FUNDED

This part is applicable if the Recipient is a non-state entity as defined by section 215.97(2), F.S.

1. In the event that the Recipient expends a total amount of state financial assistance equal to or in excess of \$750,000 in any fiscal year of such Recipient, the Recipient must have a State single or project-specific audit for such fiscal year in accordance with section 215.97, F.S.; applicable rules of the Department of Financial Services; and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General. In determining the state financial assistance expended in its fiscal year, the Recipient shall consider all sources of state financial assistance, including state financial assistance received from DEO, other state agencies, and other non-state entities. State financial assistance does not include Federal direct or pass-through awards and resources received by a non-state entity for federal program matching requirements.
2. In connection with the audit requirements addressed in Part II, paragraph 1, the Recipient shall ensure that the audit complies with the requirements of section 215.97(8), F.S. This includes submission of a financial reporting package as defined by section 215.97(2), F.S., and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for profit organizations), Rules of the Auditor General.
3. If the Recipient expends less than \$750,000 in state financial assistance in its fiscal year, an audit conducted in accordance with the provisions of section 215.97, F.S., is not required. In the event that the Recipient expends less than \$750,000 in state financial assistance in its fiscal year and elects to have an audit conducted in accordance with the provisions of Section 215.97, F.S., the cost of the audit must be paid from the non-state entity's resources (i.e., the cost of such an audit must be paid from the Recipient's resources obtained from other than State entities).

Additional information regarding the Florida Single Audit Act can be found at:

<https://apps.flds.com/fsaa/>

### PART III: OTHER AUDIT REQUIREMENTS

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

N/A

### PART IV: REPORT SUBMISSION

1. Copies of reporting packages, to include any management letter issued by the auditor, for audits conducted in accordance with 2 CFR 200 Subpart F (Audit Requirements), as revised, and required by PART I of this Exhibit Agreement shall be submitted by or on behalf of the Recipient directly to each of the following at the address indicated:

A. Department of Economic Opportunity  
Financial Monitoring and Accountability (FMA)  
The copy submitted to the FMA section should be sent via email to: [FMA\\_RWB@deo.myflorida.com](mailto:FMA_RWB@deo.myflorida.com)

## **Attachment J – Audit Requirements**

B. The Federal Audit Clearinghouse designated in 2 CFR 200 Subpart F (Audit Requirements), as revised, electronically at: <https://harvester.census.gov/facweb/>

2. Copies of audit reports for audits conducted in accordance with 2 CFR 200 Subpart F (Audit Requirements), as revised, and required by Part I (in correspondence accompanying the audit report, indicate the date that the Recipient received the audit report); copies of the reporting package described in Section .512(c), 2 CFR 200 Subpart F (Audit Requirements), as revised, and any management letters issued by the auditor; copies of reports required by Part II of this Exhibit must be sent to DEO at the addresses listed in paragraph three (3) below.

3. Copies of financial reporting packages required by PART II of this Agreement shall be submitted by or on behalf of the Recipient directly to each of the following:

A. DEO at the following address:

Electronic copies: [Audit@deo.myflorida.com](mailto:Audit@deo.myflorida.com)

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

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

Email Address: [flaudgen.localgovt@aud.state.fl.us](mailto:flaudgen.localgovt@aud.state.fl.us)

4. Any reports, management letter, or other information required to be submitted to DEO pursuant to this Agreement shall be submitted timely in accordance with 2 CFR 200 Subpart F, 215.97 F.S., and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, as applicable.
5. Recipients and subrecipients, when submitting financial reporting packages to DEO for audits done in accordance with Chapter 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, should indicate the date that the reporting package was delivered to the recipient/subrecipient in correspondence accompanying the reporting package.

### **PART V: RECORD RETENTION**

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

## Exhibit 1 to Attachment J – Funding Sources

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

<b>Federal Awarding Agency:</b>	U.S. Department of Housing and Urban Development
<b>Federal Funds Obligated to Recipient:</b>	\$700,000
<b>Catalog of Federal Domestic Assistance Title:</b>	Community Development Block Grants/State's Program and Non-Entitlement Grants in Hawaii
<b>Catalog of Federal Domestic Assistance Number:</b>	14.228
<b>Project Description:</b>	Funding is being provided for needed infrastructure improvements to benefit low- and moderate-income persons residing in the Recipient's jurisdiction.
<i>This is not a research and development award.</i>	

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

**Federal Program**

1. The Recipient shall perform its obligations in accordance with sections 290.0401- 290.048, F.S.
2. The Recipient shall perform its obligations in accordance with 24 C.F.R. §§ 570.480 – 570.497.
3. The Recipient shall perform the obligations as set forth in this Agreement, including any attachments or exhibits thereto.
4. The Recipient shall perform the obligations in accordance with chapter 73C-23, F.A.C.
5. The Recipient shall be governed by all applicable laws, rules and regulations, including, but not necessarily limited to, those identified in Award Terms & Conditions and Other Instructions of the Recipient's Notice of Subgrant Award/Fund Availability (NFA).

**State Resources Awarded to the Recipient Pursuant to this Agreement Consist of the Following: N/A**

**Matching Resources for Federal Programs: N/A**

**Subject to Section 215.97, Florida Statutes: N/A**

**Compliance Requirements Applicable to State Resources Awarded Pursuant to this Agreement are as Follows: N/A**

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



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

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

=====

#### **1. Termination (Cause and Convenience)**

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

- (1) not less than ten (10) calendar days written notice (delivered by certified mail, return receipt requested) of intent to terminate; and
- (2) an opportunity for consultation with the terminating party prior to termination.

B. This contract may be terminated in whole or in part in writing by the local government for its convenience, provided that the other party is afforded the same notice and consultation opportunity specified in 1(a) above.

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

- (1) no amount shall be allowed for anticipated profit on unperformed services or other work, and
- (2) any payment due to the contractor at the time of termination may be adjusted to cover any additional costs to the local government because of the contractor's default.

If termination for convenience is effected by the local government, the equitable adjustment shall include a reasonable profit for services or other work performed for which profit has not already been included in an invoice.

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

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



- E. Upon termination, the local government may take over the work and may award another party a contract to complete the work described in this contract.
- F. If, after termination for failure of the contractor to fulfill contractual obligations, it is determined that the contractor had not failed to fulfill contractual obligations, the termination shall be deemed to have been for the convenience of the local government. In such event, adjustment of the contract price shall be made as provided in paragraph (c) above.

**2. Access to Records**

The local government, the Florida Department of Economic Opportunity, the U.S. Department of Housing and Urban Development, the Comptroller General of the United States, the Chief Financial Officer of the State of Florida, the Auditor General of the State of Florida, the Florida Office of Program Policy Analysis and Government Accountability, and any of their duly authorized representatives, shall have access to any books, documents, papers, and records of the contractor which are directly pertinent to this contract for the purpose of making audit, examination, excerpts, and transcriptions.

**3. Retention of Records**

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

**4. Remedies**

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

**5. Environmental Compliance**

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

**6. Energy Efficiency**

The contractor shall comply with any mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Public Law 94-163).

**7. Special Equal Opportunity Provisions**

**A. Activities and Contracts Not Subject to Executive Order 11246, as Amended**

(Applicable to Federally assisted construction contracts and related subcontracts \$10,000 and under.)

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

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

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- (2) The contractor shall post in conspicuous places, available to employees and applicants for employment, notices to be provided by Contracting Officer seeking forth the provisions of this nondiscrimination clause. The contractor shall state that all qualified applicants be considered without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.
- (3) Contractors shall incorporate foregoing requirements in all subcontracts.

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

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

- (1) The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of this nondiscrimination clause.
- (2) The contractor will, in all solicitations or advancements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.
- (3) The contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the contractor's legal duty to furnish information."
- (4) The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the agency contracting officer, advising the labor union or workers' representative of the contractor's commitments under Section 202 of Executive Order No. 11246 of September 24, 1965, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- (5) The contractor will comply with all provisions of Executive Order No. 11246 of Sept. 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
- (6) The contractor will furnish all information and reports required by Executive Order No. 11246 of September 24, 1965, and by the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the contracting agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
- (7) In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of such rules, regulations, or orders, this contract may be cancelled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts in accordance with procedures authorized in Executive Order No. 11246 of Sept. 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order No. 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.



- (8) The contractor will include the provisions of paragraphs (1) through (7) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to Section 204 of Executive Order No. 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as may be directed by the Secretary of Labor as a means of enforcing such provisions including sanctions for noncompliance: Provided, however, that in the event the contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

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

- (a) The 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.
- (b) The goals and timetables for minority and female participation, expressed in percentage terms for the Contractor's aggregate workforce in each trade on all construction work in the covered area, are as follows:
- Female participation: 6.9% (statewide)
- Minority participation (See Appendix at CDBG-25 for goals for each county)

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

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

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



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

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

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

1. As used in these specifications:
  - A. “Covered area” means the geographical area described in the solicitation from which this contract resulted;
  - B. “Director” means Director, Office of Federal Contract Compliance Programs, United States Department of Labor, or any person to whom the Director delegates authority;
  - C. “Employer identification number” means the Federal Social Security number used on the Employer’s quarterly Federal Tax Return, U. S. Treasury Department Form 941.
  - D. “Minority” includes:
    - (i) Black (all persons having origins in any of the Black African racial groups not of Hispanic origin);
    - (ii) Hispanic (all persons of Mexican, Puerto Rican, Cuban, Central or South American or other Spanish Culture or origin, regardless of race);
    - (iii) Asian and Pacific Islander (all persons having origins in any of the original peoples of the Far East, Southeast Asia, the Indian Subcontinent, or the Pacific Island); and
    - (iv) American Indian or Alaskan Native (all persons having origins in any of the original peoples of North America and maintaining identifiable tribal affiliations through membership and participation or community identification).
2. Whenever the contractor, or any subcontractor at any tier, subcontracts a portion of the work involving any construction trade, it shall physically include in each subcontract in excess of \$10,000 the provisions of these specifications and the notice which contains the applicable goals for minority and female participation and which is set forth in the solicitations from which this contract resulted.
3. If the contractor is participating (pursuant to 41 CFR 60-4.5) in a Hometown Plan approved by the U. S. Department of Labor in the covered area either individually or through an association, its affirmative action obligations on all work in the Plan area (including goals and timetables) shall be in accordance with that Plan for those trades which have unions participating in the Plan. Contractors must be able to demonstrate their participation in and compliance with the provisions of any such Hometown Plan. Each contractor or subcontractor participating in an approved Plan is individually required to comply with its obligations under the EEO clause, and to make a good faith effort to achieve each goal under the Plan in each trade in which it has employees. The overall good faith performance by other contractors or subcontractors toward a goal in an approved Plan does not excuse any covered contractor’s or subcontractor’s failure to take good faith efforts to achieve the Plan goals and timetables.



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

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- (e) Develop on-the-job training opportunities and/or participate in training programs for the areas which expressly include minorities and women, including upgrading programs and apprenticeship and trainee programs relevant to the contractor's employment needs, especially those programs funded or approved by the Department of Labor. The contractor shall provide notice of these programs to the sources compiled under 7.(b) above.
- (f) Disseminate the contractor's EEO policy by providing notice of the policy to unions and training programs and requesting their cooperation in assisting the contractor in meeting its EEO obligations; by including it in any policy manual and collective bargaining agreement; by publicizing it in the company newspaper, annual report, etc.; by specific review of the policy with all management personnel and with all minority and female employees at least once a year; and by posting the company EEO policy on bulletin boards accessible to all employees at each location where construction work is performed.
- (g) Review, at least annually, the company's EEO policy and affirmative action obligations under these specifications with all employees having any responsibility for hiring, assignment, layoff, termination, or other employment decisions including specific review of these items with on-site supervisory personnel such as superintendents, general foremen, etc., prior to the initiation of construction work at any job site. A written record shall be made and maintained identifying the time and place of these meetings, persons attending, subject matter discussed, and disposition of the subject matter.
- (h) Disseminate the contractor's EEO policy externally by including it in any advertising in the news media, specifically including minority and female news media, and providing written notification to and discussing the contractor's EEO policy with other contractors and subcontractors with whom the contractor does or anticipates doing business.
- (i) Direct its recruitment efforts, both oral and written, to minority, female and community organizations, to schools with minority and female recruitment students and to minority and female recruitment and training organizations serving the contractor's recruitment area and employment needs. Not later than one month prior to the date for the acceptance of applications for apprenticeship or other training by any recruitment source, the contractor shall send written notification to organizations such as the above, describing the openings, screening procedures, and tests to be used in the selection process.
- (j) Encourage present minority and female employees to recruit other minority persons and women and, where reasonable, provide after school, summer and vacation employment to minority and female youth both on the site and in other areas of a contractor's work force.
- (k) Validate all tests and other selection requirements where there is an obligation to do so under 41 CFR 60-3.
- (l) Conduct, at least annually, an inventory and evaluation at least of all minority and female personnel for promotional opportunities and encourage these employees to seek or to prepare for, through appropriate training, etc., such opportunities.
- (m) Ensure that seniority practices, job classifications, work assignments and other personnel practices, do not have a discriminatory effect by continually monitoring all personnel and employment related activities to ensure that the EEO policy and the contractor's obligations under these specifications are being carried out.
- (n) Ensure that all facilities and company activities are nonsegregated except that separate or single-user toilet and necessary changing facilities shall be provided to assure privacy between the sexes.
- (o) Document and maintain a record of all solicitations of offers for subcontracts from minority and female construction contractors and suppliers, including circulation of solicitations to minority and female contractor associations and other business associations.
- (p) Conduct a review, at least annually, of all supervisors' adherence to and performance under the contractor's EEO policies and affirmative action obligations.



8. Contractors are encouraged to participate in voluntary associations which assist in fulfilling one or more of their affirmative action obligations 7.(a) through (p). The efforts of a contractor association, joint contractor-union, contractor-community, or other similar group of which the contractor is a member and participant, may be asserted as fulfilling any one or more of its obligations under 7.(a) through (p) of these specifications provided that the contractor actively participates in the group, makes every effort to assure that the group has a positive impact on the employment of minorities and women in the industry, ensures that the concrete benefits of the program are reflected in the contractor's minority and female workforce participation, makes a good faith effort to meet its individual goals and timetables, and can provide access to documentation which demonstrates the effectiveness of actions taken on behalf of the contractor. The obligation to comply, however, is the contractor's and failure of such a group to fulfill an obligation shall not be a defense for the contractor's noncompliance.
9. A single goal for minorities and separate single goal for women have been established. The contractor, however, is required to provide equal employment opportunity and to take affirmative action for all minority groups, both male and female, and all women, both minority and non-minority. Consequently, the contractor may be in violation of the Executive Order if a particular group is employed in a substantially disparate manner (for example, even though the contractor has achieved its goals for women generally, the contractor may be in violation of the Executive Order if a specific minority group of women is underutilized).
10. The contractor shall not use the goals and timetables or affirmative action standards to discriminate against any person because of race, color, religion, sex, or national origin.
11. The contractor shall not enter into any subcontract with any person or firm debarred from government contracts pursuant to Executive Order 11246.
12. The contractor shall carry out sections and penalties for violation of these specifications and of the Equal Opportunity Clause, including suspension, termination and cancellation of existing subcontracts as may be imposed or ordered pursuant to Executive Order 11246, as amended, and its implementing regulations, by the Office of Federal Contract Compliance Programs. Any contractor who fails to carry out such sanctions and penalties shall be in violation of these specifications and Executive Order 11246, as amended.
13. The contractor, in fulfilling its obligations under these specifications, shall implement specific affirmative action steps, at least as extensively as those standards prescribed in paragraph 7 of these specifications, so as to achieve maximum results from its effort to ensure equal employment opportunity. If the contractor fails to comply with the requirements of the Executive Order, the implementing regulations, or these specifications, the Director shall proceed in accordance with 41 CFR 60-4.8.
14. The contractor shall designate a responsible official to monitor all employment related activity to ensure that the company EEO policy is being carried out, to submit reports relating to the provisions hereof as may be required by the Government and to keep records. Records shall at least include for each employee, the name, address, telephone numbers, construction trade, union affiliation, if any, employee identification number when assigned, social security number, race, sex, status (e.g., mechanic, apprentice trainee, helper, or laborer), dates of changes in status, hours worked per week in the indicated trade, rate of pay, and locations at which the work was performed. Records shall be maintained in an easily understandable and retrievable form; however, to the degree that existing records satisfy this requirement, contractors shall not be required to maintain separate records.
15. Nothing herein provided shall be construed as a limitation upon the application of other laws which establish different standards of compliance and upon the application of requirements for the hiring of local or other area residents (e.g., those under the Public Works Employment Act of 1977 and the Community Development Block Grant Program).



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

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

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

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

**F. Civil Rights Act of 1964**

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

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

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

**H. “Section 3” Compliance in the Provision of Training, Employment and Business Opportunities**

- (1) The work to be performed under this contract is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 USC 1701u (Section 3). The purpose of Section 3 is to ensure that employment and other economic opportunities generated by HUD assistance or HUD-assisted projects covered by section 3, shall, to the greatest extent feasible, be directed to low- and very low-income persons, particularly persons who are recipients of HUD assistance for housing.
- (2) The parties to this contract agree to comply with HUD’s regulations in 24 CFR Part 135, which implement Section 3. As evidenced by their execution of this contract, the parties to this contract certify that they are under no contractual or other impediment that would prevent them from complying with the Part 135 regulations.

- (3) The contractor agrees to send to each labor organization or representative of workers with which the contractor has a collective bargaining agreement or other understanding, if any, a notice advising the labor organization or workers' representative of the contractor's commitments under this Section 3 clause, and will post copies of the notice in conspicuous places at the work site where both employees and applicants for training and employment positions can see the notice. The notice shall describe the Section 3 preference, shall set forth minimum number and job titles subject to hire, availability of apprenticeship and training positions, the qualifications for each; and the name and location of the person(s) taking applications for each of the positions; and the anticipated date the work shall begin.
- (4) The contractor agrees to include this Section 3 clause in every subcontract subject to compliance with regulations in 24 CFR Part 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.
- (5) The contractor will certify that any vacant employment positions, including training positions, that are filled (1) after the contractor is selected but before the contract is executed, and (2) with persons other than those to whom the regulations of 24 CFR Part 135 require employment opportunities to be directed, were not filled to circumvent the contractor's obligations under 24 CFR Part 135.
- (6) Noncompliance with HUD's regulations in 24 CFR Part 135 may result in sanctions, termination of this contract for default, and debarment or suspension from future HUD assisted contracts.
- (7) With respect to work performed in connection with Section 3 covered Indian housing assistance, section 7(b) of the Indian Self-Determination and Education Assistance Act (25 USC 450e) also applies to the work to be performed under this contract. Section 7(b) requires that to the greatest extent feasible (i) preference and opportunities for training and employment shall be given to Indians, and (ii) preference in the award of contracts and subcontracts shall be given to Indian organizations and Indian-owned Economic Enterprises. Parties to this contract that are subject to the provisions of section 3 and section 7(b) agree to comply with Section 3 to the maximum extent feasible, but not in derogation of compliance with section 7(b).

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

- (1) The Contractor will not discriminate against any employee or applicant for employment because of physical or mental handicap in regard to any position for which the employee or applicant for employment is qualified. The Contractor agrees to take affirmative action to employ, advance in employment and otherwise treat qualified handicapped individuals without discrimination based upon their physical or mental handicap in all employment practices such as the following: employment, upgrading, demotion or transfer, recruitment, advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship.
- (2) The Contractor agrees to comply with the rules, regulations and relevant orders of the Secretary of Labor issued pursuant to the Act.
- (3) In the event of the Contractor's noncompliance with the requirements of this clause, actions for noncompliance may be taken in accordance with the rules, regulations, and relevant orders of the Secretary of Labor issued pursuant to the Act.
- (4) The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices in a form to be prescribed by the Director, provided by or through the contracting officer. Such notices shall state the Contractor's obligation under the law to take affirmative action to employ and advance in employment qualified handicapped employees and applicants for employment, and the rights of applicants and employees.



- (5) The contractor will notify each labor union or representative of workers with which it has a collective bargaining agreement or their contract understanding, that the contractor is bound by the terms of Section 503 of the Rehabilitation Act of 1973, and is committed to take affirmative action to employ and advance in employment physically and mentally handicapped individuals.
- (6) The contractor will include the provisions of this clause in every subcontract or purchase order of \$2,500 or more unless exempted by rules, regulations, or orders of the Secretary issued pursuant to Section 503 of the Act, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the Director of the Office of Federal Contract Compliance Programs may direct to enforce such provisions, including action for noncompliance.

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

It shall be unlawful for an employer-

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

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

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

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

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

**8. Conflict of Interest of Officers or Employees of the Local Jurisdiction, Members of the Local Governing Body, or Other Public Officials**

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

**9. Utilization of Minority and Women Firms (M/WBE)**

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

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

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

**10. Federal Labor Standards Provisions**

**(Davis-Bacon Act, Copeland Act, and Contract Works Hours & Safety Standards Act)** The Project to which the construction work covered by this contract pertains is being assisted by the United States of America and the following Federal Labor Standards Provisions are included in this Contract pursuant to the provisions applicable to such Federal assistance.

- A. (1) (a) Minimum Wages. All laborers and mechanics employed or working upon the site of the work (or under the United States Housing Act of 1937 or under the Housing Act of 1949 in the construction or development of the project), will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act (29 CFR Part 3), the full amount of wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the contractor and such laborers and mechanics. Contributions made or costs reasonably anticipated for bona fide fringe benefits under Section 1(b)(2) of the Davis-Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of 29 CFR 5.5(a)(1)(iv); also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs, which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period.

Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification of work actually performed, without regard to skill, except as provided in 29 CFR 5.5(a)(4). Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein; provided, that the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classification and wage rates conformed under 29 CFR 5.5(a)(1)(ii) and the Davis-Bacon poster (WH-1321) shall be posted at all times by the contractor and its subcontractors at the site of the work in a prominent and accessible place where it can be easily seen by the workers.

- (b) (i) Any class of laborers or mechanics which is not listed in the wage determination and which is to be employed under the contract shall be classified in conformance with the wage determination. HUD shall approve an additional classification and wage rate and fringe benefits; therefore, only when the following criteria have been met:
- (1) The work to be performed by the classification requested is not performed by a classification in the wage determination; and

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- (2) The classification is utilized in the area by the construction industry; and
- (3) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.
- (ii) If the contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and HUD or its designee agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken shall be sent by HUD or its designee to the Administrator of the Wage and Hour Division, employment Standards Administration, U. S. Department of Labor, Washington, D. C. 20210. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise HUD or its designee or will notify HUD or its designee within the 30-day period that additional time is necessary. (Approved by the Office of Management and Budget under OMB control number 1215-0140.)
- (iii) In the event that the Contractor, the laborers or mechanics to be employed in the Classification or their representatives, and HUD or its designee do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), HUD or its designee shall refer the questions, including the views of all interested parties and the recommendation of HUD or its designee, to the Administrator for determination. The Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise HUD or its designee or will notify HUD or its designee within the 30-day period that the additional time is necessary. (Approved by the Office of Management and Budget under OMB Control Number 1215-0140.)
- (iv) The wage rate (including fringe benefits where appropriate) determined pursuant to subparagraphs (b)(ii) or (iii) of this paragraph, shall be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.
- (c) Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the contractor shall either pay the benefit as stated in the wage determination or shall pay another bona fide fringe benefit or an hourly cash equivalent thereof.
- (d) If the contractor does not make payments to a trustee or other third person, the contractor may consider as part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program. Provided, that the Secretary of Labor has found, upon the written request of the contractor, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the contractor to set aside in a separate account assets for the meeting of obligations under the plan or program. (Approved by the Office of Management and Budget under OMB Control Number 1215-0140.)
- (2) Withholding. HUD or its designee shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld from the contractor under this contract or any other federal contract with the same prime contractor, or any other Federally-assisted contract subject to Davis-Bacon prevailing wage requirements, which is held by the same prime contractor so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees and helpers employed by the contractor or any subcontractor the full amount of wages required by the contract. In the event of failure to pay any laborer or mechanic, including any apprentice, trainee or helper, employed or working on the site of the work (or under the United States Housing Act of 1937 or under the Housing Act of 1949 in the construction or development of the project), all or part of the wages required by the contract, HUD, or its designee may, after written notice to the contractor, sponsor, applicant, or owners, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased. HUD or its designee may, after written notice to the contractor, disburse such amounts withheld for and on account of the contractor or subcontractor to the respective employees to whom they are due. The Comptroller General shall make such disbursements in the case of direct Davis-Bacon Act contracts.



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- (3) (a) Payrolls and Basic Records. Payrolls and basic records relating thereto shall be maintained by the contractor during the course of the work preserved for a period of three years thereafter for all laborers and mechanics working at the site of the work (or under the United States Housing Act of 1937, or under the Housing Act of 1949, in the construction or development of the project). Such records shall contain the name, address, and social security number of each such worker, his or her correct classification, hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in Section 1(b)(2)(B) of the Davis-Bacon Act), daily and weekly number of hours worked, deductions made and actual wages paid. Whenever the Secretary of Labor has found under 29 CFR 5.5(a)(1)(iv) that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in Section 1(b)(2)(B) of the Davis-Bacon Act, the contractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits. Contractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs. (Approved by the Office of Management and Budget under OMB Control Numbers 1215-0140 and 1215-0017).
- (b) (i) The contractor shall submit weekly for each week in which any contract work is performed a copy of all payrolls to HUD or its designee if the agency is a party to the contract, but if the agency is not such a party, the contractor will submit the payrolls to the applicant, sponsor, or owners, as the case may be, for transmission to HUD or its designee. The payrolls submitted shall set out accurately and completely all of the information required to be maintained under 29 CFR Part 5.5(a)(3)(I). This information may be submitted in any form desired. Optional Form WH-347 is available for this purpose and may be purchased from the Superintendent of Documents (Federal Stock Number 029-005-00014-1), U. S. Government Printing Office, Washington, DC 20402. The prime contractor is responsible for the submission of copies of payrolls by all subcontractors. (Approved by the Office of Management and Budget under OMB Control Number 1215-0149).
- (ii) Each payroll submitted shall be accompanied by a “Statement of Compliance”, signed by the contractor or subcontractor or his or her agent who pays or supervises the payment of the persons employed under the contract and shall certify the following:
- (1) That the payroll for the payroll period contains the information required to be maintained under 29 CFR Part 5.5 (a)(3)(I) and that such information is correct and complete;
- (2) That each laborer or mechanic (including each helper, apprentice, and trainee) employed on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in 29 CFR Part 3;
- (3) That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification of work performed, as specified in the applicable wage determination incorporated into the contract.
- (iii) The weekly submission of a properly executed certification set forth on the reverse side of Option Form WH-347 shall satisfy the requirement for submission of the “Statement of Compliance” required by paragraph A(3)(b)(ii) of this section.



- (iv) The falsification of any of the above certifications may subject the contractor or subcontractor to civil or criminal prosecution under Section 1001 of Title 18 and Section 231 of Title 31 of the United States Code.
- (c) The contractor or subcontractor shall make the records required under paragraph A(3)(a) of this section available for inspection, copying, or transcription by authorized representatives of HUD or its designee or the Department of Labor, and shall permit such representatives to interview employees during working hours on the job. If the contractor or subcontractor fails to submit the required records or to make them available, HUD or its designee may, after written notice to the contractor, sponsor, applicant, or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request to make such records available may be grounds for debarment action pursuant to 29 CFR Part 5.12.
- (4) (a) Apprentices and Trainees.
- (i) Apprentices. Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U. S. Department of Labor, Employment and Training Administration, Bureau of Apprenticeship and Training, or with a State Apprenticeship Agency recognized by the Bureau, or if a person is employed in his or her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by the Bureau of Apprenticeship and Training or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice. The allowable ratio of apprentices to journeymen on the job site in any craft classification shall not be greater than the ratio permitted to the contractor as to the entire work force under the registered program. Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated above, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered program, shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. Where a contractor is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman's hourly rate) specified in the contractor's or subcontractor's registered program shall be observed. Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with the determination. In the event the Bureau of Apprenticeship and Training, or a State Apprenticeship Agency recognized by the Bureau, withdraws approval of an apprenticeship program, the contractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

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- (ii) Trainees. Except as provided in 29 CFR 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to and individually registered in a program which has received prior approval, evidenced by formal certification by the U. S. Department of Labor, Employment and Training Administration. The ratio of trainees to journeymen on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration. Every trainee must be paid at not less than the rate specified in the approved program for the trainee's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed on the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the corresponding journeyman wage rate on the wage determination which provides for less than full fringe benefits for apprentices. Any employee listed on the payroll at a trainee rate who is not registered and participating in a training plan approved by the Employment and Training Administration shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. In the event the Employment and Training Administration withdraws approval of a training program the contract will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.
- (iii) Equal Employment Opportunity. The utilization of apprentices, trainees and journeymen under this part shall be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended, and 29 CFR Part 30.
- (5) Compliance with Copeland Act Requirements. The contractor shall comply with the requirements of 29 CFR Part 3 which are incorporated by reference in this contract.
- (6) Subcontracts. The contractor or subcontractor will insert in any subcontracts the clauses contained in 29 CFR 5.5(a)(1) through (10) and such other clauses as HUD or its designee may by appropriate instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contract shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all the contract clauses in 29 CFR Part 5.5.
- (7) Contract Termination, Debarment. A breach of the contract clauses in 29 CFR 5.5 may be grounds for termination of the contract and for debarment as a contractor and a subcontractor as provided in 29 CFR 5.12.
- (8) Compliance with Davis-Bacon and Related Act Requirements. All rulings and interpretations of the Davis-Bacon and Related Acts contained in 29 CFR Parts 1, 3 and 5 are herein incorporated by referenced in this contract.
- (9) Disputes Concerning Labor Standards. Disputes arising out of the labor standards provisions of this contract shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the U. S. Department of Labor (USDOL) set forth in 29 CFR Parts 5, 6 and 7. Disputes within the meaning of this clause include disputes between the contractor (or any of its subcontractors) and HUD or its designee, the USDOL, or the employees or their representatives.
- (10) (a) Certification of Eligibility. By entering into this contract, the contractor certifies that neither it (nor he or she) nor any person or firm who has an interest in the contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of Section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1) or to be awarded HUD contracts or participate in HUD programs pursuant to 24 CFR Part 24.



- (b) No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of Section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1) or to be awarded HUD contracts or participate in HUD programs pursuant to 24 CFR Part 24.
- (c) The penalty for making false statements is prescribed in the U. S. Criminal Code, 18 USC 1001. Additionally, U.S. Criminal Code, Section 1010, Title 18, USC, “Federal Housing Administration transactions”, provides in part “Whoever, for the purpose of ... influencing in any way the action of such Administration ... makes, utters or publishes any statement, knowing the same to be false ... shall be fined not more than \$5,000 or imprisoned not more than two years, or both.”
- (11) Complaints, Proceedings, or Testimony by Employees. No laborer or mechanic to whom the wage, salary, or other labor standards provisions of this contract are applicable shall be discharged or in any other manner discriminated against by the contractor or any subcontractor because such employee has filed any complaint or instituted or caused to be instituted any proceeding or has testified or is about to testify in any proceeding under or relating to the labor standards applicable under this contract to his employer.
- B. Contract Work Hours and Safety Standards Act. As used in the paragraph, the terms “laborers” and “mechanics” include watchmen and guards.
- (1) Overtime requirements. No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.
- (2) Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in subparagraph (1) of this paragraph, the contractor and any subcontractor responsible therefore shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in subparagraph (1) of this paragraph, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in subparagraph (1) of this paragraph.
- (3) Withholding for unpaid wages and liquidated damages. HUD or its designee shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contract, or any other Federally-assisted contract subject to the Contract Work Hours and Safety Standards Act , which is held by the same prime contractor such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in subparagraph (2) of this paragraph.
- (4) Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clauses set forth in subparagraph (1) through (4) of this paragraph and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in subparagraphs (1) through (4) of this paragraph.
- C. Health and Safety
- (1) No laborer or mechanic shall be required to work in surroundings or under working conditions which are unsanitary, hazardous, or dangerous to his health and safety as determined under construction safety and health standards promulgated by the Secretary of Labor by regulation.

- (2) The contractor shall comply with all regulations issued by the Secretary of Labor pursuant to Title 29 Part 1926 (formerly part 1518) and failure to comply may result in imposition of sanctions pursuant to the Contract Work Hours and Safety Standards Act (Public Law 91-54, 83 State 96).
- (3) The contractor shall include the provisions of this Article in every subcontract so that such provisions will be binding on each subcontractor. The contractor shall take such action with respect to any subcontract as the Secretary of Housing and Urban Development or the Secretary of Labor shall direct as a means of enforcing such provisions.

## **11. Guidance to Contractor for Compliance with Labor Standards Provisions**

### **A. Contracts with Two Wage Decisions**

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

### **B. Complying with Minimum Hourly Amounts**

- (1) The minimum hourly amount due to a worker in each classification is the total of the amounts in the “Rates” and “Fringe Benefits” (if any) columns of the applicable wage decision.
- (2) The contractor may satisfy this minimum hourly amount by any combination of cash and bona fide fringe benefits, regardless of the individual amounts reflected in the “Rates” and “Fringe Benefits” columns.
- (3) A contractor payment for a worker which is required by law is not a fringe benefit in meeting the minimum hourly amount due under the applicable wage decision. For example, contractor payments for FICA or unemployment insurance are not a fringe benefit; however, contractor payments for health insurance or retirement are a fringe benefit. Generally, a fringe benefit is bona fide if (a) it is available to most workers and (b) involves payments to a third party.
- (4) The hourly value of the fringe benefit is calculated by dividing the contractor’s annual cost (excluding any amount contributed by the worker) for the fringe benefit by 2080. Therefore, for workers with overtime, an additional payment may be required to meet the minimum hourly wages since generally fringe benefits have no value for any time worked over 40 hours weekly. (If a worker is paid more than the minimum rates required by the wage decision, this should not be a problem. As long as the total wages received by a worker for straight time equals the hours worked times the minimum hourly rate in the wage decision, the requirement of the Davis-Bacon and Related Acts has been satisfied.)

### **C. Overtime**

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

**D. Deductions**

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

**E. Classifications Not Included in the Wage Decision**

If a classification not in the wage decision is required, please advise the owner's representative in writing and identify the job classification(s) required. In some instances, the State agency may allow the use of a similar classification in the wage decision.

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

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

**F. Supervisory Personnel**

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

**G. Sole Proprietorships/Independent Contractors/Leased Workers**

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

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

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





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

#### H. Apprentices/Helpers

A worker may be classified as an apprentice **only if participating in a federal or state program**.

Documentation of participation must be submitted. Generally, the apprentice program specifies that the apprentice will be compensated at a percentage of the journeyman rate. For Davis-Bacon Act purposes, the hourly rate cannot be lower than the percentage of the hourly rate for the classification in the applicable wage decision.

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

Presently, no worker may be classified as a “helper”. As with apprentices not participating in a formal apprentice program, the worker must be classified according to duties performed and tools used.

#### 12. E-Verify

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

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

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

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

[http://www.uscis.gov/sites/default/files/USCIS/Verification/E-Verify/E-Verify\\_Native\\_Documents/MOU\\_for\\_E-Verify\\_Employer.pdf](http://www.uscis.gov/sites/default/files/USCIS/Verification/E-Verify/E-Verify_Native_Documents/MOU_for_E-Verify_Employer.pdf)

(c) The Department of Homeland Security offers tutorials and other assistance at the web address below:  
<http://www.uscis.gov/e-verify/you-start>



Appendix  
Minority Participation Goals

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

Tampa-St. Petersburg Area

Percentage

Hillsborough, Pinellas, Pasco.....	17.9
Charlotte, Citrus, Collier, DeSoto.....	17.1
Hardee, Hernando, & Highlands (all seven counties)	
Lee.....	15.3
Manatee.....	15.9
Polk.....	18.0
Sarasota.....	10.5

Tallahassee Area

Leon, Wakulla.....	24.3
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Calhoun, Franklin, Gadsden, Jackson, .....	29.5
Jefferson, Liberty, Madison, & Taylor (all eight counties)	

Pensacola - Panama City Area

Bay.....	14.1
Escambia, Santa Rosa.....	18.3
Gulf, Holmes, Okaloosa.....	15.4
Walton, & Washington (all five counties)	

Jacksonville Area

Alachua.....	20.6
Baker, Clay, Duval, Nassau, & St. Johns.....	21.8
Bradford, Columbia, Dixie, Gilchrist .....	22.2
Hamilton, Lafayette, Levy, Marion, Putnam, Suwannee, & Union (all 11 counties)	

Orlando - Daytona Beach Area

Percentage

Volusia.....	15.7
Brevard.....	10.7
Orange, Osceola, & Seminole (all three counties).....	15.5
Flagler, Lake, & Sumter (all three counties).....	14.9

Miami - Fort Lauderdale Area

Dade.....	39.5
Broward.....	15.5
Palm Beach.....	22.4
Glades, Hendry, Indian River, Monroe.....	30.4
Okeechobee, Martin, & St. Lucie (all seven counties)	