

**CDBG-DR PROCUREMENT  
REQUEST FOR PROPOSALS (RFP)**

**RFP TITLE:** North Port Boys & Girls Replacement Club Building and Gym Renovations Improvements Project

**1.0 PURPOSE**

Boys & Girls Clubs of Sarasota and DeSoto Counties (“BGCSDC”) will receive proposals on the proposal due date indicated in the RFP schedule, unless otherwise changed in an addendum. Proposals must be submitted as specified in Section 6 for the purpose of selecting a qualified Construction Manager for North Port Boys & Girls Replacement Club Building and Gym Renovations improvements project. Proposers are required to comply with Exhibit A, Scope of Work and Exhibit 1, Federal Grant Provisions.

**2.0 PROPOSER**

For the purpose of this RFP, the term “Proposer” is defined as the legal entity submitting a proposal.

**3.0 BACKGROUND**

**3.1** The U.S. Department of Housing and Urban Development (HUD) has allocated \$201,535,000 in Community Development Block Grant-Disaster Recovery (CDBG-DR) funds to Sarasota County under the Resilient SRQ program to support long-term recovery efforts for low-to-moderate-income individuals impacted by Hurricane Ian. BGCSDC was awarded funds through Resilient SRQ.

**3.2** The site owned by BGCSDC was damaged by Hurricane Ian and the funds awarded by Resilient SRQ will support the construction of a new, state-of-the-art facility with classrooms, art studio, enrichment space, technology lab, cafeteria, commercial teaching kitchen, teen center, college & career space, and more. This site regularly serves over 250 Club members each day, Monday through Friday year-round with award-winning programs supporting academic success, character & leadership development, healthy habits, and college & career preparation.

**4.0 QUALIFICATIONS**

**4.1 Minimum Qualifications**

- 4.1.1** The Proposer must be a Certified General Contractor (CGC) or Certified Building Contractor (CBC), licensed in the State of Florida at the time of submittal.
- 4.1.2** The Proposer must demonstrate experience providing construction management services (Construction Manager at Risk “CMAR”).

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**4.2 Preferred Qualifications**

- 4.2.1** The Proposer has successfully completed, as a CGC, CBC, or CMAR a minimum of three (3) projects in the past ten (10) years for a facility designed for primary use as a commercial, public municipal, or educational building, with a construction cost of five million dollars (\$5,000,000.00) or greater AND with a total square foot construction footprint equal to or greater than the subject Project.
- 4.2.2** The Proposer demonstrates successful completion of Construction Management Service experience, in multi-draw projects which required prevailing wage reporting as related to the Davis-Bacon Act of 1931.

**5.0 RFP SCHEDULE**

An anticipated schedule is provided below. This schedule is subject to change at any time. Changes to the schedule will be issued via addendum. Proposers are responsible for checking for addendums and any other changes prior to submitting a proposal.

|                          |                               |
|--------------------------|-------------------------------|
| Pre-Proposal Meeting     | N/A                           |
| Proposals Due            | December 16, 2024 5:00 PM EST |
| Presentations/Interviews | December 23-30, 2024          |
| Award                    | January 8, 2025               |

**6.0 SUBMITTAL INSTRUCTIONS**

**6.1 Deadline and Format**

All proposals must be submitted in a sealed envelope/package and received by BGCSDC no later than the proposal due date specified in the RFP Schedule section, as amended. Proposals received after the deadline will not be considered. Proposers are responsible for ensuring that their submission is received by the deadline. Electronic or faxed submissions will not be accepted.

**6.2 Submission Location**

Proposals must be delivered to the following address by the RFP submission deadline:

Boys & Girls Clubs of Sarasota and DeSoto Counties  
Attention: Jeffrey Phillips – VP / Finance  
3130 Fruitville Rd  
Sarasota, FL 34237

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**6.3 Sealed Envelope/Package Requirements**

Proposals must be enclosed with a sealed envelope or package. Clearly mark the outside of the envelope/package with the following information:

Proposer's Name

Proposer's Address

RFP Title: North Port Boys & Girls Replacement Club Building and Gym Renovations Improvements Project

Submission Deadline: December 16, 2024 5:00 PM EST

**6.4 Required Copies**

Each Proposer must submit three (3) copies of printed proposals. Proposals should include the documents marked as required in this RFP and be in an organized format.

**7.0 ATTACHED DOCUMENTS**

The following are provided as attachments to this RFP. Failure to complete and submit any of the required documents with a submittal may cause a Proposer to be declared non-responsive.

**7.1 Proposer Information Form**

☒ Required ☐ Not Applicable

**7.2 Current Workload Form**

☒ Required ☐ Not Applicable

**7.3 Reference Form**

☒ Required ☐ Not Applicable

**7.4 Grant Forms – Exhibit 1 (Government Wide Debarment & Suspension, Certification Regarding Lobbying, Scrutinized Companies Certification, Foreign Country of Concern Attestation, and Human Trafficking Attestation)**

☒ Required ☐ Not Applicable

**8.0 REQUIRED SUBMITTAL DOCUMENTS**

In addition to the required documents, the following marked as “required” must also be submitted:

**8.1 Letter of Interest** – Provide a single-page Letter of Interest.

☒ Required ☐ Not Applicable

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**8.2 Licenses and Certifications** – Provide copies of required and preferred licenses and certifications specified in the Qualifications section.

☒ Required ☐ Not Applicable

**8.3 Resumes of Key Personnel** – Provide resumes of Key Personnel demonstrating the minimum and preferred qualifications as outlined in the Qualifications section.

☒ Required ☐ Not Applicable

**8.4 Experience Summary** – Provide a maximum of eight (8) projects for consideration. Projects submitted should demonstrate the experience of the Proposer, sub-contractors, and current team members who may have worked for other firms on similar projects.

☒ Required ☐ Not Applicable

**8.5 Project Approach** (No Minimum or Maximum number of Pages required) – Provide a detailed project approach, including proposed project schedule.

☒ Required ☐ Not Applicable

**9.0 EVALUATION CRITERIA**

| Criteria                                  | Description                                                                                                                                      | Maximum Points |
|-------------------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------|----------------|
| Qualifications, Capabilities & Experience | Qualifications and relevant project experience of the Proposer's key personnel and subcontractors, demonstrating proficiency in similar work.    | 60             |
| Project Approach                          | Overall strategy for executing the project, including the methodology, timeline, and resource allocation to meet project objectives effectively. | 30             |
| Section 3                                 | Identify steps that will be taken to identify, recruit, and employ Section 3 workers and businesses                                              | 5              |
| WBE/MBE                                   | Identify steps that will be taken to identify, recruit, and employ WBE/MBE                                                                       | 5              |
| <b>Total Possible Points</b>              |                                                                                                                                                  | <b>100</b>     |

**10.0 AWARD**

**10.1** It is the intent of BGCSDC to award a contract to the Proposer who, in the sole opinion of BGCSDC, is most qualified to perform the scope of services required.

**10.2** The awarded Proposer shall be required to submit proof of licenses or certification as requested by BGCSDC.

**10.3** In the event of a tie score based on the Evaluation Criteria Scorecard, the evaluation committee will apply the tie breaking procedures specified in BGCSDC procedures.

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**11.0 EVALUATION**

**11.1** All timely responses meeting the criteria set forth in this RFP shall be considered by BGCSDC.

**11.2** Prior to scoring the proposals, the Evaluation Committee will determine if presentations or interviews are required. The number of Proposers to be short-listed will be determined prior to scoring.

**11.2.1** If presentations or interviews are not requested, the Evaluation Committee will recommend the highest scoring Proposer for the award.

**11.2.2** If presentations or interviews are requested, the Evaluation Committee will rank the short-listed Proposers and recommend the first ranked Proposer for the award, following presentations.

**12.0 MBE/WBE**

BGCSDC encourages participation from Women-Owned and Minority-Owned Business Enterprises (WBE/MBE). Proposers are expected to make good faith efforts to subcontract with WBE/MBE firms or include them in the delivery of the proposed services.

**13.0 SECTION 3**

BGCSDC is committed to promoting opportunities for Section 3 workers and businesses in compliance with HUD's Section 3 requirements. Proposers are strongly encouraged to make an effort to include Section 3 workers and businesses in this project.

**14.0 FEDERAL TERMS AND CONDITIONS**

The Proposer shall comply with the Federal Grant Provisions incorporated and attached hereto as Exhibit 1 .

**15.0 AGREEMENT**

The awarded Proposer will be required to enter into an agreement with BGCSDC for the services described in Exhibit A, ("Scope of Work"). The Proposer will be required to comply with the terms and conditions provided within the resulting agreement, including the Federal Grant Provisions, incorporated as Exhibit 1. **An agreement will not be executed until the site receives environmental clearance from HUD.**

## **THE PROJECT**

**Boy's and Girl's Club of Sarasota and Desoto Counties** hereafter referred to as "**BGCSDC**" is seeking proposals for Construction Management at Risk (CMAR) to provide preconstruction services, and then build the project thereafter for the North Port Boys & Girls Replacement Club Building and Gym Renovations improvements project.

Work under this scope of services will require the interpretation of large amounts of data from recently prepared construction documents by **BGCSDC's** architecture and engineering team (A/E).

Expected services include:

- Pre-construction Services
- Constructability Review
- Scheduling
- Financial Analysis – Cost Estimating / Value Engineering
- Meeting Facilitation / Stakeholder Engagement
- Construction Management Services

The existing site, owned by **BGCSDC**, is located within the city of North Port, at 6851 South Biscayne Drive. The site comprises approximately 5.39 acres. Facilities currently on the site include the existing temporary club buildings; parking, and the existing 18,200 SF Gym Building to be renovated and is planned to receive civil engineering site improvements through revised parking, utility upgrades and the replacement 14,000 SF club building.

One of the first tasks of the CMAR will be to perform pre-construction services with participation from stakeholders to ultimately balance the project budget with today's construction material costs. A performance-based schedule outlining the phases of construction with durations for assumed swing spaces will require collaboration with the A/E. Before advancing the project into the construction phase the CMAR will prepare a Guaranteed Maximum Price (GMP) for the work to **BGCSDC** for approval.

During the construction phase the site and temporary facilities and playfields will remain fully operational. This project will require highly detailed coordination with all stakeholders to ensure the safety of occupants and unimpeded operation of the courts for all planned construction activities. Also, the operational site will result in a limited area of space for construction material laydown, subtrades parking, and general jobsite facilities.

## **SCOPE OF SERVICES**

The CMAR work may commence with a pre-construction services agreement as a part of the comprehensive Construction Management Services contract, which will apply to the design phase of the Project. Prior to commencing construction of the Project, the CMAR will assume the risk of delivering the Project through a guaranteed maximum price ("GMP") contract. The CMAR will be responsible for construction means and methods and will be required to solicit bids

from qualified subcontractors to perform the work. During the construction phase, the CMAR shall be solely responsible for performance of the Project and shall function in the role of an independent General Contractor. That role may include, but not be limited to, the following during each Phase as indicated below:

1. Preconstruction Phase (from award through design and engineering, and concluding with the acceptance of the GMP as evidenced by execution of amendment to the agreement for the Construction Phase)

Pre-construction services by the CMAR may include, but may not be limited to the following:

- a. provide detailed cost estimating and knowledge of marketplace conditions,
- b. provide project planning and scheduling for both design and construction phases,
- c. provide for construction phasing and scheduling that will minimize interruption to site operations by means of a comprehensive logistics plan,
- d. provide a site utilization plan for all construction activities,
- e. develop a scheduling process as requested,
- f. provide preliminary and detailed scheduling analysis as needed throughout the Project,
- g. provide a Schedule of Values prior to finalization of the GMP including:
- h. identifying prospective subcontractors, suppliers, and sub-trades,
- i. provide alternate systems evaluation and constructability studies,
- j. advise the Project Team of ways to gain efficiencies in project delivery and reduce overall delivery time,
- k. provide, upon request, copies of bids and quotations solicited from prospective subcontractors, suppliers, and sub-trades.
  - o Note: Unless otherwise determined it is expected that the CMAR will procure three (3) bidders for each trade the CMAR intends to subcontract.
- l. participate in regularly scheduled project coordination meetings,
- m. participate in constructability reviews at various levels of design,
- n. assist in the permitting processes, include all fees, and permit fee in the GMP,
- o. provide value engineering throughout Project,
- p. continually evaluate quality, safety, and environmental factors,
- q. advise regarding green building materials and methods, as well as recommendations for building life span and efficient operations,
- r. review final plans and specification for completeness,
- s. provide estimating throughout the Project,
- t. submit GMP for review and negotiation,
- u. review architectural drawings to ensure coordination between disciplines,
- v. establish, implement, and maintain quality control standards.

2. Construction Phase (commencing after the preconstruction Phase) Construction services by the CMAR may include, but may not be limited to the following:

- a. prepare the overall project schedule and provide periodic detailed updates,
- b. participate in regularly scheduled project coordination meetings,
- c. serve as the general contractor during construction,
- d. coordinate with the Sarasota County, other agencies, utility companies, and other parties as necessary,
- e. obtain approval on all formats and reporting structures,
- f. provide long-lead procurement recommendations and, subject to BGCSDC

- authorization, initiate procurement of long-lead items,
- g. identify items that have the potential to be procured by the BGCSDC,
- h. arrange for procurement of materials and equipment,
- i. schedule and manage site operations,
- j. prepare, bid, and award bid packages for labor and materials and manage the resultant subcontracts/purchase orders,
- k. provide quality controls,
- l. bond and ensure the construction,
- m. comply with all federal, state, and local permitting requirements,
- n. address and resolve Project Team issues,
- o. maintain a safe work site for all project participants,
- p. develop, maintain, and record all construction documentation,
- q. complete the Project within the approved schedule and GMP,
- r. establish, implement, and maintain quality control standards,
- s. responsible to obtain all appropriate permits for construction.

## **CONSULTANT MINIMUM QUALIFICATIONS**

### **1. CONTRACTOR QUALIFICATIONS**

#### **a. Minimum Qualifications**

- i. The Proposer must be a Certified General Contractor (CGC) or Certified Building Contractor (CBC), licensed in the State of Florida at the time of submittal.
- ii. The Proposer must demonstrate experience providing construction management services (Construction Manager at Risk "CMAR").

#### **b. Preferred Qualifications**

- i. The Proposer has successfully completed, as a CGC, CBC, or CMAR a minimum of three (3) projects in the past ten (10) years for a facility designed for primary use as a commercial, public municipal, or educational building, with a construction cost of five million dollars (\$5,000,000.00) or greater AND with a total square foot construction footprint equal to or greater than the subject Project.
- ii. The Proposer demonstrates successful completion of Construction Management Service experience, in multi-draw projects which required prevailing wage reporting as related to the Davis-Bacon Act of 1931.

### **2. CONTRACTOR'S INSURANCE**

- a. CMAR shall, on a primary basis and at its sole expense, maintain in full force and effect, at all times during the life of this Contract, insurance coverage (including endorsements) and limits as described herein. These requirements, as well as **BGCSDC's** review or acceptance of insurance maintained by Contractor, are not intended to and shall not in any manner limit or qualify the liabilities or obligations assumed by CMAR under this Contract.

- b. Insurance requirements itemized in this Contract and required of the CMAR shall extend to all subcontractors to cover their operations performed under this Contract. The CMAR shall be responsible for any modifications, deviations, or omissions in these insurance requirements as they apply to subcontractors.
- c. Insurance carriers providing coverage required herein must be licensed to conduct business in the State of Florida and must possess a current A.M. Best's Financial Strength Rating of A- Class VII or better.
- d. Each insurance policy required by this Contract shall apply separately to each insured against whom claim is made and suit is brought, except with respect to limits of the insurer's liability.
- e. The CMAR shall be solely responsible for payment of all premiums for insurance contributing to the satisfaction of this Contract and shall be solely responsible for the payment of all deductibles and retentions to which such policies are subject.
- f. CMAR shall furnish Certificates of Insurance to **BGCSDC** agent evidencing the types and amounts of coverage, including endorsements, required by this Contract prior to commencement of work and prior to expiration of the insurance contract, when applicable. Such Certificate(s) of Insurance shall, to the extent allowable by the insurer, include a minimum thirty (30) day notice of cancellation (10 days for non-payment of premium) or non-renewal of coverage. Notwithstanding these notification requirements, the CMAR will be required to provide **BGCSDC** with 5-day prior written notice of any policy cancellation or non-renewal.
- g. **BGCSDC** reserves the right to review, modify, reject, or accept any required policies of insurance, including limits, coverage, or endorsements, herein from time to time throughout the term of this Contract. **BGCSDC** reserves the right, but not the obligation, to review and reject any insurer providing coverage due to its poor financial condition or failure to operate legally.
- h. WORKERS' COMPENSATION: CMAR agrees to maintain Workers' Compensation insurance in accordance with Florida Statutes, Chapter 440. Employers Liability to be included with a minimum limit of \$500,000 per accident/per disease/per employee. If work is to be performed over or adjacent to navigable water and involves maritime exposure, applicable LHWCA, Jones Act, or other maritime law coverage shall be included.
- i. In the event the CMAR has "leased" employees, the CMAR or the employee leasing company must provide evidence of a Workers' Compensation policy for all personnel on the worksite.
- j. Contractors who are exempt from Florida's Workers' Compensation law must provide proof of such exemption issued by the Florida Department of Financial Services, Bureau of Workers' Compensation.

- k. **COMMERCIAL GENERAL LIABILITY:** CMAR agrees to maintain Commercial General Liability per ISO form CG0001 or its equivalent, including but not limited to coverage for premises and operations, personal injury, products & completed operations, liability assumed under an insured contract, and independent contractors with limits of not less than \$1,000,000.00 each occurrence, \$2,000,000.00 aggregate covering all work performed under this Contract. If required and requested by **BGCSDC**, CMAR agrees to endorse Sarasota County Government as an additional insured on the Commercial General Liability coverage.
- l. **BUSINESS AUTOMOBILE LIABILITY:** CMAR agrees to maintain Business Automobile Liability with limits not less than \$500,000.00 combined single limit for each accident covering all Owned, Non-Owned & Hired automobiles used in the performance of this Contract. In the event CMAR does not own automobiles, CMAR agrees to maintain coverage for Hired & Non-Owned Auto Liability, which may be satisfied by way of endorsement to the Commercial General Liability policy or separate Business Auto Liability policy.
- m. If the CMAR is shipping a product via common carrier, the CMAR shall be responsible for any loss or damage sustained in delivery/transit.
- n. **UMBRELLA/EXCESS LIABILITY:** CMAR agrees to maintain Umbrella or Excess Liability insurance with limits not less than \$2,000,000 each occurrence and in the aggregate. Coverage shall follow the terms of the underlying insurance, including the additional insured provisions.
- o. **BUILDER'S RISK:** In connection with construction, the CMAR shall purchase and maintain Builder's Risk Property Insurance for all sites upon which construction is occurring as provided by the Contract at all storage sites where equipment, materials and supplies of any kind are being held or stored. Such policy shall remain in effect until BGCSDC has received a Final Certificate of Occupancy.

## **CONSULTANT RESPONSIBILITIES**

1. Consultant shall provide complete CMAR services to include pre- construction and construction phase services for North Port Boys & Girls Club and Gym Renovation which includes, but is not limited to, the scope herein.
2. The selected Consultant will enter into a contract with **BGCSDC** for pre- construction services, up to and including the furnishing of a Guaranteed Maximum Price (GMP) proposal for construction phase services. If the proposal is accepted, Boy's and Girl's Club of Sarasota and Desoto Counties hereafter referred to as "**BGCSDC**" will amend the pre-construction services contract to include construction phase services. At the time the pre- construction services are negotiated, **BGCSDC** may elect to negotiate the percentage of CMAR Fee, as well as other aspects of the services to be provided by the CMAR during the construction phase.
3. Pre-construction Phase Services will include such services as: design review and recommendations including cost-reducing alternatives and comparisons versus long-term cost effects, milestone cost estimating, coordination with design team, feedback on market analysis of long-lead items and stimulation of bidder interest. Multiple GMP proposals for phased construction may be requested.
4. Construction Phase Services, if accepted, will be "turn-key" for project delivery and include management control systems and administration of the construction project, acting as General Contractor, subcontracting all components of the work, scheduling, bookkeeping, site and safety logistics/mobilization, quality control practices in compliance with local, state and federal regulations. Sales tax recovery processes for **BGCSDC** direct purchase of components may be utilized.
5. Consultant is responsible for any damage to **BGCSDC** or third-party property caused by the Consultant or their employees. Restoration shall be made to **BGCSDC's** satisfaction.
6. Consultant is required to participate in performance and project report meetings as deemed necessary by **BGCSDC**.
7. Design services are completed by **BGCSDC** design consultants. Consultant services shall include coordination with **BGCSDC's** selected design consultants.
8. Contracting with Small and Minority Businesses, Women's Business Enterprises, and Labor Surplus Area Firms (2 CFR 200.321). CMAR must take all necessary affirmative steps to ensure that minority businesses, women's business enterprises, and labor surplus area firms are used when possible. These steps may include:
  - a. Placing qualified small and minority businesses and women's business enterprises on solicitation lists to be notified;

- b. Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses and women's business enterprises;
  - c. Establishing delivery schedules, where the requirement permits, which encourage participation by MBE/WBE;
  - d. Using the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce;
9. Domestic Preferences for Procurements (2 CFR 200.322). To the greatest extent practicable and consistent with the law, subrecipients must provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States for all procurement activities related to federally funded projects. This preference applies particularly to iron, aluminum, steel, cement, and other manufactured products. The CMAR must ensure that this requirement is included in all sub-awards, contracts, and purchase orders.
10. Procurement of Recovered Materials (2 CFR 200.323). The CMAR must comply with Section 6002 of the Solid Waste Disposal Act by procuring items with recycled content where practical and appropriate. This includes items designated in the Environmental Protection Agency's guidelines.
11. Bonding Requirements (2 CFR 200.326). Prior to approval of the Construction Phase Services Amendment, the CMAR shall provide the following:
- a. A bid guarantee equivalent to 5% of the bid price is required.
  - b. A performance bond for 100% of the contract price is required.
  - c. A payment bond for 100% of the contract price is required.
12. Contract Provisions (2 CFR 200.327). The CMAR shall ensure that all procurements and contracts, including those for construction activities, must contain the applicable provisions described in Appendix II to Part 200—Contract Provisions for Non-Federal Entity Contracts Under Federal Awards, including but not limited to:
- a. Equal Employment Opportunity (EEO)
  - b. Davis-Bacon Act, as applicable (Applies to construction contracts over \$2,000)
  - c. Contract Work Hours and Safety Standards Act (Applies to contracts over \$100,000 involving laborers or mechanics)
  - d. Clean Air Act and Federal Water Pollution Control Act (Applies to subcontracts exceeding \$150,000)

- e. Debarment and Suspension
- f. Byrd Anti-Lobbying Amendment (Applies to subcontracts exceeding \$100,000)
- g. Copeland "Anti-Kickback" Act (Applies to contracts over \$2,000 involving construction or repair)

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Note: FSP Final Sign Off has NOT occurred as of this date

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| C6.2 | ON-SITE SIGNAGE, STRIPING AND MARKING DETAILS    |
| C6.3 | ON-SITE GRADING AND DRAINAGE DETAILS             |
| C6.4 | ON-SITE UTILITY DETAILS                          |
| C7.1 | PUBLIC UTILITY DETAILS                           |
| L-1  | LANDSCAPE PLAN                                   |
| L-2  | LANDSCAPE DETAILS                                |

## **North Port Boys & Girls Club Gym Renovation Project**

### **ARCHITECTURAL dated 06/04/2024**

|      |                                |
|------|--------------------------------|
| A-0  | COVER SHEET                    |
| A-10 | SITE PLAN                      |
| A-20 | EXISTING/DEMO PLAN             |
| A-40 | LIFE SAFETY PLAN               |
| A-41 | FLOOR DIMENSION PLAN           |
| A-42 | ENLARGED PLAN & RESTROOM PLAN  |
| A-44 | REFLECTED CEILING PLAN         |
| A-51 | EXTERIOR ELEVATIONS            |
| A-61 | WALL SECTIONS                  |
| A-71 | FINISH & DOOR SCHEDULE         |
| A-72 | DOOR HARDWARE GROUPS           |
| A-73 | INT. STOREFRONT & DOOR DETAILS |
| A-74 | EXT. STOREFRONT & DOOR DETAILS |

### **STRUCTURAL dated 06/04/2024**

|     |                                                  |
|-----|--------------------------------------------------|
| S-1 | STRUCTURAL NOTES, TYPICAL DETAIL & WIND SCHEDULE |
| S-2 | STRUCTURAL FOUNDATION & GROUND FLOOR PLAN        |

### **MECHANICAL dated 06/04/2024**

|     |                                          |
|-----|------------------------------------------|
| M-1 | MECHANICAL PLAN                          |
| M-2 | MECHANICAL NOTES, DETAILS, AND SCHEDULES |

### **PLUMBING dated 06/04/2024**

|     |                                        |
|-----|----------------------------------------|
| P-1 | PLUMBING SANITARY WASTE AND VENT PLAN  |
| P-2 | PLUMBING DOMESTIC WATER PLAN           |
| P-3 | PLUMBING RISER DIAGRAMS                |
| P-4 | PLUMBING NOTES, DETAILS, AND SCHEDULES |

**FIRE PROTECTIONS    dated 06/04/2024**

- FP-1     FIRE PROTECTION PLAN
- FP-2     FIRE PROTECTION NOTES, DETAILS, AND SCHEDULES

**ELECTRICAL    dated 06/04/2024**

- E-1     ELECTRICAL LIGHTING PLAN
- E-2     ELECTRICAL POWER PLAN
- E-3     ELECTRICAL POWER PLAN
- E-4     ELECTRICAL ROOF NOTES AND LEGENDS
- E-5     ELECTRICAL DETAILS AND SCHEDULES
- E-6     ELECTRICAL RISER AND SCHEDULES
- E-7     FIRE ALARM DETAILS
- E-8     FIRE ALARM NOTES, DETAILS, AND SCHEDULES

## **Exhibit 1**

### **GRANT FUNDED PROCUREMENT TERMS AND CONDITIONS**

For purposes of this Exhibit, the terms "Contract" and "Agreement," shall be interchangeable, and the terms "Contractor", "Vendor", "General Contractor", and "Company," shall be interchangeable.

Note: References to Project herein shall be deemed a reference to the services provided under the contract. References to Subrecipient shall be deemed as a reference to the Owner of the Project.

This project is funded in whole or in part by Community Development Block Grant Disaster Recovery (CDBG-DR) funding through the U.S. Department of Housing and Urban Development (HUD). The Vendor agrees as applicable and stated within this solicitation package.

Vendor shall provide services in support of the Sarasota County's CDBG-DR Action Plan in accordance with Federal Register 88 FR 32046, and all applicable federal, state, and County regulations.

#### **2 CFR Part 200 Uniform Guidance Contract Provisions**

##### **1. Breach of Contract**

Contracts for more than the simplified acquisition threshold, which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by 41 U.S.C. 1908, currently set at \$250,000 must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms and provide for such sanctions and penalties as appropriate. **(Contracts for more than the simplified acquisition threshold, currently set at \$250,000)**

If the Contractor breaches any of its obligations under the Construction Agreement, then Owner may give Contractor written notification identifying such breach. If Contractor has not cured such breach within seven (7) calendar days from its receipt of Owner's written notification, or if such breach cannot be cured within such seven (7) day period, then if Contractor either does not begin cure within such seven (7) day period, or fails to diligently prosecute cure to completion, Owner may terminate this Contract and take possession of the Work. Alternatively, instead of terminating the Contract, Owner may cure the breach and deduct the cost thereof from amounts otherwise owed to the Contractor.

##### **2. Termination**

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

The General Contractor shall be Terminated for Cause in the event the General Contractor has failed to execute the Construction Agreement. Instances involved to determine a Termination for Cause include, but are not limited to: Poor workmanship/defective work; consistent failure to perform according to schedule; failure to pay subcontractors, suppliers, laborers; failure to provide timely lien releases; understaffing the project; and failure to communicate in a timely manner.

### **3. Equal Employment Opportunity 41 CFR §60-1.4(b)**

Compliance with Executive Order 11246 of September 24, 1965, entitled "Equal Employment Opportunity," (30 FR 12319, 12935, 3 CFR Part 1964-1965 Comp., p.339) as amended by Executive Order 11375 of October 13, 1967, entitled "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing regulations at 41 CFR Part 60, entitled "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor." Except as otherwise provided under 41 CFR Part 60, all contracts that meet the definition of "federally assisted construction contract" in 41 CFR Part 60.1.3 must include the equal opportunity clause provided under 41 CFR 60-1.4(b).

#### *41 C.F.R. Part 60-1.4(b)*

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

- a. The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.*
- b. The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive considerations for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.*
- c. 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 provisions shall not apply to instance 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 the 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.*

- d. The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representative of the contractor's commitments under this section and shall post copies of the notice in conspicuous places available to employees and applicants for employment.*
- e. The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.*
- f. The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.*
- g. In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions as may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.*
- h. The contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance: Provided, however, that in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency the contractor may request the United States to enter into such litigation to protect the interests of the United States."*

**(Any Construction contract or subcontract)**

**4. Davis-Bacon and Related Acts**

**(Applies to Construction Contracts over \$2,000)**

40 U.S.C. §§ 3141 – 3148; 29 C.F.R. part 5; 18 U.S.C. § 874;  
29 C.F.R. part 3; 40 U.S.C. §§3701-3708; 29 C.F.R. part 1926

See ATTACHMENT 1 Davis-Bacon Wage Determination Decision

**(a) Davis-Bacon Contract provisions and related matters**

**(1) Minimum wages —**

(i) **Wage rates and fringe benefits.** All laborers and mechanics employed or working upon the site of the work (or otherwise working in construction or development of the project under a development statute), will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act (29 CFR part 3)), the full amount of basic hourly wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the contractor and such laborers and mechanics. As provided in paragraphs (d) and (e) of this section, the appropriate wage determinations are effective by operation of law even if they have not been attached to the contract. Contributions made or costs reasonably anticipated for bona fide fringe benefits under the Davis-Bacon Act (40 U.S.C. 3141(2)(B)) on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of paragraph (a)(1)(v) of this section; also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period. Such laborers and mechanics must be paid the appropriate wage rate and fringe benefits on the wage determination for the classification(s) of work actually performed, without regard to skill, except as provided in paragraph (a)(4) of this section. Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein: Provided, That the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classifications and wage rates conformed under paragraph (a)(1)(iii) of this section) and the Davis-Bacon poster (WH-1321) must be posted at all times by the contractor and its subcontractors at the site of the work in a prominent and accessible place where it can be easily seen by the workers.

**(ii) Frequently recurring classifications.**

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

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

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

(iii) **Conformance.**

(A) The contracting officer must require that any class of laborers or mechanics, including helpers, which is not listed in the wage determination and which is to be employed under the contract be classified in conformance with the wage determination. Conformance of an additional classification and wage rate and fringe benefits is appropriate only when the following criteria have been met:

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

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

(C) If the contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and the contracting officer agree on the classification and wage rate (including the amount

designated for fringe benefits where appropriate), a report of the action taken will be sent by the contracting officer by email to DBAconformance@dol.gov. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

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

(E) The contracting officer must promptly notify the contractor of the action taken by the Wage and Hour Division under paragraphs (a)(1)(iii)(C) and (D) of this section. The contractor must furnish a written copy of such determination to each affected worker or it must be posted as a part of the wage determination. The wage rate (including fringe benefits where appropriate) determined pursuant to paragraph (a)(1)(iii)(C) or (D) of this section must be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.

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

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

(vi) **Interest.** In the event of a failure to pay all or part of the wages required

by the contract, the contractor will be required to pay interest on any underpayment of wages.

(2) Withholding —

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

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

(A) A contractor's surety(ies), including without limitation performance bond sureties and payment bond sureties;

(B) A contracting agency for its procurement costs;

(C) A trustee(s) (either a court-appointed trustee or a U.S. trustee, or both) in bankruptcy of a contractor, or a contractor's bankruptcy estate;

(D) A contractor's assignee(s);

(E) A contractor's successor(s); or

(F) A claim asserted under the Prompt Payment Act, 31 U.S.C. 3901–3907.

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

**(i) Basic record requirements —**

(A) **Length of record retention.** All regular payrolls and other basic records must be maintained by the contractor and any subcontractor during the course of the work and preserved for all laborers and mechanics working at the site of the work (or otherwise working in construction or development of the project under a development statute) for a period of at least 5 years after all the work on the prime contract is completed.

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

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

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

**(ii) Certified payroll requirements —**

(A) **Frequency and method of submission.** The contractor or subcontractor must submit weekly, for each week in which any DBA- or Related Acts-covered work is performed, certified payrolls to the [write

in name of appropriate Federal agency] if the agency is a party to the contract, but if the agency is not such a party, the contractor will submit the certified payrolls to the applicant, sponsor, owner, or other entity, as the case may be, that maintains such records, for transmission to the [write in name of agency]. The prime contractor is responsible for the submission of all certified payrolls by all subcontractors. A contracting agency or prime contractor may permit or require contractors to submit certified payrolls through an electronic system, as long as the electronic system requires a legally valid electronic signature; the system allows the contractor, the contracting agency, and the Department of Labor to access the certified payrolls upon request for at least 5 years after the work on the prime contract has been completed; and the contracting agency or prime contractor permits other methods of submission in situations where the contractor is unable or limited in its ability to use or access the electronic system.

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

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

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

(2) That each laborer or mechanic (including each helper and apprentice) working on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in 29 CFR part 3; and

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

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

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

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

(G) **Length of certified payroll retention.** The contractor or subcontractor must preserve all certified payrolls during the course of the work and for a period of 5 years after all the work on the prime contract is completed.

(iii) **Contracts, subcontracts, and related documents.** The contractor or subcontractor must maintain this contract or subcontract and related documents including, without limitation, bids, proposals, amendments, modifications, and extensions. The contractor or subcontractor must preserve these contracts, subcontracts, and related documents during the course of the work and for a period of 5 years after all the work on the prime contract is completed.

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

(A) **Required record disclosures and access to workers.** The contractor or subcontractor must make the records required under paragraphs (a)(3)(i) through (iii) of this section, and any other documents that the [write the name of the agency] or the Department of Labor deems necessary to determine compliance with the labor standards provisions of any of the applicable statutes referenced by §

5.1, available for inspection, copying, or transcription by authorized representatives of the [write the name of the agency] or the Department of Labor, and must permit such representatives to interview workers during working hours on the job.

**(B) Sanctions for non-compliance with records and worker access requirements.** If the contractor or subcontractor fails to submit the required records or to make them available, or refuses to permit worker interviews during working hours on the job, the Federal agency may, after written notice to the contractor, sponsor, applicant, owner, or other entity, as the case may be, that maintains such records or that employs such workers, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available, or to permit worker interviews during working hours on the job, may be grounds for debarment action pursuant to § 5.12. In addition, any contractor or other person that fails to submit the required records or make those records available to WHD within the time WHD requests that the records be produced will be precluded from introducing as evidence in an administrative proceeding under 29 CFR part 6 any of the required records that were not provided or made available to WHD. WHD will take into consideration a reasonable request from the contractor or person for an extension of the time for submission of records. WHD will determine the reasonableness of the request and may consider, among other things, the location of the records and the volume of production.

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

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

##### **(i) Apprentices —**

**(A) Rate of pay.** Apprentices will be permitted to work at less than the predetermined rate for the work they perform when they are employed

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

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

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

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

(ii) **Equal employment opportunity.** The use of apprentices and

journeyworkers under this part must be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended, and 29 CFR part 30.

(5) **Compliance with Copeland Act requirements.** The contractor shall comply with the requirements of 29 CFR part 3, which are incorporated by reference in this contract.

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

(7) **Contract termination: debarment.** A breach of the contract clauses in 29 CFR 5.5 may be grounds for termination of the contract, and for debarment as a contractor and a subcontractor as provided in 29 CFR 5.12.

(8) **Compliance with Davis-Bacon and Related Act requirements.** All rulings and interpretations of the Davis-Bacon and Related Acts contained in 29 CFR parts 1, 3, and 5 are herein incorporated by reference in this contract.

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

(10) **Certification of eligibility.**

(i) By entering into this contract, the contractor certifies that neither it nor any person or firm who has an interest in the contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of 40 U.S.C. 3144(b) or § 5.12(a).

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

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

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

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

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

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

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

(b) **Contract Work Hours and Safety Standards Act (CWHSSA).** As used in this paragraph (b), the terms "laborers and mechanics" include watchpersons and guards.

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

(2) **Violation; liability for unpaid wages; liquidated damages.** In the event of any violation of the clause set forth in paragraph (b)(1) of this section the contractor and any subcontractor responsible therefore shall be liable for the unpaid wages and interest from the date of the underpayment. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchpersons and guards, employed in violation of the clause set forth in paragraph (b)(1) of this section, in the sum of \$31 for each calendar day on

which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (b)(1).

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

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

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

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

**(4) Subcontracts.** The contractor or subcontractor must insert in any subcontracts the clauses set forth in paragraphs (b)(1) through (5) of this section and a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor is responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs

(b)(1) through (5). In the event of any violations of these clauses, the prime contractor and any subcontractor(s) responsible will be liable for any unpaid wages and monetary relief, including interest from the date of the underpayment or loss, due to any workers of lower-tier subcontractors, and associated liquidated damages and may be subject to debarment, as appropriate.

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

(i) Notifying any contractor of any conduct which the worker reasonably believes constitutes a violation of the Contract Work Hours and Safety Standards Act (CWHSSA) or its implementing regulations in this part;

(ii) Filing any complaint, initiating or causing to be initiated any proceeding, or otherwise asserting or seeking to assert on behalf of themselves or others any right or protection under CWHSSA or this part;

(iii) Cooperating in any investigation or other compliance action, or testifying in any proceeding under CWHSSA or this part; or

(iv) Informing any other person about their rights under CWHSSA or this part.

(c) **CWHSSA required records clause.** In addition to the clauses contained in paragraph (b) of this section, in any contract subject only to the Contract Work Hours and Safety Standards Act and not to any of the other laws referenced by § 5.1, the Agency Head must cause or require the contracting officer to insert a clause requiring that the contractor or subcontractor must maintain regular payrolls and other basic records during the course of the work and must preserve them for a period of 5 years after all the work on the prime contract is completed for all laborers and mechanics, including guards and watchpersons, working on the contract. Such records must contain the name; last known address, telephone number, and email address; and social security number of each such worker; each worker's correct classification(s) of work actually performed; hourly rates of wages paid; daily and weekly number of hours actually worked; deductions made; and actual wages paid. Further, the Agency Head must cause or require the contracting officer to insert in any such contract a clause providing that the records to be maintained under this paragraph must be made available by the contractor or subcontractor for inspection, copying, or transcription by authorized representatives of the (write the name of agency) and the Department of Labor, and the contractor or subcontractor will permit such representatives to interview workers during working hours on the job.

(d) **Incorporation of contract clauses and wage determinations by reference.** Although agencies are required to insert the contract clauses set forth in this section, along with appropriate wage determinations, in full into

covered contracts, and contractors and subcontractors are required to insert them in any lower-tier subcontracts, the incorporation by reference of the required contract clauses and appropriate wage determinations will be given the same force and effect as if they were inserted in full text.

(e) **Incorporation by operation of law.** The contract clauses set forth in this section (or their equivalent under the Federal Acquisition Regulation), along with the correct wage determinations, will be considered to be a part of every prime contract required by the applicable statutes referenced by § 5.1 to include such clauses, and will be effective by operation of law, whether or not they are included or incorporated by reference into such contract, unless the Administrator grants a variance, tolerance, or exemption from the application of this paragraph. Where the clauses and applicable wage determinations are effective by operation of law under this paragraph, the prime contractor must be compensated for any resulting increase in wages in accordance with applicable law.

## **5. Contracted Work Hours and Safety Standards**

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

## **6. Rights to Inventions Made Under a Contract or Agreement**

If the Federal award meets the definition of "funding agreement" under 37C.F.R. § 401.2(a) and County enters into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, development, or research work utilizing CDBG-DR funding, the Subrecipient will comply with requirements of 37 CFR Part 401 "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts, and Cooperative Agreements, and any implementing regulations issued by the U.S. Housing and Urban Development Agency.

## **7. Clean Air and Water**

Contractor must comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 et seq and the Federal

Water Pollution Control Act, as amended, 33 U.S.C. § 1251 et seq. The contractor agrees to report each violation to The Subrecipient and understands and agrees that The Subrecipient will, in turn, report each violation as required to assure notification to the US Housing and Urban Development and the appropriate Environmental Protection Agency Regional Office.

The Contractor agrees to include these requirements in each subcontract exceeding \$150,000 funded in whole or part under this contract. **(Contracts, subcontracts, and subgrants of amounts in excess of \$150,000)**

**8. Debarment and Suspension** (Executive Orders 12549 and 12689)

A contract award (see 2 CFR 180.220) must not be made to parties listed on the governmentwide Excluded Parties List System in the System for Award Management (SAM), <https://www.sam.gov>, in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR Part 1986 Comp., p. 189) and 12689 (3 CFR Part 1989 Comp., p. 235), "Debarment and Suspension." The Excluded Parties List System in SAM contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.). **(Contracts, subcontracts of amounts in excess of \$25,000)**

**Separate Government Wide Debarment and Suspension certification included for signature**

**9. Byrd Anti-Lobbying Amendment**

Compliance with the Byrd Anti-Lobbying Amendment (31 U.S.C. 1352)—**Contractors that apply or bid for an award of \$100,000 or more must file the required certification.**

Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.

**Separate Lobbying Certification included for signature**

**10. Procurement of Recovered Materials**

(2 CFR §200.323)

In the performance of this contract, the Contractor shall make maximum use of products containing recovered materials that are EPA-designated items unless the product cannot be acquired—

Competitively within a timeframe providing for compliance with the contract performance schedule;

Meeting contract performance requirements; or

at a reasonable price.

Information about this requirement, along with the list of EPA-designated items, is available at EPA's Comprehensive Procurement Guidelines webpage:

<https://www.epa.gov/smm/comprehensive-procurement-guideline-cpg-program>

The Contractor also agrees to comply with all other applicable requirements of Section 6002 of the Solid Waste Disposal Act.

## **11. Prohibition On Certain Telecommunications and Video Surveillance Services or Equipment**

(2 CFR §200.216; Public Law 115-232, Section 889; 2 CFR §200.471)

- b. Definitions. As used in this clause, the terms backhaul; covered foreign country; covered telecommunications equipment or services; interconnection arrangements; roaming; substantial or essential component; and telecommunications equipment or services have the meaning as defined in FEMA Policy 405-143-1, Prohibitions on Expending FEMA Award Funds for Covered Telecommunications Equipment or Services (Interim), as used in this clause—
- c. Prohibitions.
  - (1) Section 889(b) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019, Pub. L. No. 115- 232, and 2 C.F.R. § 200.216 prohibit the head of an executive agency on or after Aug.13, 2020, from obligating or expending grant, cooperative agreement, loan, or loan guarantee funds on certain telecommunications products or from certain entities for national security reasons.
  - (2) Unless an exception in paragraph (c) of this clause applies, the contractor and its subcontractors may not use funds from this contract funded by the U.S. Housing and Urban Development Agency to:
    - i. Procure or obtain any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology of any system;
    - ii. Enter into, extend, or renew a contract to procure or obtain any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology of any system;
    - iii. Enter into, extend, or renew contracts with entities that use covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system; or
    - iv. Provide, as part of its performance of this contract, subcontract, or other contractual instrument, any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system.
- d. Exceptions.

- (1) This clause does not prohibit contractors from providing—
    - i. A service that connects to the facilities of a third-party, such as backhaul, roaming, or interconnection arrangements; or
    - ii. Telecommunications equipment that cannot route or redirect user data traffic or permit visibility into any user data or packets that such equipment transmits or otherwise handles.
  - (2) By necessary implication and regulation, the prohibitions also do not apply to:
    - i. Covered telecommunications equipment or services that: i. Are not used as a substantial or essential component of any system; and ii. Are not used as critical technology of any system.
    - ii. Other telecommunications equipment or services that are not considered covered telecommunications equipment or services.
- e. Reporting requirement.
  - (1) In the event the contractor identifies covered telecommunications equipment or services used as a substantial or essential component of any system, or as critical technology as part of any system, during contract performance, or the contractor is notified of such by a subcontractor at any tier or by any other source, the contractor shall report the information in paragraph (d)(2) of this clause to the recipient or subrecipient, unless elsewhere in this contract are established procedures for reporting the information.
  - (2) The Contractor shall report the following information pursuant to paragraph (d)(1) of this clause:
    - i. Within one business day from the date of such identification or notification: The contract number; the order number(s), if applicable; supplier name; supplier unique entity identifier (if known); supplier Commercial and Government Entity (CAGE) code (if known); brand; model number (original equipment manufacturer number, manufacturer part number, or wholesaler number); item description; and any readily available information about mitigation actions undertaken or recommended.
    - ii. Within 10 business days of submitting the information in paragraph (d)(2)(i) of this clause: Any further available information about mitigation actions undertaken or recommended. In addition, the contractor shall describe the efforts it undertook to prevent use or submission of covered telecommunications equipment or services, and any additional efforts that will be incorporated to prevent future use or submission of covered telecommunications equipment or services.
- f. Subcontracts. The Contractor shall insert the substance of this clause, including this paragraph (e), in all subcontracts and other contractual instruments.

## **12. Domestic Preference for Procurements**

(2 CFR 200.322)

- (a) As appropriate and to the extent consistent with law, Contractor should, to the greatest extent practicable, provide a preference for the purchase, acquisition,

or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products). The requirements of this section must be included in all subcontracts including all contracts and purchase orders for work or products under this contract.

(b) For purposes of this section:

(1) "Produced in the United States" means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States.

(2) "Manufactured products" means items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.

### **13. Contracting with small and minority businesses, women's business enterprise, and labor surplus area firms (2 CFR §200.321)**

The Contractor, if subcontracts are to be let, must take all necessary affirmative steps to assure that minority businesses, women's business enterprises, and labor surplus area firms are used when possible. Affirmative steps must include:

- (a) Placing qualified small and minority businesses and women's business enterprises on solicitation lists;
- (b) Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources;
- (c) Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority business, and women's business enterprises;
- (d) Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises;
- (e) Using the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce; and,
- (f) Requiring the prime contractor, if subcontracts are to be let, to take the affirmative steps listed in (a) —(e) of this paragraph.

### **14. Scrutinized Companies**

The Subrecipient may, at its option, terminate the Contract if the Contractor is found to have submitted a false certification as provided under section 287.135(5), F.S. or been placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector, or been

engaged in business operations in Cuba or Syria, or to have been placed on the Scrutinized Companies that Boycott Israel List or is engaged in a boycott of Israel.

### **Separate Scrutinized Companies Attestation Included for Signature**

## **U.S. Housing and Urban Development Community Development Block Grant Disaster Recovery Required Contract Provisions**

### **1. Lead Based Paint**

24 CFR 570.487(c)

States shall devise, adopt and carry out procedures with respect to CDBG assistance that fulfill the objectives and requirements of the Lead-Based Paint Poisoning Prevention Act ([42 U.S.C. 4821](#)–4846), the Residential Lead-Based Paint Hazard Reduction Act of 1992 ([42 U.S.C. 4851](#)–4856), and implementing regulations at part 35, subparts A, B, J, K, and R of this title.

### **2. Section 3**

24 CFR 570.487 (d)

Sarasota County will comply with the requirements of Section 3 of the Housing and Urban Development Act (HUD) of 1968 pursuant to 24 CFR 570.607 (b). This legislative directive provides preference to low-income workers, and businesses that substantially employ said persons, for new employment, training, and contracting opportunities resulting from HUD-funded projects. As such it is the intent of The Subrecipient to give, to the greatest extent feasible, (consistent with existing Federal, State, and local laws and regulations), employment, contracting and other economic opportunities arising in connection with a proposed project to low-income persons, Section 3 workers and business concerns in the local community, and that contracts be awarded to eligible business concerns which employ and/or are owned in substantial part by such low-income persons residing in Sarasota County.

Efforts to ensure that compliance is achieved include: 1) requiring that all Contractors post information at job sites in affected areas regarding employment opportunities and preference in hiring Section 3 employees and 2) advertising projects identifying contracting opportunities and the preference to utilize Section 3 businesses.

Bidder/Proposer is required to indicate whether the Contractor and/or any proposed sub-contractors are Section 3 businesses. Sarasota County encourages the utilization and participation of Section 3 Businesses in procurements, and evaluation proceedings will be conducted within the established guidelines regarding equal employment opportunity and nondiscriminatory action based upon the grounds of race, color, sex or national origin. Interested certified Section 3 firms are encouraged to respond.

### **3. Duplication of Benefits**

Section 312 of Stafford Act

No duplication of benefits will be allowed. Prior to assisting homeowners or homebuyers with CDBG Supplemental Funds, the recipient will need to determine

and verify any monies received from any other federal or state financial resources providing disaster recovery funding and any insurance settlement payments provided to your homeowner or homebuyer, and adjust the CDBG Supplemental Funds amount and project scope accordingly.

#### **4. Records Retention**

The Contractor will make available to the Subrecipient, Sarasota County, U.S. Housing and Urban Development (HUD), Office of Inspector General and the Government Accountability Office any documents, papers, or other records, including electronic records, of the contractor that are pertinent to this contract, in order to make audits, investigations, examinations, excerpts, transcripts, and copies of such documents. This right also includes timely and reasonable access to the contractor's personnel for the purpose of interview and discussion related to such documents. This right of access shall continue for a period of five years after completion of project and final payment by the Subrecipient.

The Contractor is required to retain financial records, supporting documents, statistical records, and all other non-Federal entity records pertinent to this contract and must be retained for a period of five years from the completion of the project and final payment by the Subrecipient.

Unless any litigation, claim, or audit is started before the expiration of the 5-year period, the records must be retained until all litigation, claims, or audit findings involving the records have been resolved and final action taken.

The Subrecipient, the County, U.S. Housing and Urban Development (HUD), Office of Inspector General and the Government Accountability Office shall have the right during normal business hours to conduct announced and unannounced onsite and

offsite physical visits of Contractors corresponding to the duration of their records retention obligation.

## **5. Compliance with State, Local, and Federal Law, Regulations, and Executive Orders**

This is an acknowledgement that HUD financial assistance will be used to fund all or a portion of this contract. The Contractor will comply with all applicable State, Local, and Federal law, regulations, executive orders.

## **6. No Obligation by the Federal Government**

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

## **7. Program Fraud and False or Fraudulent Statements or Related Act**

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

## **8. Conflict of Interest**

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

## **9. Americans With Disabilities Act (ADA)**

All design and construction must be accessible to individuals with disabilities pursuant to Titles II and III of the Americans with Disabilities Act

## **State of Florida Required Provisions**

### **1. Contracting with Entities of Foreign Concern (287.138)**

Beginning January 1, 2024, a governmental entity may not accept a bid on, a proposal for, or a reply to, or enter into, a contract with an entity which would grant the entity access to an individual's personal identifying information unless the entity provides the governmental entity with an affidavit signed by an officer or representative of the entity under penalty of perjury attesting that the entity does not meet any of the criteria listed below.

- (a) The entity is owned by the government of a foreign country of concern;
- (b) The government of a foreign country of concern has a controlling interest in the entity; or
- (c) The entity is organized under the laws of or has its principal place of business

in a foreign country of concern.

**Separate Foreign Country of Concern Attestation Included for Signature**

## **2. Human Trafficking (787.06)**

Beginning July 1, 2024, when a contract is executed, renewed, or extended between a nongovernmental entity and a governmental entity, the nongovernmental entity must provide the governmental entity with an affidavit signed by an officer or a representative of the nongovernmental entity under penalty of perjury attesting that the nongovernmental entity does not use coercion for labor or services as defined in this section of the Florida Statutes.

**SEPARATE HUMAN TRAFFICKING ATTESTATION INCLUDED FOR SIGNATURE**

## **GOVERNMENT WIDE DEBARMENT AND SUSPENSION**

The Contractor shall comply and facilitate compliance with U.S. Housing and Urban Development Agency regulations, "Non-procurement Suspension and Debarment," 2 C.F.R. part 2424, which adopts and supplements the Office of Management and Budget (U.S. OMB) "Guidelines to Agencies on Governmentwide Debarment and Suspension (Non-procurement)," 2 C.F.R. part 180. These provisions apply to each contract at any tier of \$25,000 or more, and to each contract at any tier for a federally required audit (irrespective of the contract amount), and to each contract at any tier that must be approved by a HUD official irrespective of the contract amount. As such, the Contractor shall verify that its principals, affiliates, and subcontractors are eligible to participate in this federally funded contract and are not presently declared by any Federal department or agency to be:

- a. Debarred from participation in any federally assisted Contract;
- b. Suspended from participation in any federally assisted Contract;
- c. Proposed for debarment from participation in any federally assisted Contract;
- d. Declared ineligible to participate in any federally assisted Contract;
- e. Voluntarily excluded from participation in any federally assisted Contract; or
- f. Disqualified from participation in any federally assisted Contract.

By signing and submitting this form, the bidder or proposer certifies as follows:

The certification in this clause is a material representation of fact relied upon by The Subrecipient. If it is later determined by the Subrecipient that the bidder or proposer knowingly rendered an erroneous certification, in addition to remedies available to the Subrecipient, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment. The bidder or proposer agrees to comply with the requirements of 2 C.F.R. part 180, subpart C, as supplemented by 2 C.F.R. part 2424, while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

Date \_\_\_\_\_

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

Title \_\_\_\_\_

Signature of Authorized Official \_\_\_\_\_

Company Name \_\_\_\_\_

## **CERTIFICATION REGARDING LOBBYING**

### **APPENDIX A, 44 C.F.R. PART 18**

#### **Certification for Contracts, Grants, Loans, and Cooperative Agreements**

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

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

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

The Contractor, \_\_\_\_\_, certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any.

Date \_\_\_\_\_

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

Title \_\_\_\_\_

Signature of Authorized Official \_\_\_\_\_

Company Name \_\_\_\_\_

## Scrutinized Companies Certification

Respondent Vendor Name: \_\_\_\_\_

Vendor FEIN: \_\_\_\_\_

Vendor's Authorized Representative Name and Title: \_\_\_\_\_ Address: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

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

Email Address: \_\_\_\_\_

Section 287.135, Florida Statutes, prohibits agencies from contracting with companies, for products or services over \$1,000,000, that are on either the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List. Both lists are created pursuant to section 215.473, Florida Statutes.

As the person authorized to sign on behalf of Respondent, I hereby certify that the company identified above in the section entitled "Respondent Vendor Name" is not listed on either the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List. I understand that pursuant to section 287.135, Florida Statutes, the submission of a false certification may subject company to civil penalties, attorney's fees, and/or costs.

Certified By: \_\_\_\_\_  
Authorized Signature

Print Name and Title: \_\_\_\_\_

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

## FOREIGN COUNTRY OF CONCERN ATTESTATION (PUR 1355)

This form must be completed by an officer or representative of an entity submitting a bid, proposal, or reply to, or entering into, renewing, or extending, a contract with a Governmental Entity which would grant the entity access to an individual's Personal Identifying Information. Capitalized terms used herein have the definitions ascribed in [Rule 60A-1.020, F.A.C.](#)

\_\_\_\_\_ (Insert Company name) is not owned by the government of a Foreign Country of Concern, is not organized under the laws of nor has its Principal Place of Business in a Foreign Country of Concern, and the government of a Foreign Country of Concern does not have a Controlling Interest in the entity.

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

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

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

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

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

## HUMAN TRAFFICKING ATTESTATION

When a contract is executed, renewed, or extended between a nongovernmental entity and a governmental entity, the nongovernmental entity must provide the governmental entity with an affidavit signed by an officer or a representative of the nongovernmental entity under penalty of perjury attesting that the nongovernmental entity does not use coercion for labor or services as defined in section 787.06, F. S.

\_\_\_\_\_ (Insert Company name) does not use coercion for labor or services.

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

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

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

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

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

"General Decision Number: FL20240225 11/01/2024

Superseded General Decision Number: FL20230225

State: Florida

Construction Type: Building

County: Sarasota County in Florida.

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

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

|                                                                                                                                                                   |                                                                                                                                                                                                                                                                                                                                         |
|-------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| If the contract is entered into on or after January 30, 2022, or the contract is renewed or extended (e.g., an option is exercised) on or after January 30, 2022: | <ul style="list-style-type: none"> <li>. Executive Order 14026 generally applies to the contract.</li> <li>. The contractor must pay all covered workers at least \$17.20 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract in 2024.</li> </ul>  |
| If the contract was awarded on or between January 1, 2015 and January 29, 2022, and the contract is not renewed or extended on or after January 30, 2022:         | <ul style="list-style-type: none"> <li>. Executive Order 13658 generally applies to the contract.</li> <li>. The contractor must pay all covered workers at least \$12.90 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on that contract in 2024.</li> </ul> |

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

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

| Modification Number | Publication Date |
|---------------------|------------------|
| 0                   | 01/05/2024       |
| 1                   | 05/31/2024       |

2 07/12/2024  
3 11/01/2024

ASBE0067-003 01/01/2021

|                                                | Rates    | Fringes |
|------------------------------------------------|----------|---------|
| ASBESTOS WORKER/HEAT & FROST<br>INSULATOR..... | \$ 30.12 | 13.11   |

ELEC0915-005 12/05/2022

|                                                   | Rates    | Fringes    |
|---------------------------------------------------|----------|------------|
| ELECTRICIAN (Includes Low<br>Voltage Wiring)..... | \$ 29.74 | 42%+\$0.35 |

ELEV0074-001 01/01/2024

|                        | Rates    | Fringes    |
|------------------------|----------|------------|
| ELEVATOR MECHANIC..... | \$ 49.62 | 37.885+a+b |

FOOTNOTE:

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

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

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ENGI0487-030 06/01/2023

|                                                                                                                                       | Rates    | Fringes |
|---------------------------------------------------------------------------------------------------------------------------------------|----------|---------|
| POWER EQUIPMENT OPERATOR<br>Group 1<br>150 ton lattice, 250 ton<br>hydro, friction, tower<br>and luffing cranes, 300+<br>ft boom..... | \$ 39.01 | 16.85   |
| Group 2<br>Lattice under 150 ton,<br>100 ton up to 250 ton<br>hydro cranes.....                                                       | \$ 38.01 | 16.85   |
| Group 3<br>Cranes not described<br>above; Mechanics.....                                                                              | \$ 37.01 | 16.85   |
| Group 4<br>Forklift.....                                                                                                              | \$ 35.01 | 16.85   |

Journeyman Oiler shall be paid: 90% of Group 3's rate.

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IRON0397-007 07/01/2024

|                             | Rates    | Fringes |
|-----------------------------|----------|---------|
| IRONWORKER, STRUCTURAL..... | \$ 35.25 | 17.32   |

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\* IRON0402-001 10/01/2024

|                                                                  | Rates       | Fringes |
|------------------------------------------------------------------|-------------|---------|
| IRONWORKER, ORNAMENTAL.....                                      | \$ 28.90    | 15.66   |
| -----                                                            |             |         |
| * SUFL2014-034 08/16/2016                                        |             |         |
|                                                                  | Rates       | Fringes |
| CARPENTER.....                                                   | \$ 20.30    | 0.00    |
| CEMENT MASON/CONCRETE FINISHER...                                | \$ 14.85 ** | 0.60    |
| IRONWORKER, REINFORCING.....                                     | \$ 26.37    | 12.65   |
| LABORER: Common or General,<br>Including Cement Mason Tending... | \$ 12.83 ** | 0.00    |
| LABORER: Pipelayer.....                                          | \$ 14.00 ** | 1.40    |
| OPERATOR:<br>Backhoe/Excavator/Trackhoe.....                     | \$ 22.07    | 8.80    |
| OPERATOR: Bulldozer.....                                         | \$ 15.40 ** | 1.90    |
| OPERATOR: Grader/Blade.....                                      | \$ 18.97    | 0.00    |
| OPERATOR: Loader.....                                            | \$ 14.00 ** | 1.40    |
| OPERATOR: Roller.....                                            | \$ 14.43 ** | 4.78    |
| PAINTER: Brush, Roller and<br>Spray.....                         | \$ 14.72 ** | 2.13    |
| PIPEFITTER, Includes HVAC<br>Pipe Installation.....              | \$ 20.59    | 7.49    |
| PLUMBER.....                                                     | \$ 21.14    | 8.11    |
| ROOFER.....                                                      | \$ 19.00    | 1.17    |
| SHEET METAL WORKER, Includes<br>HVAC Duct Installation.....      | \$ 19.05    | 4.47    |
| SPRINKLER FITTER (Fire<br>Sprinklers).....                       | \$ 21.86    | 7.94    |
| TILE SETTER.....                                                 | \$ 18.01    | 0.00    |
| TRUCK DRIVER: Dump Truck.....                                    | \$ 13.22 ** | 2.12    |
| TRUCK DRIVER: Lowboy Truck.....                                  | \$ 14.24 ** | 0.00    |
| -----                                                            |             |         |

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

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

their agencies, are a party.

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

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

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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

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.

#### State Adopted Rate Identifiers

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

#### WAGE DETERMINATION APPEALS PROCESS

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

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

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

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

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

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

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

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

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

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

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

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END OF GENERAL DECISION"