

**PART E –CONTRACT**

This Contract is entered into as of the date last executed, (the “Effective Date”), by and between Polk County, a political subdivision of the State of Florida, hereinafter referred to as the “County”, and 1st Class Roofing, Inc. its successors, executors, administrators and assigns, hereinafter referred to as the “Contractor”.

WITNESSETH: Whereas the Contractor agrees with the County, for the consideration herein mentioned, and at its own proper cost and expense, to perform all the Work and furnish all the material, equipment, supplies and labor necessary to carry out this agreement in the manner and to the fullest extent as set forth in the attached Bid documents, being hereby made as such a binding part of this Contract as if written word for word herein, and whereas the Contractor has furnished satisfactory Bond and has complied with insurance requirements of the Specifications in Bid #: 25-205.

NOW THEREFORE, the County and the Contractor do hereby agree as follows:

Article 1. Scope of Work: The Contractor shall perform in accordance with the attached Bid Documents, all the items of Work at the unit prices or lump sum price as listed in the Contractor’s Bid Submittal.

Article 2. Contract Price: The Contract price includes the total bid price of \$ 810,000.00 plus the Allowance Work amount of \$40,500.00 the total sum being \$ 850,500.00. This total contract price shall be reduced by the unused amount of the allowance if such Work is not completed.

Article 3. Plans and Specifications: The plans and specifications, and other Bid Documents upon which the unit or lump sum prices in the Contractor’s Bid Submittal are based, are hereby made a part of this Contract by reference thereto; and are attached hereto.

Article 4 Time of Beginning and Completion: The Contractor agrees to begin Work within 10 calendar days after issuance of a Notice to Proceed by the Procurement Division. The Contractor will complete all Work necessary to reach Beneficial Occupancy within 120 calendar days from the Start Date memorialized within the Notice to Proceed. The Certificate of Substantial Completion shall be executed once Beneficial

Occupancy has been reached. The County and the Contractor agree the balance of all Work to be performed after execution of the Certificate of Substantial Completion shall be complete within 30 days from the date noted on the Certificate of Substantial Completion and shall be evidenced by execution of the Certificate of Final Completion. The Certificate of Final Completion shall be executed by both parties once all Work has been performed and all close out paperwork submitted and processed by the County. Total days for this project are 150 days. The allowance time for this project is 22 days.

Article 5. Payment for Quantities: Payment for those items requiring payment on a unit price basis will be made for the actual unit quantities, as provided for in the Technical Specifications.

Article 6. Partial Payments: Payment will be made to the Contractor for the Contract Work actually performed by the Contractor (during the previous calendar month) and approved by the County subject, however, to retention by the County of an amount equal to five percent (5%) of the payment in accordance with F. S. 218.735.

Article 7. Final Acceptance and Payment: Upon completion of the Work or as soon thereafter as practicable, the County and Professional shall make a final inspection and, if appropriate, acceptance of the Work, after which Contractor shall prepare a final estimate of all Work completed under this Contract. Payment therefore of the balance due shall be made in accordance with the Contract provisions. Payment on the final estimate shall include the full amount for the Work completed, based on the unit prices or lump sum of this Contract, subject, however, to the deduction of any payments already made under this Contract to the Contractor.

Article 8. Contract Documents: The Contractor and Polk County Procurement shall each obtain a photocopy of this Contract once it is executed. This original Contract shall be retained by the Clerk of Courts, County Comptroller once it is executed.



**ACKNOWLEDGEMENT OF FIRM IF A LIMITED LIABILITY COMPANY**

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

The foregoing instruments was acknowledged before me by means of  physical presence or  online notarization this \_\_\_\_\_ (Date) by \_\_\_\_\_ (Name of officer or agent) as \_\_\_\_\_ (title of officer or agent) of the Company on behalf of the Company, pursuant to the powers conferred upon him/her by the Company. He/she personally appeared before me at the time of notarization, and  is personally known to me or  has produced \_\_\_\_\_ as identification and did certify to have knowledge of the matters stated in the foregoing instrument and certified the same to be true in all respects.

Subscribed and sworn to (or affirmed) before me this \_\_\_\_\_ (Date) .  
\_\_\_\_\_  
(Official Notary Signature and Notary Seal)  
\_\_\_\_\_  
(Name of Notary typed, printed or stamped)

Commission Number \_\_\_\_\_ Commission Expiration Date \_\_\_\_\_

**ACKNOWLEDGEMENT OF FIRM, IF A CORPORATION**

STATE OF FLORIDA County OF POLK

The foregoing instrument was acknowledged before me by means of  physical presence or  online notarization this June 29th (Date) by Doranna J Roberts (Name of officer or agent) as President (title of officer or agent) of the Corporation on behalf of the Corporation, pursuant to the powers conferred upon him/her by the Corporation. He/she personally appeared before me at the time of notarization, and  is personally known to me or  has produced \_\_\_\_\_ as identification and did certify to have knowledge of the matters stated in the foregoing instrument and certified the same to be true in all respects. Subscribed and sworn to (or affirmed) before me this 6/25/25 (Date) .

Whitney Hammond (Official Notary Signature and Notary Seal)  
Whitney Hammond (Name of Notary typed, printed or stamped)

Commission Number HH 344546 Commission Expiration Date 12/27/26



**ACKNOWLEDGEMENT OF FIRM, IF AN INDIVIDUAL**

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

The foregoing instrument was acknowledged before me by means of  physical presence or  online notarization this \_\_\_\_\_ (Date) By \_\_\_\_\_ (Name of acknowledging) who personally appeared before me at the time of notarization, and  is personally known to me or  has produced \_\_\_\_\_ as identification and did certify to have knowledge of the matters in the foregoing instrument and certified the same to be true in all respects. Subscribed and sworn to (or affirmed) before me this \_\_\_\_\_ (Date)

\_\_\_\_\_  
(Official Notary Signature and Notary Seal)  
\_\_\_\_\_  
(Name of Notary typed, printed or stamped)

Commission Number \_\_\_\_\_ Commission Expiration Date \_\_\_\_\_



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## Detail by Entity Name

Florida Profit Corporation

**1ST CLASS ROOFING, INC.**

### Filing Information

**Document Number** P13000082093

**FEI/EIN Number** 46-3815585

**Date Filed** 10/07/2013

**State** FL

**Status** ACTIVE

### Principal Address

1815 Thornhill Rd.,  
Suite 301S  
Auburndale, FL 33823

Changed: 01/07/2022

### Mailing Address

P.O. Box 3811  
WINTER HAVEN, FL 33885

Changed: 01/06/2025

### Registered Agent Name & Address

ROBERTS, DOVONNA J  
103 Lake Arietta Ct  
Auburndale, FL 33823

Address Changed: 01/06/2025

### Officer/Director Detail

#### **Name & Address**

Title P

**Roberts, Dovonna J**  
103 Lake Arietta Ct  
Auburndale, FL 33823

Title VP

Roberts, Glenn J, JR.  
103 Lake Arietta Ct  
Auburndale, FL 33823

Title Office Manager

Harper, Lula Mae  
103 Lake Arietta Ct  
Suite 301S  
Auburndale, FL 33823

**Annual Reports**

Report Year	Filed Date
2024	01/09/2024
2025	01/06/2025
2025	03/20/2025

**Document Images**

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"1st Class Roofing"

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Ron DeSantis, Governor



Melanie S. Griffin, Secretary



**STATE OF FLORIDA  
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION**

**CONSTRUCTION INDUSTRY LICENSING BOARD**

THE ROOFING CONTRACTOR HEREIN IS CERTIFIED UNDER THE  
PROVISIONS OF CHAPTER 489, FLORIDA STATUTES



**ROBERTS, DOVONNA JENELL**

1ST CLASS ROOFING, INC.  
1815 THORNHILL RD SUITE 301S  
AUBURNDALE FL 33823 \*

**LICENSE NUMBER: CCC1327267**

**EXPIRATION DATE: AUGUST 31, 2026**

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ISSUED: 06/14/2024

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License Type	Name	Name Type	License Number/ Rank	Status/Expires
Certified Roofing Contractor	<a href="#">ROBERTS, DOVONNA JENELL</a>	Primary	CCC1327267 Cert Roofing	Current, Active 08/31/2026
<b>Main Address*:</b>		1815 THORNHILL RD SUITE 301S AUBURNDALE, FL 33823		
<b>Mailing Address*:</b>		P.O. BOX 3811 WINTER HAVEN, FL 33885		

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**\* denotes**

- Main Address - This address is the Primary Address on file.
- Mailing Address - This is the address where the mail associated with a particular license will be sent (if different from the Main or License Location addresses).
- License Location Address - This is the address where the place of business is physically located.

2601 Blair Stone Road, Tallahassee FL 32399 :: Email: [Customer Contact Center](#) :: Customer Contact Center: 850.487.1395

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June 16, 2025

1st Class Roofing, Inc.  
1815 Thornhill Rd, Suite 301S  
Winter Haven , FL 33823

Bond No. 5827358  
Polk County FL, Obligee  
Bid 25-205 Specialty Care and Children Home Society Roof Replacement, as project

Dear Ladies and Gentlemen:

Please supply us with the following information for the above captioned final bond:

Executed Contract with Date: X \_\_\_\_\_

This letter is also giving **1<sup>st</sup> Class Roofing, Inc.**, as Principal and/or **Polk County, FL** as Obligee, the authority to complete these bonds by dating the bonds with the contract date, execution and Power of Attorney dates. **The contract date MAY BE THE SAME date as the execution of the bond or PRIOR to the execution date of the bonds.**

We will forward this information onto your surety company upon our receipt. Please return as soon as possible.

Thank you for your cooperation.

Sincerely,  
Great American Insurance Company

  
Kevin R. Wojtowicz  
Attorney-in-Fact

PUBLIC CONSTRUCTION  
**EXHIBIT II: PERFORMANCE BOND and Public Conditional PAYMENT BOND**  
**FRONT PAGE**

**F.S. CHAPTER 255.05**

BOND NO.: 5827358

CONTRACTOR NAME: 1st Class Roofing, Inc.

CONTRACTOR ADDRESS: 1815 Thorhill Rd, Suite 2015, Auburndale FL 33823

CONTRACTOR PHONE NO: 863-324-4043

SURETY COMPANY: Great American Insurance Company  
301 E Fourth Street, Cincinnati OH 45202  
PH: 513-369-5000

OWNER NAME: Polk County, a political subdivision of the State of Florida

OWNER ADDRESS: 330 W. Church St  
Bartow, FL 33830

OWNER PHONE NO: (863) 534-6757

OBLIGEE NAME: (if  
contracting entity is different  
from the owner, the contracting  
public entity) N/A

OBLIGEE ADDRESS: N/A

OBLIGEE PHONE NO: \_\_\_\_\_

BOND AMOUNT: \$ 850,500.00

CONTRACT NUMBER: Bid 25-205

GENERAL DESCRIPTION  
OF PROJECT: Polk County Specialty Care And Children Home  
Society Roof Replacement

PROJECT LOCATION: 2135 Marshall Edwards Dr., Bartow FL 33830

**EXHIBIT II (cont'd): PERFORMANCE BOND**

KNOW ALL MEN BY THESE PRESENTS: That 1st Class Roofing, Inc., as Principal, and Great American Insurance Company, as Surety, located at 301 E Fourth Street, Cincinnati OH 45202 (Business Address) are held and firmly bound unto Polk County, a political subdivision of the State of Florida, as Obligee, in the sum of Dollars (\$ 850,500.00 ) in lawful currency of the United States, for the payment whereof we bind ourselves, successors, and assigns, jointly and severally, firmly by these presents.

**\*\*Eight Hundred Fifty Thousand Five Hundred and 00/100\*\***  
THE CONDITION OF THIS BOND is that if the Principal:

1. Promptly, faithfully, efficiently and fully performs all work, services, duties and obligations set forth and described in that certain purchase order dated \_\_\_\_\_, 2025 (the "Purchase Order") between Principal and Obligee for roof replacement at the Specialty Care and Children Home Society building, at the times and in the manner proscribed in the Purchase Order; and
2. Pays Obligee all losses, damages (liquidated or actual), expenses, costs, and attorney's fees, including, without limitation, costs and attorney's fees on appeal, that Obligee sustains resulting directly or indirectly from any breach or default by Principal under the Purchase Order; and
3. Performs the guarantee of all work and materials furnished under the Purchase Order for the time specified therein; and
4. Satisfies all claims and demands incurred under the Purchase Order, and fully indemnifies and holds harmless the Obligee from all costs and damages which it may suffer by reason or failure to do so;

then the Surety shall have no obligation under this Performance Bond.

In the event that the Principal shall fail to perform any of the terms, covenants and conditions of the Purchase Order during the period in which this Performance Bond is in effect, the Surety shall remain liable to the Obligee for all such loss or damage (including reasonable attorney's fees and costs and attorney's fees on appeal) resulting from any failure to perform up to the amount of the sum stated above.

In the event that the Surety fails to fulfill its obligations under this Performance Bond, then the Surety shall also indemnify and hold the Obligee harmless from any and all loss, damage, cost and expense, including reasonable attorney's fees and costs for all trial and appellate proceedings, resulting directly or indirectly from the Surety's failure to fulfill its obligations hereunder. This paragraph shall survive the termination or cancellation of this Performance Bond.

The Surety, for value received, hereby stipulates and agrees that its obligations hereunder shall be direct and immediate and not conditional or contingent upon the Obligee's pursuit of its remedies against Principal, shall remain in full force and effect notwithstanding (i) amendments or modifications to the Purchase Order entered into by

Bond No. 5827358

Bid 25-205 Specialty Care and Children Home Society Roof Replacement

Obligee and Principal without the Surety's knowledge or consent (ii) waivers of compliance with or any default under the Purchase Order granted by Obligee to Principal without the Surety's knowledge or consent, or (iii) the discharge of Principal from its obligations under the Purchase Order as a result of any proceeding initiated under the Bankruptcy code of 1978, as the same may be amended, or any similar state or federal law, or any limitation of the liability of Principal or its estate as a result of any proceeding.

Any changes in or under the Purchase Order and compliance or non-compliance with any formalities connected with the Purchase Order or the changes shall not affect Surety's obligation under this Performance Bond. The Principal shall notify the Surety of all such changes.

Reference is hereby made to Section 255.05, Florida Statutes, and to the notice and time limitation provisions thereof.

IN WITNESS WHEREOF, this instrument is executed this \_\_\_\_\_ day of \_\_\_\_\_, 2025

ATTEST: PRINCIPAL: 1st Class Roofing, Inc.  
 BY: *Davonna Roberts* (SEAL)  
 Witness: *Alan Mc* Authorized Signature (Principal)  
 Printed Name: Davonna J Roberts  
 Witness: *Chris Cyger* Title of Person Signing Above: President

ATTEST: SURETY: Great American Insurance Company  
 Printed Name: Kevin Wojtowicz  
 Witness: *Eileen Heard* Attorney in Fact and Florida Licensed Resident Agent  
 Eileen Heard, Surety Witness *Kevin* (SEAL)  
 Witness: *Margie Schulz* Printed Name Acisure, LLC  
 Margie Schulz, Surety Witness Business Address 1000 Central Ave, #200, St. Petersburg FL 33705

NOTE: Date of the Performance Bond must not be prior to date of Purchase Order. If Contractor is Partnership, all partners should execute Bond.

Important: Surety companies executing Bonds must appear on the Treasury Department's most current list (Circular 570 as amended) and be authorized to transact business in the State of Florida. Attach a certified copy of Power-of-Attorney appointing individual Attorney-in-Fact for execution of Performance Bond on behalf of Surety.

PUBLIC CONDITIONAL

**EXHIBIT III: PAYMENT BOND**

KNOW ALL MEN BY THESE PRESENTS: That 1st Class Roofing, Inc., as Principal, and Great American Insurance Company as Surety, located at 301 E Fourth Street, Cincinnati OH 45202

(Business Address) are held and firmly bound unto Polk County, a political subdivision of the State of Florida, as Obligee in the sum of Eight Hundred Fifty Thousand Five Hundred and 00/100 Dollars (\$850,500.00) in lawful currency of the United States, for the payment whereof we bind ourselves, successors, and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS BOND is that if the Principal:

1. Promptly makes payments to all claimants, as defined in Section 255.05(1), Florida Statutes, supplying Principal with labor, materials, or supplies, used directly or indirectly by Principal in the prosecution of the work provided under and in accordance with that certain purchase order dated \_\_\_\_\_, 2025 (the "Purchase Order") between Principal and Obligee for;  
Bid 25-205 Specialty Care and Children Home Society Roof Replacement

then the Surety shall have no obligation under this Payment Bond.

Any action instituted by a claimant under this bond for payment must be in accordance with the notice and time limitation provisions in Section 255.05(2), Florida Statutes.

In the event that the Principal shall fail to promptly make payment to any claimant as described above during the period in which this Payment Bond is in effect, the Surety shall remain liable to the Obligee for all such loss or damage (including reasonable attorney's fees and costs and attorney's fees on appeal) resulting from any such failure up to the amount of the sum stated above.

In the event that the Surety fails to fulfill its obligations under this Payment Bond, then the Surety shall also indemnify and hold the Obligee harmless from any and all loss, damage, cost and expense, including reasonable attorney's fees and costs for all trial and appellate proceedings, resulting directly or indirectly from the Surety's failure to fulfill its obligations hereunder. This paragraph shall survive the termination or cancellation of this Payment Bond.

The Surety, for value received, hereby stipulates and agrees that its obligations hereunder shall be direct and immediate and not conditional or contingent upon the Obligee's pursuit of its remedies against Principal, shall remain in full force and effect notwithstanding (i) amendments or modifications to the Purchase Order entered into by Obligee and Principal without the Surety's knowledge or consent (ii) waivers of compliance with or any default under the Purchase Order granted by Obligee to Principal without the Surety's knowledge or consent, or (iii) the discharge of Principal from its obligations under the Purchase Order as a result of any proceeding initiated under the Bankruptcy code of 1978, as the same may be amended, or any similar state or federal law, or any limitation of the liability of Principal or its estate as a result of any proceeding.

Bond No. 5827358

Bid 25-205 Specialty Care and Children Home Society Roof Replacement

Any changes in or under the Purchase Order and compliance or non-compliance with any formalities connected with the Purchase Order or the changes does not affect Surety's obligation under this Payment Bond. The Principal shall notify the Surety of all such changes.

Reference is hereby made to Section 255.05, Florida Statutes, and to the notice and time limitation provisions thereof.

IN WITNESS WHEREOF, this instrument is executed this \_\_\_\_\_ day of \_\_\_\_\_, 2025

ATTEST: PRINCIPAL: 1st Class Roofing, Inc.

Witness [Signature] BY: [Signature] (SEAL)  
Authorized Signature (Principal)

Witness [Signature] Printed Name Doronna J. Roberts  
President.

Title of Person Signing Above

ATTEST: SURETY: Great American Insurance Company

Printed Name

Witness [Signature] Attorney in Fact and Florida Licensed Resident Agent

Witness [Signature] (SEAL)  
Printed Name Kevin Wojtowicz

Acrisure, LLC, 1000 Central Ave, #200,  
St. Petersburg FL 33705  
Business Address

NOTE: Date of the Payment Bond must not be prior to date of Purchase Order. If Contractor is Partnership, all partners should execute Bond.

Important: Surety companies executing Bonds must appear on the Treasury Department's most current list (Circular 570 as amended) and be authorized to transaction business in the State of Florida. Attach a certified copy of Power-of-Attorney appointing individual Attorney-in-Fact for execution of Payment Bond on behalf of Surety.

Bond No. 5827358

Bid 25-205 Specialty Care and Children Home Society Roof Replacement

**EXHIBIT IV: PAYMENT OF STORED MATERIALS**

As regards payment for stored materials on Bid # 25-205, and the inclusion by 1st Class Roofing, Inc. (Principal) in Applications for Payment to Polk County, a political subdivision of the State of Florida (County) without evidence that those stored materials have been paid for by Principal, Surety hereby pledges:

**AS TO THE PERFORMANCE BOND:**

Surety acknowledges that materials will be stored on site or at a site agreeable to the County for use or incorporation in the project referenced herein. Surety agrees to remain obligated under the Performance Bond for the failure or default by Principal for any reason to timely use or incorporate the materials in the project. This certification applies to both the materials and associated labor with respect to Principal's obligation to timely complete the project according to the contract specifications.

**AS TO THE LABOR AND MATERIALS PAYMENT BOND:**

Surety acknowledges that materials will be stored on site or at a site agreeable to the County for use or incorporation in the project referenced herein. Surety agrees to remain obligated under the Labor and Materials Payment Bond to ensure that all materialmen, laborers, suppliers, and subcontractors having claims or disputes pertaining to the procurement and properly authorized storage of these materials are promptly paid by Principal.

Entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2025 by Great American Insurance Company

\_\_\_\_\_ (Name of Surety)



Authorized signature of Surety

Kevin Wojtowicz, Attorney in fact  
and Florida Licensed Resident Agent

**PUBLIC CONSTRUCTION**  
**EXHIBIT II: PERFORMANCE BOND and Public Conditional PAYMENT BOND**  
**FRONT PAGE**

**F.S. CHAPTER 255.05**

BOND NO.: 5827358

CONTRACTOR NAME: 1st Class Roofing, Inc.

CONTRACTOR ADDRESS: 1815 Thorhill Rd, Suite 2015, Auburndale FL 33823

CONTRACTOR PHONE NO: 863-324-4043

SURETY COMPANY: Great American Insurance Company  
301 E Fourth Street, Cincinnati OH 45202  
PH: 513-369-5000

OWNER NAME: Polk County, a political subdivision of the State of Florida

OWNER ADDRESS: 330 W. Church St  
Bartow, FL 33830

OWNER PHONE NO: (863) 534-6757

OBLIGEE NAME: (if  
contracting entity is different  
from the owner, the contracting  
public entity) N/A

OBLIGEE ADDRESS: N/A

OBLIGEE PHONE NO: \_\_\_\_\_

BOND AMOUNT: \$ 850,500.00

CONTRACT NUMBER: Bid 25-205

GENERAL DESCRIPTION  
OF PROJECT: Polk County Specialty Care And Children Home  
Society Roof Replacement

PROJECT LOCATION: 2135 Marshall Edwards Dr., Bartow FL 33830

**EXHIBIT II (cont'd): PERFORMANCE BOND**

KNOW ALL MEN BY THESE PRESENTS: That 1st Class Roofing, Inc., as Principal, and Great American Insurance Company, as Surety, located at 301 E Fourth Street, Cincinnati OH 45202

(Business Address) are held and firmly bound unto Polk County, a political subdivision of the State of Florida, as Obligee, in the sum of Dollars (\$ 850,500.00) in lawful currency of the United States, for the payment whereof we bind ourselves, successors, and assigns, jointly and severally, firmly by these presents.

**\*\*Eight Hundred Fifty Thousand Five Hundred and 00/100\*\***  
THE CONDITION OF THIS BOND is that if the Principal:

1. Promptly, faithfully, efficiently and fully performs all work, services, duties and obligations set forth and described in that certain purchase order dated \_\_\_\_\_, 2025 (the "Purchase Order") between Principal and Obligee for roof replacement at the Specialty Care and Children Home Society building, at the times and in the manner proscribed in the Purchase Order; and
2. Pays Obligee all losses, damages (liquidated or actual), expenses, costs, and attorney's fees, including, without limitation, costs and attorney's fees on appeal, that Obligee sustains resulting directly or indirectly from any breach or default by Principal under the Purchase Order; and
3. Performs the guarantee of all work and materials furnished under the Purchase Order for the time specified therein; and
4. Satisfies all claims and demands incurred under the Purchase Order, and fully indemnifies and holds harmless the Obligee from all costs and damages which it may suffer by reason or failure to do so;

then the Surety shall have no obligation under this Performance Bond.

In the event that the Principal shall fail to perform any of the terms, covenants and conditions of the Purchase Order during the period in which this Performance Bond is in effect, the Surety shall remain liable to the Obligee for all such loss or damage (including reasonable attorney's fees and costs and attorney's fees on appeal) resulting from any failure to perform up to the amount of the sum stated above.

In the event that the Surety fails to fulfill its obligations under this Performance Bond, then the Surety shall also indemnify and hold the Obligee harmless from any and all loss, damage, cost and expense, including reasonable attorney's fees and costs for all trial and appellate proceedings, resulting directly or indirectly from the Surety's failure to fulfill its obligations hereunder. This paragraph shall survive the termination or cancellation of this Performance Bond.

The Surety, for value received, hereby stipulates and agrees that its obligations hereunder shall be direct and immediate and not conditional or contingent upon the Obligee's pursuit of its remedies against Principal, shall remain in full force and effect notwithstanding (i) amendments or modifications to the Purchase Order entered into by

Bond No. 5827358

Bid 25-205 Specialty Care and Children Home Society Roof Replacement

Obligee and Principal without the Surety's knowledge or consent (ii) waivers of compliance with or any default under the Purchase Order granted by Obligee to Principal without the Surety's knowledge or consent, or (iii) the discharge of Principal from its obligations under the Purchase Order as a result of any proceeding initiated under the Bankruptcy code of 1978, as the same may be amended, or any similar state or federal law, or any limitation of the liability of Principal or its estate as a result of any proceeding.

Any changes in or under the Purchase Order and compliance or non-compliance with any formalities connected with the Purchase Order or the changes shall not affect Surety's obligation under this Performance Bond. The Principal shall notify the Surety of all such changes.

Reference is hereby made to Section 255.05, Florida Statutes, and to the notice and time limitation provisions thereof.

IN WITNESS WHEREOF, this instrument is executed this \_\_\_\_\_ day of \_\_\_\_\_, 2025

ATTEST:

PRINCIPAL: 1st Class Roofing, Inc.

Witness: [Signature]

BY: [Signature] (SEAL)

Authorized Signature (Principal)

Printed Name: Davonna J Roberts

Witness: [Signature]

Title of Person Signing Above: President

ATTEST:

SURETY: Great American Insurance Company

Witness: [Signature]  
Eileen Heard, Surety Witness

Printed Name: Kevin Wojtowicz

Attorney in Fact and Florida Licensed Resident Agent

[Signature] (SEAL)

Witness: [Signature]  
Margie Schulz, Surety Witness

Printed Name Acrisure, LLC

Business Address 1000 Central Ave, #200,  
St. Petersburg FL 33705

NOTE: Date of the Performance Bond must not be prior to date of Purchase Order. If Contractor is Partnership, all partners should execute Bond.

Important: Surety companies executing Bonds must appear on the Treasury Department's most current list (Circular 570 as amended) and be authorized to transaction business in the State of Florida. Attach a certified copy of Power-of-Arrowy appointing individual Attorney-in-Fact for execution of Performance Bond on behalf of Surety.

**PUBLIC CONDITIONAL**

**EXHIBIT III: PAYMENT BOND**

KNOW ALL MEN BY THESE PRESENTS: That 1st Class Roofing, Inc., as Principal, and Great American Insurance Company as Surety, located at 301 E Fourth Street, Cincinnati OH 45202

(Business Address) are held and firmly bound unto Polk County, a political subdivision of the State of Florida, as Obligee in the sum of Eight Hundred Fifty Thousand Five Hundred and 00/100 Dollars (\$850,500.00) in lawful currency of the United States, for the payment whereof we bind ourselves, successors, and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS BOND is that if the Principal:

1. Promptly makes payments to all claimants, as defined in Section 255.05(1), Florida Statutes, supplying Principal with labor, materials, or supplies, used directly or indirectly by Principal in the prosecution of the work provided under and in accordance with that certain purchase order dated \_\_\_\_\_, 2025 (the "Purchase Order") between Principal and Obligee for;  
Bid 25-205 Specialty Care and Children Home Society Roof Replacement

then the Surety shall have no obligation under this Payment Bond.

Any action instituted by a claimant under this bond for payment must be in accordance with the notice and time limitation provisions in Section 255.05(2), Florida Statutes.

In the event that the Principal shall fail to promptly make payment to any claimant as described above during the period in which this Payment Bond is in effect, the Surety shall remain liable to the Obligee for all such loss or damage (including reasonable attorney's fees and costs and attorney's fees on appeal) resulting from any such failure up to the amount of the sum stated above.

In the event that the Surety fails to fulfill its obligations under this Payment Bond, then the Surety shall also indemnify and hold the Obligee harmless from any and all loss, damage, cost and expense, including reasonable attorney's fees and costs for all trial and appellate proceedings, resulting directly or indirectly from the Surety's failure to fulfill its obligations hereunder. This paragraph shall survive the termination or cancellation of this Payment Bond.

The Surety, for value received, hereby stipulates and agrees that its obligations hereunder shall be direct and immediate and not conditional or contingent upon the Obligee's pursuit of its remedies against Principal, shall remain in full force and effect notwithstanding (i) amendments or modifications to the Purchase Order entered into by Obligee and Principal without the Surety's knowledge or consent (ii) waivers of compliance with or any default under the Purchase Order granted by Obligee to Principal without the Surety's knowledge or consent, or (iii) the discharge of Principal from its obligations under the Purchase Order as a result of any proceeding initiated under the Bankruptcy code of 1978, as the same may be amended, or any similar state or federal law, or any limitation of the liability of Principal or its estate as a result of any proceeding.

**Bond No. 5827358**

Bid 25-205 Specialty Care and Children Home Society Roof Replacement

Any changes in or under the Purchase Order and compliance or non-compliance with any formalities connected with the Purchase Order or the changes does not affect Surety's obligation under this Payment Bond. The Principal shall notify the Surety of all such changes.

Reference is hereby made to Section 255.05, Florida Statutes, and to the notice and time limitation provisions thereof.

IN WITNESS WHEREOF, this instrument is executed this \_\_\_\_\_ day of \_\_\_\_\_, 2025

ATTEST: PRINCIPAL: 1st Class Roofing, Inc.

Witness [Signature] BY: Dovonna J Roberts (SEAL)  
Authorized Signature (Principal)

Witness [Signature] Printed Name Dovonna J Roberts  
President

Title of Person Signing Above

ATTEST: SURETY: Great American Insurance Company

Printed Name

Witness [Signature]  
Eileen Heard, Surety Witness

Attorney in Fact and Florida Licensed Resident Agent

Witness [Signature]  
Margie Schulz, Surety Witness

[Signature] (SEAL)  
Printed Name Kevin Wojtowicz

Acrisure, LLC, 1000 Central Ave, #200,  
St. Petersburg FL 33705  
Business Address

NOTE: Date of the Payment Bond must not be prior to date of Purchase Order. If Contractor is Partnership, all partners should execute Bond.

Important: Surety companies executing Bonds must appear on the Treasury Department's most current list (Circular 570 as amended) and be authorized to transaction business in the State of Florida. Attach a certified copy of Power-of-Attorney appointing individual Attorney-in-Fact for execution of Payment Bond on behalf of Surety.

Bond No. 5827358

Bid 25-205 Specialty Care and Children Home Society Roof Replacement

**EXHIBIT IV: PAYMENT OF STORED MATERIALS**

As regards payment for stored materials on Bid # 25-205, and the inclusion by 1st Class Roofing, Inc. (Principal) in Applications for Payment to Polk County, a political subdivision of the State of Florida (County) without evidence that those stored materials have been paid for by Principal, Surety hereby pledges:

**AS TO THE PERFORMANCE BOND:**

Surety acknowledges that materials will be stored on site or at a site agreeable to the County for use or incorporation in the project referenced herein. Surety agrees to remain obligated under the Performance Bond for the failure or default by Principal for any reason to timely use or incorporate the materials in the project. This certification applies to both the materials and associated labor with respect to Principal's obligation to timely complete the project according to the contract specifications.

**AS TO THE LABOR AND MATERIALS PAYMENT BOND:**

Surety acknowledges that materials will be stored on site or at a site agreeable to the County for use or incorporation in the project referenced herein. Surety agrees to remain obligated under the Labor and Materials Payment Bond to ensure that all materialmen, laborers, suppliers, and subcontractors having claims or disputes pertaining to the procurement and properly authorized storage of these materials are promptly paid by Principal.

Entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2025 by Great American Insurance Company  
\_\_\_\_\_ (Name of Surety)



Authorized signature of Surety

Kevin Wojtowicz, Attorney in fact  
and Florida Licensed Resident Agent



**GREAT AMERICAN INSURANCE COMPANY®**

**Administrative Office: 301 E 4TH STREET • CINCINNATI, OHIO 45202 • 513-369-5000 • FAX 513-723-2740**

The number of persons authorized by this power of attorney is not more than **THREE**

No. 0 22713

**POWER OF ATTORNEY**

**KNOW ALL MEN BY THESE PRESENTS:** That the GREAT AMERICAN INSURANCE COMPANY, a corporation organized and existing under and by virtue of the laws of the State of Ohio, does hereby nominate, constitute and appoint the person or persons named below, each individually if more than one is named, its true and lawful attorney-in-fact, for it and in its name, place and stead to execute on behalf of the said Company, as surety, any and all bonds, undertakings and contracts of suretyship, or other written obligations in the nature thereof; provided that the liability of the said Company on any such bond, undertaking or contract of suretyship executed under this authority shall not exceed the limit stated below.

Name	Address	Limit of Power
KEVIN WOJTOWICZ		ALL
JESSICA P. RENO	ALL OF ST. PETERSBURG, FLORIDA	\$100,000,000
ROBERT H. BOND		

This Power of Attorney revokes all previous powers issued on behalf of the attorney(s)-in-fact named above.

IN WITNESS WHEREOF the GREAT AMERICAN INSURANCE COMPANY has caused these presents to be signed and attested by its appropriate officers and its corporate seal hereunto affixed this **6TH** day of **JUNE**, 2025  
Attest **GREAT AMERICAN INSURANCE COMPANY**



*My L C. B.*  
Assistant Secretary

*[Signature]*  
Divisional Senior Vice President

STATE OF OHIO, COUNTY OF HAMILTON - ss:

On this **6TH** day of **JUNE**, 2025

JOHN K. WEBSTER (877-377-2405)

known, being duly sworn, deposes and says that he resides in Cincinnati, Ohio, that he is a Divisional Senior Vice President of the Bond Division of Great American Insurance Company, the Company described in and which executed the above instrument; that he knows the seal of the said Company; that the seal affixed to the said instrument is such corporate seal; that it was so affixed by authority of his office under the By-Laws of said Company, and that he signed his name thereto by like authority.



**SUSAN A KOHORST**  
Notary Public  
State of Ohio  
My Comm. Expires  
May 18, 2030

*Susan A Kohorst*

This Power of Attorney is granted by authority of the following resolutions adopted by the Board of Directors of Great American Insurance Company by unanimous written consent dated June 9, 2008.

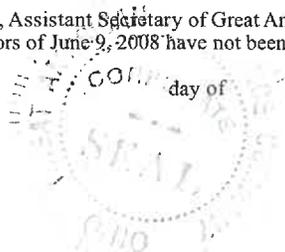
*RESOLVED: That the Divisional President, the several Divisional Senior Vice Presidents, Divisional Vice Presidents and Divisional Assistant Vice Presidents, or any one of them, be and hereby is authorized, from time to time, to appoint one or more Attorneys-in-Fact to execute on behalf of the Company, as surety, any and all bonds, undertakings and contracts of suretyship, or other written obligations in the nature thereof; to prescribe their respective duties and the respective limits of their authority; and to revoke any such appointment at any time.*

*RESOLVED FURTHER: That the Company seal and the signature of any of the aforesaid officers and any Secretary or Assistant Secretary of the Company may be affixed by facsimile to any power of attorney or certificate of either given for the execution of any bond, undertaking, contract of suretyship, or other written obligation in the nature thereof, such signature and seal when so used being hereby adopted by the Company as the original signature of such officer and the original seal of the Company, to be valid and binding upon the Company with the same force and effect as though manually affixed.*

**CERTIFICATION**

I, STEPHEN C. BERAHA, Assistant Secretary of Great American Insurance Company, do hereby certify that the foregoing Power of Attorney and the Resolutions of the Board of Directors of June 9, 2008 have not been revoked and are now in full force and effect.

Signed and sealed this



day of

*2025*



*My L C. B.*  
Assistant Secretary

**PART D – EXHIBITS**

**EXHIBIT I: BID BOND**

KNOW ALL MEN BY THESE PRESENTS, that we 1st Class Roofing, Inc. (hereinafter called the Principal) and Great American Insurance Company (hereinafter called the Surety), a Corporation chartered and existing under the Laws of the State of Ohio, and authorized to do business in the State of Florida, are held and firmly bound unto Polk County, a political subdivision of the State of Florida, in the full and just sum of Five Percent of Amount Bid dollars (\$ 5% of amt bid) good and lawful money of the United States of America, to be paid upon demand of the County, to which payment will and truly be made, we bind ourselves, our heirs, executors, administrators, successors, and assigned jointly and severally and firmly by these presents.

WHEREAS, the Principal is about to submit, or has submitted to the County, a Bid Submittal for the purpose of Bid 25-205, Polk County Specialty Care And Children Home Society Roof Replacement.

NOW THEREFORE, the conditions of this obligation are such if the Bid Submittal is accepted and recommended for award of a contract, the Principal shall, execute a satisfactory contract documents including an executed Performance and Payment Bond payable to County, in the amount of 100 percent (100%) of the total Contract Price, in form and with surety satisfactory to said County, then this obligation to be void, otherwise to be and remaining full force and virtue in law, and the surety shall, upon failure of the Principal to comply with any or all of the foregoing requirements, immediately pay to the aforesaid County, upon demand, the amount of this Bond, in good and lawful money of the United States of America, not as a penalty, but as liquidated damages.

In the event the numerical expression is omitted or expressed as less than five percent (5%) of the total bid price, this figure shall be assumed to be erroneously stated and this bid bond shall be binding upon the Principal and Surety in the amount of five percent (5%) of the total bid price.

IN TESTIMONY THEREOF, the Principal and Surety have caused these presents to be duly signed and sealed this 7th day of May 2025.

ATTEST:

Whitney Howard  
Witness

glu [Signature]  
Witness

PRINCIPAL: 1st Class Roofing, Inc.

BY: Doranna Roberts (SEAL)  
Authorized Signature (Principal)

Doranna J Roberts  
Printed Name

President  
Title of Person Signing Above

ATTEST:

[Signature]  
Witness  
Eileen Heard, Surety Witness

[Signature]  
Witness  
Mergie Schulz, Surety Witness

SURETY: Great American Insurance Company  
Printed Name

BY: Kevin Wojtowicz (SEAL)  
Attorney in Fact  
and Florida Licensed Resident Agent

Kevin Wojtowicz  
Printed Name

Acisure, LLC, 1000 Central Ave, #200,  
St. Petersburg FL 33705  
Business Address

NOTES:

1. Write in the dollar amount of the bond which must be at least five percent (5%) of the amount Bid included in the Submittal.
2. All bonds signed by an agent must be accompanied by a certified copy of such agent's authority to act.

Attorneys-in-fact who sign Bid Bonds or Contract Bonds must file with each bond a certified and effectively dated copy of their power of attorney.

**GREAT AMERICAN INSURANCE COMPANY®**

**Administrative Office: 301 E 4TH STREET • CINCINNATI, OHIO 45202 • 513-369-5000 • FAX 513-723-2740**

The number of persons authorized by this power of attorney is not more than **THREE**

No. 0 21600

**POWER OF ATTORNEY**

**KNOW ALL MEN BY THESE PRESENTS:** That the GREAT AMERICAN INSURANCE COMPANY, a corporation organized and existing under and by virtue of the laws of the State of Ohio, does hereby nominate, constitute and appoint the person or persons named below, each individually if more than one is named, its true and lawful attorney-in-fact, for it and in its name, place and stead to execute on behalf of the said Company, as surety, any and all bonds, undertakings and contracts of suretyship, or other written obligations in the nature thereof; provided that the liability of the said Company on any such bond, undertaking or contract of suretyship executed under this authority shall not exceed the limit stated below.

Name	Address	Limit of Power
KEVIN WOJTOWICZ	ALL OF	ALL
EILEEN C. HEARD	ST. PETERSBURG, FLORIDA	\$100,000,000
JESSICA P. RENO		

This Power of Attorney revokes all previous powers issued on behalf of the attorney(s)-in-fact named above. IN WITNESS WHEREOF the GREAT AMERICAN INSURANCE COMPANY has caused these presents to be signed and attested by its appropriate officers and its corporate seal hereunto affixed this 9TH day of FEBRUARY 2021



*Stephen C. Beraha*  
Assistant Secretary

GREAT AMERICAN INSURANCE COMPANY

*Mark V. Vicario*  
Divisional Senior Vice President

STATE OF OHIO, COUNTY OF HAMILTON - ss:

On this 9TH day of FEBRUARY, 2021, before me personally appeared MARK VICARIO (877-377-2405), being duly sworn, deposes and says that he resides in Cincinnati, Ohio, that he is a Divisional Senior Vice President of the Bond Division of Great American Insurance Company, the Company described in and which executed the above instrument; that he knows the seal of the said Company; that the seal affixed to the said instrument is such corporate seal; that it was so affixed by authority of his office under the By-Laws of said Company, and that he signed his name thereto by like authority.



SUSAN A KOHORST  
Notary Public  
State of Ohio  
My Comm. Expires  
May 18, 2025

*Susan A Kohorst*

This Power of Attorney is granted by authority of the following resolutions adopted by the Board of Directors of Great American Insurance Company by unanimous written consent dated June 9, 2008.

*RESOLVED: That the Divisional President, the several Divisional Senior Vice Presidents, Divisional Vice Presidents and Divisional Assistant Vice Presidents, or any one of them, be and hereby is authorized, from time to time, to appoint one or more Attorneys-in-Fact to execute on behalf of the Company, as surety, any and all bonds, undertakings and contracts of suretyship, or other written obligations in the nature thereof; to prescribe their respective duties and the respective limits of their authority; and to revoke any such appointment at any time.*

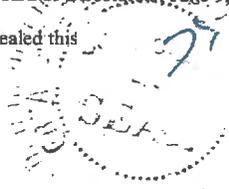
*RESOLVED FURTHER: That the Company seal and the signature of any of the aforesaid officers and any Secretary or Assistant Secretary of the Company may be affixed by facsimile to any power of attorney or certificate of either given for the execution of any bond, undertaking, contract of suretyship, or other written obligation in the nature thereof, such signature and seal when so used being hereby adopted by the Company as the original signature of such officer and the original seal of the Company, to be valid and binding upon the Company with the same force and effect as though manually affixed.*

**CERTIFICATION**

I, STEPHEN C. BERAHA, Assistant Secretary of Great American Insurance Company, do hereby certify that the foregoing Power of Attorney and the Resolutions of the Board of Directors of June 9, 2008 have not been revoked and are now in full force and effect.

Signed and sealed this

day of *May 2025*



*Stephen C. Beraha*  
Assistant Secretary

**Shirah, Tabatha**

---

**From:** Alex Eggers <alex@1stclassroofing.com>  
**Sent:** Monday, June 2, 2025 3:05 PM  
**To:** Shirah, Tabatha  
**Cc:** Brittany Stewart; Dovonna Roberts  
**Subject:** [EXTERNAL]: Fw: 060225 email 1st Class Roofing Bids Polk Co Specialty Care-confirming bid security

Tabatha,

Please accept the email below as confirmation that we are bonded for \$40,500. (5% of the bid amount). Please let me know if you need anything else to issue the intent to award.

Thank you,

---

**From:** Eileen Heard <eheard@nielsonbonds.com>  
**Sent:** Monday, June 2, 2025 2:48 PM  
**To:** Alex Eggers <alex@1stclassroofing.com>; Brittany Stewart <brittany@1stclassroofing.com>  
**Cc:** Devin Phillips <dphillips@acrisure.com>  
**Subject:** 060225 email 1st Class Roofing Bids Polk Co Specialty Care-confirming bid security

Alex,

Allow this email to confirm the bid bond is \$40,500 based on a bid total proposal of \$810,000

Going forward Alex, I will need the specs showing a bid bond requirement, the bid should have been written with a flat amount, we were told it was a 5% bid bond requirement or \$40,500; we choose the 5% in case there is a change in proposal. Your assistance is greatly appreciated!

**If you have any questions, please don't hesitate, have a fabulous one!**

**STAY SAFE,**  
**Yours truly,**  
**Eileen Heard**  
Contract Bond Specialist



1000 Central Avenue  
Suite 200  
St. Petersburg, FL 33705

Email: [eheard@acrisure.com](mailto:eheard@acrisure.com)  
Office: 727-258-0803

<https://payments.myappliedproducts.com/flow/checkout?locale=en-US#session=ff22a81e-ce6e-411f-9ad3-65d32910762d>



**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

**ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS – SCHEDULED PERSON OR ORGANIZATION**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

**SCHEDULE**

Name Of Additional Insured Person(s) Or Organization(s)	Location(s) Of Covered Operations
<p>As required by written, and properly executed, contract prior to loss, if required by your written contract or written agreement with such Additional Insured.</p> <p>The inclusion of one or more Additional Insured(s) under the terms of this endorsement does not increase our limits of liability.</p> <p>All other terms and conditions remain unchanged.</p>	<p>As per written, and properly executed, contract prior to loss, if required by your agreement with such Additional Insured.</p>
<p>Information required to complete this Schedule, if not shown above, will be shown in the Declarations.</p>	

**A. Section II – Who Is An Insured** is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:

1. Your acts or omissions; or
2. The acts or omissions of those acting on your behalf;

in the performance of your ongoing operations for the additional insured(s) at the location(s) designated above.

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

**B.** With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:

This insurance does not apply to "bodily injury" or "property damage" occurring after:

1. All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance, or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or
2. That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

C. With respect to the insurance afforded to these additional insureds, the following is added to **Section III – Limits Of Insurance:**

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or

2. Available under the applicable Limits of Insurance shown in the Declarations; whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

**ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS – COMPLETED OPERATIONS**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART  
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

**SCHEDULE**

Name Of Additional Insured Person(s) Or Organization(s)	Location And Description Of Completed Operations
<p>As required by written, and properly executed, contract prior to loss, if required by your written contract or written agreement with such Additional Insured.</p> <p>The inclusion of one or more Insured(s) under the terms of this endorsement does not increase our limits of liability.</p> <p>All other terms and conditions remain unchanged.</p>	<p>As per written, and properly executed, contract prior to loss, if required by your agreement with such Additional Insured.</p>
<p>Information required to complete this Schedule, if not shown above, will be shown in the Declarations.</p>	

**A. Section II – Who Is An Insured** is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury" or "property damage" caused, in whole or in part, by "your work" at the location designated and described in the Schedule of this endorsement performed for that additional insured and included in the "products-completed operations hazard".

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

**B.** With respect to the insurance afforded to these additional insureds, the following is added to **Section III – Limits Of Insurance:**

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or
2. Available under the applicable Limits of Insurance shown in the Declarations;

whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

## WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART  
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

### SCHEDULE

**Name Of Person Or Organization:**

As required by written, and properly executed, contract prior to loss, if required by your written contract or written agreement with such Additional Insured. If anyone, other than the Additional Insured, provides similar insurance for the Additional Insured, then this insurance will apply as outlined in SECTION IV – COMMERCIAL LIABILITY CONDITIONS, paragraph 4. Other Insurance, subparagraph c. Method of Sharing. The inclusion of one or more Additional Insured(s) under the terms of this endorsement does not increase our limits of liability.

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

The following is added to Paragraph 8. **Transfer Of Rights Of Recovery Against Others To Us** of Section IV – Conditions:

We waive any right of recovery we may have against the person or organization shown in the Schedule above because of payments we make for injury or damage arising out of your ongoing operations or "your work" done under a contract with that person or organization and included in the "products-completed operations hazard". This waiver applies only to the person or organization shown in the Schedule above.

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

## **PRIMARY AND NONCONTRIBUTORY – OTHER INSURANCE CONDITION**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART  
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

The following is added to the **Other Insurance** Condition and supersedes any provision to the contrary:

### **Primary And Noncontributory Insurance**

This insurance is primary to and will not seek contribution from any other insurance available to an additional insured under your policy provided that:

- (1) The additional insured is a Named Insured under such other insurance; and

- (2) You have agreed in writing in a contract or agreement that this insurance would be primary and would not seek contribution from any other insurance available to the additional insured.

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.****DESIGNATED CONSTRUCTION PROJECT(S)  
GENERAL AGGREGATE LIMIT**

This endorsement modifies insurance provided under the following:

## COMMERCIAL GENERAL LIABILITY COVERAGE PART

## SCHEDULE

Designated Construction Projects:

**EACH OF YOUR CONSTRUCTION PROJECTS LOCATED AWAY FROM PREMISES OWNED BY OR RENTED TO YOU.**

(if no entry appears above, information required to complete this endorsement will be shown in the Declarations as applicable to this endorsement.)

- A.** For all sums which the insured becomes legally obligated to pay as damages caused by “occurrences” under COVERAGE A (SECTION I), and for all medical expenses caused by accidents under COVERAGE C (SECTION I), which can be attributed only to ongoing operations at a single designated construction project shown in the Schedule above:
1. A separate Designated Construction Project General Aggregate Limit applies to each designated construction project, and that limit is equal to the amount of the General Aggregate Limit shown in the Declarations.
  2. The Designated Construction Project General Aggregate Limit is the most we will pay for the sum of all damages under COVERAGE A, except damages because of “bodily injury” or “property damage” included in the “products-completed operations hazard”, and for medical expenses under COVERAGE C regardless of the number of:
    - a. Insureds;
    - b. Claims made or “suits” brought; or
    - c. Persons or organizations making claims or bringing “suits”.
  3. Any payments made under COVERAGE A for damages or under COVERAGE C for medical expenses shall reduce the Designated Construction Project General Aggregate Limit for that designated construction project. Such payments shall not reduce the General Aggregate Limit shown in the Declarations nor shall they reduce any other Designated Construction Project General Aggregate Limit for any other designated construction project shown in the Schedule above.
  4. The limits shown in the Declarations for Each Occurrence, Fire Damage and Medical Expense continue to apply. However, instead of being subject to the General Aggregate Limit shown in the Declarations, such limits will be subject to the applicable Designated Construction Project General Aggregate Limit.
- B.** For all sums which the insured becomes legally obligated to pay as damages caused by “occurrences” under COVERAGE A (SECTION I), and for all medical expenses caused by accidents under COVERAGE C (SECTION I), which cannot be attributed only to ongoing operations at a single designated construction project shown in the Schedule above:
1. Any payments made under COVERAGE A for damages or under COVERAGE C for medical expenses shall reduce the amount available under the General Aggregate Limit or the Products-Completed Operations Aggregate Limit, whichever is applicable; and
  2. Such payments shall not reduce any Designated Construction Project General Aggregate Limit.
- C.** When coverage for liability arising out of the “products-completed operations hazard” is provided, any payments for damages because of “bodily injury” or “property damage” included in the “products-completed operations hazard” will reduce the Products-Completed Operations Aggregate Limit, and not reduce the General Aggregate Limit nor the Designated Construction Project General Aggregate Limit.
- D.** If the applicable designated construction project has been abandoned, delayed, or abandoned and then restarted, or if the authorized contracting parties deviate from plans, blueprints, designs, specifications or timetables, the project will still be deemed to be the same construction project.
- E.** The provisions of Limits Of Insurance (SECTION III) not otherwise modified by this endorsement shall continue to apply as stipulated.

**WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT**

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule. (This agreement applies only to the extent that you perform work under a written contract that requires you to obtain this agreement from us.)

This agreement shall not operate directly or indirectly to benefit anyone not named in the Schedule.

Schedule

\*Blanket Waiver of Subrogation Applies\*

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.

Date Prepared: April 10, 2025

Carrier: Bridgefield Casualty Insurance Company

Effective Date of Endorsement: June 10, 2025

Policy Number: 196-55392

Countersigned by:

A handwritten signature in black ink, consisting of a large, stylized 'S' followed by a horizontal line and a small flourish at the end.

Insured: 1st Class Roofing, Inc.

**WC 00 03 13** (Ed. 4-84)

# AM Best Rating Services

## Summit Specialty Insurance Company

BestLink  AMB #: 020950 NAIC #: 16889 FEIN #: 853228374  
 Mailing Address  
 325 N. St. Paul Street #900  
 Dallas, Texas 75201-3801  
[United States](#)

Web: [www.realigninsurance.com](http://www.realigninsurance.com)  
 Phone: 469-357-6300  
[View Additional Address Information](#)

**AM Best Rating Unit:** [AMB # 018536 - ReAlign Insurance Group](#)  
 Assigned to insurance companies that have, in our opinion, an excellent ability to meet their ongoing insurance obligations.



View additional [news, reports and products](#) for this company.

Based on AM Best's analysis, [044759 - McCarthy Group, LLC](#) is the AMB Ultimate Parent and identifies the topmost entity of the corporate structure. View a list of [operating insurance entities](#) in this structure.

### Best's Credit Ratings

#### Financial Strength View Definition

Rating (Rating Category): A (Excellent)  
 Affiliation Code: p (Public)  
 Outlook (or Implication): Negative  
 Action: Affirmed  
 Effective Date: October 15, 2024  
 Initial Rating Date: January 14, 2021

#### Best's Credit Rating Analyst

Rating Office: A.M. Best Rating Services, Inc.  
 Financial Analyst: E. Lauren Magro  
 Senior Director: Richard Adamello  
*Note: See the Disclosure Information Form or Press Release below for the office and analyst at the time of the rating event.*

#### Disclosure Information

**Disclosure Information Form**  
[View AM Best's Rating Disclosure Form](#)  
[View AM Best's Rating Review Form](#)

#### Long-Term Issuer Credit View Definition

Rating (Rating Category): a (Excellent)  
 Outlook (or Implication): Negative  
 Action: Affirmed  
 Effective Date: October 15, 2024  
 Initial Rating Date: January 14, 2021

#### Financial Size Category View Definition

Financial Size Category: VI (USD 60 Million to Less than 100 Million)

Denotes [Under Review Best's Rating](#)

### Rating History

A.M. Best has provided ratings & analysis on this company since 2021.

#### Financial Strength Rating

Effective Date	Rating
October 15, 2024	A
September 15, 2023	A
August 09, 2022	A
July 21, 2021	A
January 14, 2021	A

#### Long-Term Issuer Credit Rating

Effective Date	Rating
October 15, 2024	a
September 15, 2023	a
August 09, 2022	a
July 21, 2021	a
January 14, 2021	a

### Related Financial and Analytical Data

The following links provide access to related data records that AM Best utilizes to provide financial and analytical data on a consolidated or branch basis.

AMB #	Company Name	Company Description
<a href="#">018536</a>	ReAlign Insurance Group (S) <a href="#">Rating Unit</a>	Represents the AM Best Consolidated financials for the Property/Casualty business of this legal entity.

### Best's Credit & Financial Reports



[Best's Credit Report](#) - financial data included in Best's Credit Report reflects the data used in determining the current credit rating(s) for AM Best Rating Unit: AMB #: [018536 - ReAlign Insurance Group](#).



[Best's Financial Report](#) - financial data included in Best's Financial Report reflects the most current data available to AM Best, including updated financial exhibits and additional company information, and is available to subscribers of Best's Insurance Reports.



[Best's Financial Report - Archive](#) - reports which were released prior to the current Best's Financial Report.

Ascendant Commercial Insurance Incorporated

BestLink: A AMB #: 014123 NAIC #: 13663 FEN #: 270835484

Domiciliary Address
2199 Ponce de Leon Blvd, Suite 500
Coral Gables, Florida 33134
United States

Web: www.acicompanies.com
Phone: 305-820-4360
Fax: 305-675-8435

Status assigned to insurance companies that are not rated; may include previously rated insurance companies or insurance companies that have never been rated by AM Best.

View additional news, reports and products for this company.

Based on AM Best's analysis, 044473 - Ascendant Holdings, LLC is the AMB Ultimate Parent and identifies the topmost entity of the corporate structure. View a list of operating insurance entities in this structure.

Best's Credit Ratings

Financial Strength View Definition

NR (Not Rated)

Long-Term Issuer Credit View Definition

nr (Not Rated)

u Denotes Under Review Best's Rating

Best's Credit & Financial Reports



Best's Credit Report - Archive - reports which were released prior to the current Best's Credit Report.



Best's Financial Report - financial data included in Best's Financial Report reflects the most current data available to AM Best, including updated financial exhibits and additional company information, and is available to subscribers of Best's Insurance Reports.



Best's Financial Report - Archive - reports which were released prior to the current Best's Financial Report.

View additional news, reports and products for this company.

European Union Disclosures

A.M. Best (EU) Rating Services B.V. (AMB-EU), a subsidiary of A.M. Best Rating Services, Inc., is an External Credit Assessment Institution (ECAI) in the EU. Therefore, credit ratings issued and endorsed by AMB-EU may be used for regulatory purposes in the EU as per Directive 2013/36/EU.

United Kingdom Disclosures

A.M. Best - Europe Rating Services Limited (AMBERS), a subsidiary of A.M. Best Rating Services, Inc., is an External Credit Assessment Institution (ECAI) in the United Kingdom (UK). Therefore, Credit Ratings issued and endorsed by AMBERS may be used for regulatory purposes in the United Kingdom as per the Credit Rating Agencies (Amendment, etc.) (EU Exit) Regulations 2019.

Australian Disclosures

A.M. Best Asia-Pacific (Singapore) Pte. Ltd. (AMBAPS), Australian Registered Body Number (ARBN No. 3548828345), is a private limited company incorporated and domiciled in Singapore. AMBAPS is a wholesale Australian Financial Services (AFS) Licence holder (AFS No. 540286) under the Corporations Act 2001. Credit ratings emanating from AMBAPS are not intended for and must not be distributed to any person in Australia other than a wholesale client as defined in Chapter 7 of the Corporations Act. AMBAPS does not authorize its Credit Ratings to be disseminated by a third-party in a manner that could reasonably be regarded as being intended to influence a retail client in making a decision in relation to a particular product or class of financial product. AMBAPS Credit Ratings are intended for wholesale clients only, as defined.

Credit Ratings determined and disseminated by AMBAPS are the opinion of AMBAPS only and not any specific credit analyst. AMBAPS Credit Ratings are statements of opinion and not statements of fact. They are not recommendations to buy, hold or sell any securities or any other form of financial product, including insurance policies and are not a recommendation to be used to make investment/purchasing decisions.

Dubai Disclosures

A.M. Best Europe - Rating Services Ltd. - DFC Branch is a Credit Rating Agency registered with and regulated by the Dubai Financial Services Authority (DFSA).

Important Notice: AM Best's Credit Ratings are independent and objective opinions, not statements of fact. AM Best is not an Investment Advisor, does not offer investment advice of any kind, nor does the company or its Ratings Analysts offer any form of structuring or financial advice. AM Best's credit opinions are not recommendations to buy, sell or hold securities, or to make any other investment decisions. For additional information regarding the use and limitations of credit rating opinions, as well as the rating process, information requirements and other rating related terms and definitions, please view Guide to Best's Credit Ratings.

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Bridgefield Casualty Insurance Company

BestLink  AMB #: 011812 NAIC #: 10335 FEIN #: 003289531

Mailing Address

117 N. Massachusetts Avenue  
Lakeland, Florida 33801  
[United States](#)

Web: [www.summit Holdings.com](http://www.summit Holdings.com)

Phone: 863-665-6060

Fax: 513-368-6830

[View Additional Address Information](#)

AM Best Rating Unit: [AMB #: 003012 - Great American Contemporary Pool](#)

Assigned to insurance companies that have, in our opinion, a superior ability to meet their ongoing insurance obligations.



View additional [news, reports and products](#) for this company.

Based on AM Best's analysis, [058317 - American Financial Group, Inc.](#) is the AMB Ultimate Parent and identifies the topmost entity of the corporate structure. View a list of [operating insurance entities](#) in this structure.

Best's Credit Ratings

Financial Strength View Definition

Rating (Rating Category): A+ (Superior)  
Affiliation Code: r (Reinsured)  
Outlook (or Implication): Stable  
Action: Affirmed  
Effective Date: December 11, 2024  
Initial Rating Date: January 18, 1999

Best's Credit Rating Analyst

Rating Office: A.M. Best Rating Services, Inc.  
Associate Director: Raymond Thomson, CPCU, ARe, ARM  
Director: Donella Piles  
**Note:** See the Disclosure Information Form or Press Release below for the office and analyst at the time of the rating event.

Disclosure Information

Disclosure Information Form  
View AM Best's [Rating Disclosure Form](#)

Press Release  
[AM Best Affirms Credit Ratings of American Financial Group, Inc. and Its Key Operating Subsidiaries](#)  
December 11, 2024

Long-Term Issuer Credit View Definition

Rating (Rating Category): aa- (Superior)  
Outlook (or Implication): Stable  
Action: Affirmed  
Effective Date: December 11, 2024  
Initial Rating Date: January 25, 2006

Financial Size Category View Definition

Financial Size Category: X (USD 500 Million to Less than 750 Million)

u Denotes [Under Review Best's Rating](#)

Rating History

A.M. Best has provided ratings & analysis on this company since 1999.

Financial Strength Rating

Effective Date	Rating
December 11, 2024	A+
December 15, 2023	A+
December 16, 2022	A+
December 03, 2021	A+
October 28, 2020	A+

Long-Term Issuer Credit Rating

Effective Date	Rating
December 11, 2024	aa-
December 15, 2023	aa-
December 16, 2022	aa-
December 03, 2021	aa-
October 28, 2020	aa-

Best's Credit & Financial Reports



[Best's Credit Report](#) - financial data included in Best's Credit Report reflects the data used in determining the current credit rating(s) for AM Best Rating Unit: AMB #: [003012 - Great American Contemporary Pool](#).



[Best's Credit Report - Archive](#) - reports which were released prior to the current Best's Credit Report.



[Best's Financial Report](#) - financial data included in Best's Financial Report reflects the most current data available to AM Best, including updated financial exhibits and additional company information, and is available to subscribers of Best's Insurance Reports.



[Best's Financial Report - Archive](#) - reports which were released prior to the current Best's Financial Report.

View additional [news, reports and products](#) for this company.

**EXHIBIT V: NON-COLLUSION AFFIDAVIT OF PRIME BIDDER**

State of Florida )  
County of Polk ) SS  
Alex Eggers . , being first duly sworn, deposes and says that:

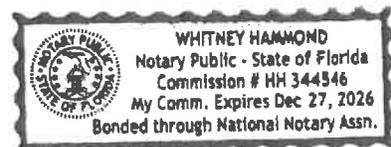
1. They are Project Manager of 1st Class Roofing, Inc., the Bidder that has submitted the attached Bid;
2. They are fully informed respecting the preparation and contents of the attached Bid and of all pertinent circumstance respecting such Bid;
3. Such Bid is genuine and is not a collusive or sham Bid;
4. Neither the said Bidders nor any of their officers, partners, owners, agents, representatives, employees or parties in interest, including this affiant, has in any way colluded, conspired, connived or agreed, directly or indirectly with any other Bidder, firm or person to submit a collusive or sham Bid in connection with such Contract or has in any manner, directly or indirectly, sought by agreement or collusion of communication or conference with any other Bidder, firm or person to fix the price or prices in the attached Bid of any other Bidder, or to fix any overhead, profit or cost element of the Bid Price or the Bid Price of any other Bidder, or to secure through any collusion, conspiracy, connivance or unlawful agreement any advantage against Polk County, a political subdivision of the State of Florida (County) or any person interested in the proposed Contract; and
5. The price or prices quoted in the attached Bid are fair and proper and are not tainted by any collusion, conspiracy, connivance or unlawful agreement on the part of the Bidder or any of its agents, representatives, owners, employees or parties in interest, including this affiant.

Signature: Alex Eggers Title: Project Manager  
STATE OF Florida  
COUNTY OF Polk

The foregoing instrument was acknowledged before me by means of  physical presence or  online notarization, this 6 day of May, 2025, by Alex Eggers (name) as Project Manager (title of officer) of 1st Class Roofing, Inc. (entity name), on behalf of the company, who  is personally known to me or  has produced N/A as identification.

Notary Public Signature: Whitney Hammond  
Printed Name of Notary Public: Whitney Hammond  
Notary Commission Number and Expiration: 12/27/20

(AFFIX NOTARY SEAL)



**EXHIBIT VI: NON-COLLUSION AFFIDAVIT OF SUBCONTRACTOR**

The Contractor shall not execute any agreement with any subcontractor or permit any subcontractor to perform any work included in this Contract until he has submitted a non-collusion affidavit from the subcontractor in substantially the form shown below and has received written approval of subcontractor from Polk County, a political subdivision of the State of Florida (County).

This form must be signed by an authorized signatory of the company.

State of FLORIDA )

SS

County of POLK )

Dovonna Roberts, being first duly sworn, deposes and says that:

1. They are President of 1st Class Roofing, Inc., hereafter referred to as the Subcontractor;  
They are fully informed respecting the preparation and contents of subcontractor's Bid Submittal submitted by the subcontractor to Polk County the Contractor for certain work in connection with Bid: 25-205.
2. Such subcontractor's Bid Submittal is genuine and is not a collusive or sham submittal;
3. Neither the subcontractor nor any of its officers, partners, owners, agents, representatives, employees or parties in interest, including this affiant, has in any way colluded, conspired, connived or agreed, directly or indirectly with any other Bidder, firm or person to submit a collusive or sham Bid Submittal in connection with such Contract or to refrain from submitting a Bid Submittal in connection with such Contract, or has in any manner, directly or indirectly, sought by unlawful agreement or connivance with any other Bidder, firm or person to fix the price or prices in said subcontractor's Bid Submittal or secure through collusion, conspiracy, connivance or unlawful agreement any advantage against the County or any person interested in the proposed Contract; and
4. The price or prices quoted in the subcontractor's Bid Submittal are fair and proper and not tainted by any collusion, conspiracy, connivance or unlawful agreement on the part of the Bidder or any of their agents, representatives, owners, employees or parties in interest, including this affiant.

Signed Dovonna Roberts  
Title President

STATE OF FLORIDA

COUNTY OF POLK

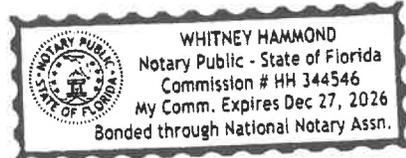
The foregoing instrument was acknowledged before me by means of  physical presence or  online notarization, this 25th day of June, 2025, by Dovonna Roberts (name) as President (title of officer) of 1st Class Roofing INC (entity name), on behalf of the company, who  is personally known to me or  has produced \_\_\_\_\_ as identification.

Notary Public Signature: Whitney Hammond

Printed Name of Notary Public: Whitney Hammond

Notary Commission Number and Expiration: HH 344546 12/27/26

(AFFIX NOTARY SEAL)



**EXHIBT XIX: CERTIFICATE OF COMPLIANCE**

In accordance with Florida Statutes, Chapter 440, the General Contractor hereby states that for projects \$250,000.00 or more, all subcontractors employed to work have workers' compensation insurance in place.

Bid # 25-205

1st Class Roofing, Inc.  
Contractor

*Dovonna Roberts*  
Signature

Dovonna Roberts  
Printed Name of Signer

*June 25, 2025*  
Date



**Bid 25-205, Polk County Specialty Care and Children Home Society Roof Replacement  
Bid Sheet**

**(Submittal page)**

1. Task 1- Children's Home  
Society Building Roof Price \$ 421,200

2. Task 2- Risk Management  
Building Upper Flat Roof  
Price \$ 40,500

3. Task 3- Risk Management  
Building Metal Roof Price \$ 16,200

4. Task 4 - Specialty Care  
Building Roof Price \$ 332,100

**Total Bid Price (Basis of Award)** \$ 810,000

All labor, material, supervision, tools/equipment, sales tax, and OH&P are to be incorporated into all unit pricing.

**Contractor's Profit:** (% of total that represents the contractor's profit) 20 %

**Vendors Signature:** Alex Eggers



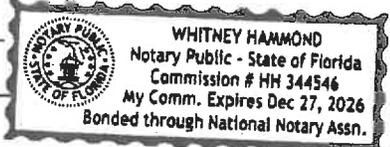
**ACKNOWLEDGEMENT OF CONTRACTOR, IF A CORPORATION**

STATE OF Florida COUNTY OF Polk The foregoing instrument was acknowledged before me by means of  physical presence or  online notarization this 10th day of May 2025, by Alex Eggers (name) as a project manager title of officer) of 1st Class Roofing (entity name), on behalf of the company, who  is personally known to me or  has produced \_\_\_\_\_ as identification.

Notary Public Signature: Whitney Hammond

Printed Name of Notary Public: Whitney Hammond

Notary Commission Number and Expiration: 12/27/26



(AFFIX NOTARY SEAL)

**ACKNOWLEDGEMENT OF CONTRACTOR, IF A LIMITED LIABILITY COMPANY**

STATE OF \_\_\_\_\_ COUNTY OF \_\_\_\_\_ The foregoing instrument was acknowledged before me by means of  physical presence or  online notarization this \_\_\_\_\_ day of \_\_\_\_\_ 202 , by \_\_\_\_\_ (name) as \_\_\_\_\_ (title of officer) of the Company, pursuant to the powers conferred \_\_\_\_\_ (entity name), on behalf of the company, who  is personally known to me or  has produced \_\_\_\_\_ as identification.

Notary Public Signature: \_\_\_\_\_

Printed Name of Notary Public: \_\_\_\_\_

Notary Commission Number and Expiration: \_\_\_\_\_

(AFFIX NOTARY SEAL)

**ACKNOWLEDGEMENT OF FIRM, IF AN INDIVIDUAL**

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

The foregoing instrument was acknowledged before me by means of  physical presence or  online notarization this \_\_\_\_\_ (Date) By \_\_\_\_\_ (Name of acknowledging) who personally appeared before me at the time of notarization, and  is personally known to me or  has produced \_\_\_\_\_ as identification and did certify to have knowledge of the matters in the foregoing instrument and certified the same to be true in all respects. Subscribed and sworn to (or affirmed) before me this \_\_\_\_\_ (Date) .

\_\_\_\_\_  
(Official Notary Signature and Notary Seal)

\_\_\_\_\_  
(Name of Notary typed, printed or stamped)

Commission Number \_\_\_\_\_ Commission Expiration Date \_\_\_\_\_

April 7, 2025

**POLK COUNTY, A POLITICAL SUBDIVISION OF  
THE STATE OF FLORIDA**

**ADDENDUM # 1**

**BID # 25-205, POLK COUNTY SPECIALTY CARE AND CHILDREN HOME  
SOCIETY ROOF REPLACEMENT**

---

This addendum is issued to clarify, add to, revise and/or delete items of the Bid Document for this work. This Addendum is a part of the Bid Document and acknowledgment of its receipt shall be noted on the Addendum.

Contained within this addendum: Rescheduled Pre-Bid Meeting/Site-Visit.

The **MANDATORY** pre-bid meeting and site-visit scheduled for Thursday, April 10, 2025 has been **rescheduled**. Please see below for revised information:

A **MANDATORY** pre-bid meeting will be held **Tuesday, April 15, 2025, at 9:00 a.m.** in the Specialty Care/Children Home Society Building, located at 2135 Marshall Edwards Drive, Bartow, FL 33830. A **MANDATORY** site visit will immediately follow. An authorized representative or agent of the Bidder must be present at this meeting, as evidenced by their signature on the meeting's sign-in sheet, or the Bidder's Submittal will be considered non-responsive.

Respectfully,

*Tabatha Shirah*

Procurement Analyst  
Procurement Division

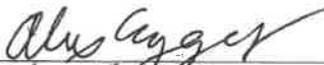
**This Addendum sheet should be signed and submitted with your bid submittal. This is the only acknowledgment required.**

Signature

Printed Name:

Title:

Company:

  
\_\_\_\_\_  
Alex Eggers  
\_\_\_\_\_  
Project Manager  
\_\_\_\_\_  
1st Class Roofing, Inc.  
\_\_\_\_\_

April 15, 2025

**POLK COUNTY, A POLITICAL SUBDIVISION OF  
THE STATE OF FLORIDA**

**ADDENDUM # 2**

**BID # 25-205, POLK COUNTY SPECIALTY CARE AND CHILDREN HOME  
SOCIETY ROOF REPLACEMENT**

---

This addendum is issued to clarify, add to, revise and/or delete items of the Bid Document for this work. This Addendum is a part of the Bid Document and acknowledgment of its receipt shall be noted on the Addendum.

Contained within this addendum: Additional site-visit information.

**Non-mandatory** additional site-visit will be held Wednesday, April 16, 2025, at 8:00 a.m. in the Specialty Care/Children Home Society Building, located at 2135 Marshall Edwards Drive, Bartow, FL 33830

Only those roofing contractors who attended the Mandatory Pre-Bid/ Site Visit held on Tuesday, April 15, 2025 are eligible to submit a bid. The purpose of this site-visit is to allow vendors to bring subcontractors, take measurements, samples, etc. if they were unable to at the mandatory.

Respectfully,

*Tabatha Shirah*

Procurement Analyst  
Procurement Division

**This Addendum sheet should be signed and submitted with your bid submittal. This is the only acknowledgment required.**

Signature

Printed Name:

Title:

Company:

  
\_\_\_\_\_  
Alex Eggers  
Project Manager  
\_\_\_\_\_  
1st Class Roofing, Inc.  
\_\_\_\_\_

April 24, 2025

**POLK COUNTY, A POLITICAL SUBDIVISION OF  
THE STATE OF FLORIDA**

**ADDENDUM # 3  
BID # 25-205, POLK COUNTY SPECIALTY CARE AND CHILDREN HOME  
SOCIETY ROOF REPLACEMENT**

---

This addendum is issued to clarify, add to, revise and/or delete items of the Bid Document for this work. This Addendum is a part of the Bid Document and acknowledgment of its receipt shall be noted on the Addendum.

Contained within this addendum: Additional site-visit information.

**Non-mandatory** additional site-visit will be held Wednesday, April 30, 2025, at 8:00 a.m. in the Specialty Care/Children Home Society Building, located at 2135 Marshall Edwards Drive, Bartow, FL 33830

Only those roofing contractors who attended the Mandatory Pre-Bid/ Site Visit held on Tuesday, April 15, 2025 are eligible to submit a bid. The purpose of this additional site-visit is to allow vendors to bring subcontractors, take measurements, samples, etc. if they were unable to at the previous site-visits.

Respectfully,

*Tabatha Shirah*

Procurement Analyst  
Procurement Division

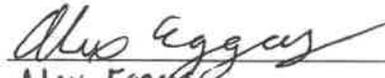
**This Addendum sheet should be signed and submitted with your bid submittal. This is the only acknowledgment required.**

Signature

Printed Name:

Title:

Company:

  
\_\_\_\_\_  
Alex Eggers  
Project Manager  
\_\_\_\_\_  
1st Class Roofing, Inc.  
\_\_\_\_\_

April 30, 2025

**POLK COUNTY, A POLITICAL SUBDIVISION OF  
THE STATE OF FLORIDA**

**ADDENDUM # 4**

**BID # 25-205, POLK COUNTY SPECIALTY CARE AND CHILDREN HOME  
SOCIETY ROOF REPLACEMENT**

---

This addendum is issued to clarify, add to, revise and/or delete items of the Bid Document for this work. This Addendum is a part of the Bid Document and acknowledgment of its receipt shall be noted on the Addendum.

Contained within this addendum: Question and answer

**The question deadline has expired.**

Respectfully,

*Tabatha Shirah*

Procurement Analyst  
Procurement Division

**This Addendum sheet should be signed and submitted with your bid submittal. This is the only acknowledgment required.**

Signature

Printed Name:

Title:

Company:

*Alex Eggers*  
\_\_\_\_\_  
Alex Eggers  
\_\_\_\_\_  
Project Manager  
\_\_\_\_\_  
1st Class Roofing, Inc.  
\_\_\_\_\_

**BID # 25-205, POLK COUNTY SPECIALTY CARE AND CHILDREN HOME  
SOCIETY ROOF REPLACEMENT**

**Addendum # 4**

---

**Q1:** Are there other acceptable roof manufacturers besides Durolast? If yes, are Johns Manville, GAF, Carlsile, or Soprema acceptable manufacturers for this project?

**A1:** No, Duro-Last is the only acceptable roof manufacturer for this project.

**PART D – EXHIBITS**

**EXHIBIT I: BID BOND**

KNOW ALL MEN BY THESE PRESENTS, that we 1st Class Roofing, Inc. (hereinafter called the Principal) and Great American Insurance Company (hereinafter called the Surety), a Corporation chartered and existing under the Laws of the State of Ohio, and authorized to do business in the State of Florida, are held and firmly bound unto Polk County, a political subdivision of the State of Florida, in the full and just sum of Five Percent of Amount Bid dollars (\$5% of amt bid) good and lawful money of the United States of America, to be paid upon demand of the County, to which payment will and truly be made, we bind ourselves, our heirs, executors, administrators, successors, and assigned jointly and severally and firmly by these presents.

WHEREAS, the Principal is about to submit, or has submitted to the County, a Bid Submittal for the purpose of Bid 25-205, Polk County Specialty Care And Children Home Society Roof Replacement.

NOW THEREFORE, the conditions of this obligation are such if the Bid Submittal is accepted and recommended for award of a contract, the Principal shall, execute a satisfactory contract documents including an executed Performance and Payment Bond payable to County, in the amount of 100 percent (100%) of the total Contract Price, in form and with surety satisfactory to said County, then this obligation to be void, otherwise to be and remaining full force and virtue in law, and the surety shall, upon failure of the Principal to comply with any or all of the foregoing requirements, immediately pay to the aforesaid County, upon demand, the amount of this Bond, in good and lawful money of the United States of America, not as a penalty, but as liquidated damages.

In the event the numerical expression is omitted or expressed as less than five percent (5%) of the total bid price, this figure shall be assumed to be erroneously stated and this bid bond shall be binding upon the Principal and Surety in the amount of five percent (5%) of the total bid price.

IN TESTIMONY THEREOF, the Principal and Surety have caused these presents to be duly signed and sealed this 7th day of May 2025.

ATTEST:

Wendy Thiel  
Witness

glu [Signature]  
Witness

PRINCIPAL: 1st Class Roofing, Inc.

BY: Doranna Roberts (SEAL)  
Authorized Signature (Principal)

Doranna J Roberts  
Printed Name

President  
Title of Person Signing Above

ATTEST:

Eileen Heard  
Witness

Eileen Heard, Surety Witness

Margie Schulz  
Witness

Margie Schulz, Surety Witness

SURETY: Great American Insurance Company  
Printed Name

BY: Kevin (SEAL)  
Attorney in Fact  
and Florida Licensed Resident Agent

Kevin Wojtowicz  
Printed Name

Acrisure, LLC, 1000 Central Ave, #200,  
St. Petersburg FL 33705  
Business Address

NOTES:

1. Write in the dollar amount of the bond which must be at least five percent (5%) of the amount Bid included in the Submittal.
2. All bonds signed by an agent must be accompanied by a certified copy of such agent's authority to act.

Attorneys-in-fact who sign Bid Bonds or Contract Bonds must file with each bond a certified and effectively dated copy of their power of attorney.

**GREAT AMERICAN INSURANCE COMPANY®**

**Administrative Office: 301 E 4TH STREET • CINCINNATI, OHIO 45202 • 513-369-5000 • FAX 513-723-2740**

The number of persons authorized by this power of attorney is not more than **THREE**

No. 0 21600

**POWER OF ATTORNEY**

**KNOW ALL MEN BY THESE PRESENTS:** That the GREAT AMERICAN INSURANCE COMPANY, a corporation organized and existing under and by virtue of the laws of the State of Ohio, does hereby nominate, constitute and appoint the person or persons named below, each individually if more than one is named, its true and lawful attorney-in-fact, for it and in its name, place and stead to execute on behalf of the said Company, as surety, any and all bonds, undertakings and contracts of suretyship, or other written obligations in the nature thereof; provided that the liability of the said Company on any such bond, undertaking or contract of suretyship executed under this authority shall not exceed the limit stated below.

Name	Address	Limit of Power
KEVIN WOJTOWICZ	ALL OF	ALL
EILEEN C. HEARD	ST. PETERSBURG, FLORIDA	\$100,000,000
JESSICA P. RENO		

This Power of Attorney revokes all previous powers issued on behalf of the attorney(s)-in-fact named above.

IN WITNESS WHEREOF the GREAT AMERICAN INSURANCE COMPANY has caused these presents to be signed and attested by its appropriate officers and its corporate seal hereunto affixed this 9TH day of FEBRUARY, 2021

Attest

GREAT AMERICAN INSURANCE COMPANY



*My L C. B.*

Assistant Secretary

*Mark V Vicario*

Divisional Senior Vice President

STATE OF OHIO, COUNTY OF HAMILTON - ss:

MARK VICARIO (877-377-2405)

On this 9TH day of FEBRUARY, 2021, before me personally appeared MARK VICARIO, to me known, being duly sworn, deposes and says that he resides in Cincinnati, Ohio, that he is a Divisional Senior Vice President of the Bond Division of Great American Insurance Company, the Company described in and which executed the above instrument; that he knows the seal of the said Company; that the seal affixed to the said instrument is such corporate seal; that it was so affixed by authority of his office under the By-Laws of said Company, and that he signed his name thereto by like authority.



SUSAN A KOHORST  
Notary Public  
State of Ohio  
My Comm. Expires  
May 18, 2025

*Susan A Kohorst*

This Power of Attorney is granted by authority of the following resolutions adopted by the Board of Directors of Great American Insurance Company by unanimous written consent dated June 9, 2008.

**RESOLVED:** That the Divisional President, the several Divisional Senior Vice Presidents, Divisional Vice Presidents and Divisional Assistant Vice Presidents, or any one of them, be and hereby is authorized, from time to time, to appoint one or more Attorneys-in-Fact to execute on behalf of the Company, as surety, any and all bonds, undertakings and contracts of suretyship, or other written obligations in the nature thereof; to prescribe their respective duties and the respective limits of their authority; and to revoke any such appointment at any time.

**RESOLVED FURTHER:** That the Company seal and the signature of any of the aforesaid officers and any Secretary or Assistant Secretary of the Company may be affixed by facsimile to any power of attorney or certificate of either given for the execution of any bond, undertaking, contract of suretyship, or other written obligation in the nature thereof, such signature and seal when so used being hereby adopted by the Company as the original signature of such officer and the original seal of the Company, to be valid and binding upon the Company with the same force and effect as though manually affixed.

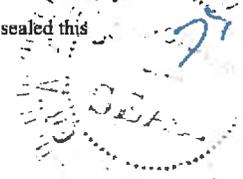
**CERTIFICATION**

I, STEPHEN C. BERAHA, Assistant Secretary of Great American Insurance Company, do hereby certify that the foregoing Power of Attorney and the Resolutions of the Board of Directors of June 9, 2008 have not been revoked and are now in full force and effect.

Signed and sealed this

day of

*May 2025*



*My L C. B.*

Assistant Secretary

EXHIBIT V: NON-COLLUSION AFFIDAVIT OF PRIME BIDDER

State of Florida )

County of Polk ) SS

Alex Eggers, being first duly sworn, deposes and says that:

1. They are Project Manager of 1st Class Roofing, Inc., the Bidder that has submitted the attached Bid;
2. They are fully informed respecting the preparation and contents of the attached Bid and of all pertinent circumstance respecting such Bid;
3. Such Bid is genuine and is not a collusive or sham Bid;
4. Neither the said Bidders nor any of their officers, partners, owners, agents, representatives, employees or parties in interest, including this affiant, has in any way colluded, conspired, connived or agreed, directly or indirectly with any other Bidder, firm or person to submit a collusive or sham Bid in connection with such Contract or has in any manner, directly or indirectly, sought by agreement or collusion of communication or conference with any other Bidder, firm or person to fix the price or prices in the attached Bid of any other Bidder, or to fix any overhead, profit or cost element of the Bid Price or the Bid Price of any other Bidder, or to secure through any collusion, conspiracy, connivance or unlawful agreement any advantage against Polk County, a political subdivision of the State of Florida (County) or any person interested in the proposed Contract; and
5. The price or prices quoted in the attached Bid are fair and proper and are not tainted by any collusion, conspiracy, connivance or unlawful agreement on the part of the Bidder or any of its agents, representatives, owners, employees or parties in interest, including this affiant.

Signature: Alex Eggers Title: Project Manager

STATE OF Florida

COUNTY OF Polk

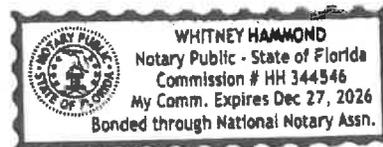
The foregoing instrument was acknowledged before me by means of  physical presence or  online notarization, this 6 day of May, 2025, by Alex Eggers (name) as Project Manager (title of officer) of 1st Class Roofing, Inc. (entity name), on behalf of the company, who  is personally known to me or  has produced N/A as identification.

Notary Public Signature: Whitney Hammond

Printed Name of Notary Public: Whitney Hammond

Notary Commission Number and Expiration: 12/27/20

(AFFIX NOTARY SEAL)



**EXHIBIT VII: AFFIDAVIT OF PERCENTAGE OF WORK**

By signing below, the bidder:

- Is certifying that they will be performing, with their own organization, the percentage of work required under the Supplemental Conditions of the contract documents for Bid # 25-205
- Understands that during Bid Analysis they will be required to submit a spreadsheet (Exhibit VI-A) listing the complete breakdown of the bid price submitted by area of work. The list must include the division of work being performed, the name of the contractor performing that area of work, the WMBE classification of the contractor, the dollar amount of the work, and the percentage of the total bid price for each division of work. An updated copy will be required at contract close-out, detailing exact dollar figures paid to each subcontractor performing work under this contract.
- Acknowledges that no changes to sub-contractors used will be allowed after submittal unless otherwise approved by the Procurement Director. Any prime contractor that defaults on this requirement may be suspended as allowed within the Procurement Procedures.
- If the percentage of work proposed to be completed by the prime is not equal to, or more than, the amount required, the bid will be considered to be non-responsive.

Bidder must sign and have notarized:

The undersigned Bidder hereby certifies that they fully understand the provisions as stated above and will comply.

Dated this 6<sup>th</sup> day of May, 2025

Name of Firm 1st Class Roofing, Inc.

By Alex Eggers

Alex Eggers - Project Manager.  
Title of Person Signing

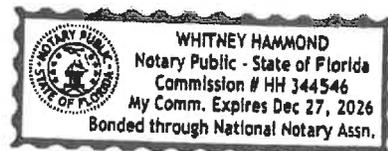
The foregoing instrument was acknowledged before me by means of  physical presence or  online notarization, this 6 day of May, 2025, by Alex Eggers (name) as Project Manager (title of officer) of 1st Class Roofing, Inc. (entity name), on behalf of the company, who  is personally known to me or  has produced N/A as identification.

Notary Public Signature: Whitney Hammond

Printed Name of Notary Public: Whitney Hammond

Notary Commission Number and Expiration: 12/27/26

(AFFIX NOTARY SEAL)



**EXHIBIT XXVI: CERTIFICATIONS REGARDING DEBARMENT, SUSPENSION, PROPOSED DEBARMENT, AND OTHER RESPONSIBILITY MATTERS**

For all awards, subawards, and contracts with certain parties that are debarred, suspended, or otherwise excluded from or ineligible for participation in Federal assistance programs and activities, the Offeror must complete and sign the following:

The Offeror certifies, to the best of its knowledge and belief, that-

(1) This contract is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such the contractor is required to verify that none of the contractor, its principals (defined at 2 C.F.R. § 180.995), or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).

(2) The contractor must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.

(3) This certification is a material representation of fact relied upon by Polk County, a political subdivision of the State of Florida (the "County"). If it is later determined that the contractor did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to the Florida Division Emergency Management, the County, and the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.

(4) The bidder or proposer agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C 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.

SIGNATURE: Alex Eggus

COMPANY NAME: 1st Class Roofing, Inc.

DATE: 5/16/2025

**EXHIBIT XXVII: APPENDIX A, 44 C.F.R. PART 18 – CERTIFICATION REGARDING LOBBYING**

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

(To be submitted with each bid or offer exceeding \$100,000)

The undersigned Doronna J Roberts certifies, to the best of his or her knowledge, that: (Contractor) 1st Class Roofing, Inc.

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 31, U.S.C. § 1352 (as amended by the Lobbying Disclosure Act of 1995). Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

The Contractor, 1st Class Roofing, Inc., certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. § 3801 et seq., apply to this certification and disclosure, if any.

Signature of Contractor's Authorized Official Doronna J Roberts  
Name and Title of Contractor's Authorized Official Doronna J Roberts - President

Date 5/16/2025

Ron DeSantis, Governor



Melanie S. Griffin, Secretary



**STATE OF FLORIDA**  
**DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION**

**CONSTRUCTION INDUSTRY LICENSING BOARD**

THE ROOFING CONTRACTOR HEREIN IS CERTIFIED UNDER THE  
PROVISIONS OF CHAPTER 489, FLORIDA STATUTES

**ROBERTS, DOVONNA JENELL**

1ST CLASS ROOFING, INC.  
1815 THORNHILL RD SUITE 3015  
AUBURNDALE FL 33823

**LICENSE NUMBER: CCC1327267**

**EXPIRATION DATE: AUGUST 31, 2026**

Always verify licenses online at [MyFloridaLicense.com](http://MyFloridaLicense.com)



ISSUED: 06/14/2024

Do not alter this document in any form.

This is your license. It is unlawful for anyone other than the licensee to use this document.

**POLK COUNTY LOCAL BUSINESS TAX RECEIPT**

ACCOUNT NO. 174442

CLASS: B+

EXPIRES: 09/30/2025

**OWNER NAME**

DOVONNA JENELL ROBERTS

**LOCATION**

1815 THORNHILL SUITE 301 S  
AUBURNDALE

**BUSINESS NAME AND MAILING ADDRESS**

1ST CLASS ROOFING INC  
1ST CLASS ROOFING INC  
PO BOX 3811  
WINTER HAVEN, FL 33885

**CODE ACTIVITY TYPE**

230250 CONTRACTOR ROOFING  
PROFESSIONAL LICENSE (IF APPLICABLE)  
DBPR-CCC1327267

**OFFICE OF JOE G. TEDDER, CFC \* TAX COLLECTOR**

PAID - 2521372 07/26/2024 OPY

OLP 57.75

1ST CLASS ROOFING INC

THIS POLK COUNTY LOCAL BUSINESS TAX RECEIPT MUST BE CONSPICUOUSLY  
DISPLAYED AT THE BUSINESS LOCATION



January 30, 2025

1ST CLASS ROOFING INC  
1815 THORNHILL RD STE 601  
Auburndale, FL 33823

Dear 1ST CLASS ROOFING INC

I am pleased to inform you that you have earned a quality distinction given to the best performing Duro-Last® contractors, the **"Elite Contractor Award."** This achievement has placed you in the top 12% of our contractors, consistently installing the highest quality roofing systems in 2024.

To achieve this award, you have installed and Duro-Last has inspected more than 150,000 sq. ft., scored in the "outstanding" category on all commercial installations and warranted five or more commercial jobs in 2024. In other words, you have worked your way to be the "best of the best" through your commitment to quality, dedication to detail and hard work. Congratulations!

Duro-Last produces the "World's Best Roof®", but we rely on your expert workmanship to ensure a high-performing, long-lasting roofing system. Again, congratulations on a job well done. We are truly honored to work with contractors like you, who value quality as much as we do.

Sincerely,



Aaron Kissner  
Director of Quality Assurance and Warranty Services

ah

## Elite Contractor Award

Earning the Duro-Last® Elite Contractor Award entitles you to receive a plaque and \$700 in Elite Contractor Award apparel. Each piece of apparel will be individually embroidered with the Duro-Last "Elite" logo.

This year, your plaque will be delivered personally by your Quality Assurance Technical Representative.

**\* To reduce timely and costly errors, please confirm how your company name appears on the attached letter. The information on the letter will be used for plaque engraving.**

**\*Please contact the Quality Assurance Department by email at [quality.assurance@holcim.com](mailto:quality.assurance@holcim.com) of any changes before Feb. 1.**

You may select your Elite Contractor Award apparel using the Duro-Last Storefront. It's easy!

1. Go to [duro-last.com](http://duro-last.com), log onto the Contractor Portal, go to the Marketing tab and select Duro-Last Storefront.
2. Go to the Clothing and Branded Merchandise bubble, make your selections and choose the Duro-Last logo (we will automatically use the "Elite" logo).
3. Once all your selections are in your cart, checkout using **736579** in the Promotion Code box and select the green check mark to apply it to your order.
4. In the comments box type: **736579**
5. Enter your shipping address.
6. In the billing section you'll be given the opportunity to input a credit card if your order is more than \$700. If you have AMP-Up available, you will have the option to use it toward 75% of the overage. If your order is not over \$700, no other forms of payment will be necessary.
7. Select Duro-Last Corporate as the billing address.

The deadline for ordering is **Oct. 31**.

**\*\*\*THIS IS A ONE TIME USE CODE!! PLEASE ENSURE YOU USE THE ENTIRE AMOUNT OR IT WILL BE LOST!!\*\***

If you have any questions, please contact the Quality Assurance Department at 800.248.0280.



January 15, 2024

1<sup>st</sup> Class Roofing  
1815 Thornhill Rd  
Ste 601  
Auburndale, FL 33823

Dear Valued Customer:

Congratulations on earning the Duro-Last A+ Service Award! This achievement is a direct result of your dedication to exceptional quality, timeliness of service, thorough documentation and stellar customer service. We thank you for your commitment to the highest quality, post-installation service.

Again, congratulations on your accomplishment. And thank you for being one of Duro-Last's top service providers for 2023!

Sincerely,

A handwritten signature in blue ink that reads "D Wells".

Dawn Wells  
Service Center Manager  
Duro-Last  
Holcim Building Envelope



**WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT**

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule. (This agreement applies only to the extent that you perform work under a written contract that requires you to obtain this agreement from us.)

This agreement shall not operate directly or indirectly to benefit anyone not named in the Schedule.

Schedule

\* Blanket Waiver of Subrogation Applies \*

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.

Date Prepared: June 06, 2024

Carrier: Bridgefield Casualty Insurance Company

Effective Date of Endorsement: June 10, 2024

Policy Number: 0196-55392

Insured: 1st Class Roofing, Inc.

Countersigned by:



**WC 00 03 13** (Ed. 4-84)



**CLIENT REFERENCES**

<b>Company/Agency Name:</b>	Polk County B.O.C.C - Polk Central County Jail
<b>Address:</b>	330 W. Church St., Bartow, FL, 33830
<b>Contact Name:</b>	Steve McMillan
<b>Contact Phone:</b>	863-860-8001
<b>Services Provided:</b>	Roof Over - Duro-Last 50 mil (150,000 SqFt)
<b>Proposal Price</b>	\$1,531,011.88
<b>Final Construction Price</b>	\$1,531,586.47
<b>Begin Date:</b>	Oct 2022- April 2023

<b>Company/Agency Name:</b>	W.S. BADCOCK CORPORATION
<b>Address:</b>	503 Phosphate Blvd., Mulberry, FL 33860
<b>Contact Name:</b>	Randy Taylor
<b>Contact Phone:</b>	863-581-9773
<b>Services Provided:</b>	Roof Replacement w. Duro-Last 50mil PVC (10,000 SqFt)
<b>Proposal Price</b>	\$85,470
<b>Final Construction Price</b>	\$85,470
<b>Begin Date:</b>	08/2023 - 01/2024

<b>Company/Agency Name:</b>	WEL Companies
<b>Address:</b>	6541 Florida 544, Winter Haven, FL 33881
<b>Contact Name:</b>	Huston Massey
<b>Contact Phone:</b>	863-259-1559
<b>Services Provided:</b>	Retrofit - Duro-Last 50 mil (10,000 SqFt)
<b>Proposal Price</b>	\$124,012.96
<b>Final Construction Price</b>	\$134,712.96
<b>Begin Date:</b>	01/03/24-02/07/24

**EXHIBIT VIII: TRENCH SAFETY ACT COMPLIANCE**

General:

1. The Contractor shall comply with the Florida Trench Safety Act (90-96), Laws of FL.) Effective October 1, 1990.
2. The Contractor(s) performing trench safety excavation on this Contract shall comply with the Occupational Safety and Health Administration's (OSHA) trench excavation safety standards, 29 CFR's 1926.650, Subpart P, including all subsequent revisions or updates to these standards as adopted by the Department of Labor and Employment Security (DLES).
3. By submission of his bid and subsequent execution of this Contract, the Contractor certifies that all trench excavation done within his control shall be accomplished in strict adherence with OSHA trench safety standards contacted 29 CFR's 1926.650, Subpart P, including all subsequent revisions or updates to these standards as adopted by the Department of Labor and Employment Security.
4. The Contractor also agrees that he has obtained or will obtain identical certification from his proposed Subcontractors that will perform trench excavation prior to award of the subcontracts and that he will retain such certifications in his files for a period of not less than three years following final acceptance.
5. The Contractor shall consider all available geotechnical information in his design of the trench excavation safety system.
6. Inspections may be conducted by the County and the County's Safety Officer. Serious deficiencies will be corrected on the spot or the job may be closed. Imminent danger citing will result in the immediate cessation of work. Work will resume when the danger is corrected.
7. Bidder acknowledges that included in the various items of the proposal and in the Total Bid Price are costs for complying with the Florida Trench Safety Act (90-96), Laws of FL) effective October 1, 1990. The bidder further identifies the costs to be summarized as follows:

Trench Safety Measure (Description)	Units of Measure (LF, SY)	Unit (QTY)	Unit Cost	Extended Cost
A. _____	_____	_____	\$ _____	\$ _____
B. <u>N/A</u>	_____	_____	\$ _____	\$ _____
C. _____	_____	_____	\$ _____	\$ _____
D. _____	_____	_____	\$ _____	\$ _____
			Total	\$ _____

Failure to complete the above may result in the bid being declared non-responsive.

**EXHIBIT IX: EQUAL EMPLOYMENT OPPORTUNITY**

Polk County, a political subdivision of the State of Florida (County), is an Equal Opportunity/Affirmative Action Employer.

Pursuant to Executive Order 11246 as amended, you are advised that under the provisions of government contracting, contractors and subcontractors are obliged to take affirmative action to provide equal employment opportunity without regard to race, creed, color, national origin, age or sex.

We are committed to equal opportunity employment effort and expect firms that do business with the County to have a vigorous affirmative action program.

**CERTIFICATION BY PROPOSED PRIME OR SUBCONTRACTOR REGARDING EQUAL EMPLOYMENT OPPORTUNITY**

This certification is authorized pursuant to Executive Order 11246, Part II, Section 203(b), (30 F.R. 12319-15). Any Bidder or prospective contractor, or any of the proposed subcontractors, shall state as an initial part of the Bid or negotiations of the Contract whether it has participated in any previous Contract or subcontract to the equal opportunity clause; and, if so, whether it has filed all compliance reports due under applicable instructions.

Where the certification indicated that the prime or subcontractor has not filed a compliance report due under applicable instruction, such Contractor shall be required to submit a compliance report.

Contractor's Name: 1st Class Roofing, Inc.

Address: 1815 Thornhill Rd Suite 301S, Auburndale, FL 33823

- 
- 1. Bidder has participated in a previous contract or subcontract, subject to the Equal Opportunity Clause:  
 YES \_\_\_\_\_ NO \_\_\_\_\_
  - 2. Compliance Reports were required to be filed in connection with such Contract or subcontract:  
 YES \_\_\_\_\_ NO \_\_\_\_\_
  - 3. Bidder has filed all compliance reports due under applicable instructions:  
 YES \_\_\_\_\_ NO \_\_\_\_\_
  - 4. If answer to Item 3 is No, please explain in detail on reverse side of this certification.  
 YES \_\_\_\_\_ NO \_\_\_\_\_

The Bidder certifies that they do not maintain or provide for their employees any segregated facilities at any of their establishments, and that they do not permit their employees to perform their services at any location under their control where segregated facilities are maintained. The Bidder certifies further that they will not maintain or provide for their employees any segregated facilities at any of their establishments, and that they will not permit their employees to perform their services at any location under their control where segregated facilities are maintained. The Bidder agrees that a breach of this certification will be a violation of the Equal Opportunity clause in any contract resulting from acceptance of this Bid. As used in this certification, the term (segregated facilities" means any waiting rooms, work areas, restrooms, washrooms, restaurants, other eating areas, time clocks, locker rooms, storage areas, dressing areas, parking lots, drinking fountains, recreation/entertainment areas, transportation and housing facilities provided for employees which are segregate by explicit directive or are, in fact, segregated on the basis of race, color, religion or national origin, because of habit, local custom or otherwise. The Bidder agrees that (except where they have obtained identical certification from proposed subcontractors for specific time periods) they will obtain identical certification from proposed Subcontractors prior to the award of subcontracts exceeding \$10,000 which are not exempt from the provision of the Equal Opportunity clause; and that they will retain such certifications in their files.

Certification – The information above is true and complete to the best of my knowledge and belief. (A willfully false statement is punishable by law – U.S. Code, Title 18, Section 1001.)

Dovonna Roberts

Printed Name

President

Title

*Dovonna Roberts*

Signature

*June 25, 2025*

Date

**EXHIBIT X: DRUG-FREE WORKPLACE FORM**

The undersigned Bidder in accordance with Florida Statute 287.087 hereby certifies that 1st Class Roofing, Inc. does:

(Name of Business)

1. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.
2. Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation and employee assistance programs; and the penalties that may be imposed upon employees for drug abuse violations.
3. Give each employee engaged in providing the commodities or contractual services that are under bid a copy of the statement specified in subsection (a).
4. In the statement specified in subsection (1), notify the employees that, as a condition of working on the commodities or contractual services that are under bid, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of Chapter 1892 or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) days after such conviction.
5. Impose a sanction on or require the satisfactory participation in a drug abuse assistance or rehabilitation program, if such is available in the employee's community, by any employee who is so convicted.
6. Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

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



Bidders Signature

06/25/25

Date

**EXHIBIT XI: SAFETY REQUIREMENTS/REGULATIONS FORM**

Bidder must sign and have notarized:

The undersigned Bidder hereby certifies that they fully understand the safety requirements/regulation provisions as stated in General Conditions 7.11 and will comply.

Dated this 25<sup>th</sup> Day of June, 2025

Name of Firm: 1st Class Roofing, Inc.

By: President Donna Roberts  
Title of Person Signing

This foregoing instrument was acknowledged before me by means of  physical presence or  online notarization, this 25<sup>th</sup> day of June, 2025, by Donna Roberts (name) as President (title of officer) of 1st Class Roofing (entity name), on behalf of the company, who  is personally known to me or  has produced \_\_\_\_\_ as identification.

Notary Public Signature: Whitney Hammond

Printed Name of Notary Public: Whitney Hammond

Notary Commission Number and Expiration: HH 344546 12/27/26

(AFFIX NOTARY SEAL)



**EXHIBIT XX: CERTIFICATION IMMIGRATION LAWS**

**Bid 25-205, Polk County Specialty Care And Children Home Society Roof Replacement**

POLK COUNTY WILL NOT INTENTIONALLY AWARD COUNTY CONTRACTS TO ANY CONTRACTOR WHO KNOWINGLY EMPLOYS UNAUTHORIZED ALIEN WORKERS, CONSTITUTING A VIOLATION OF THE EMPLOYMENT PROVISIONS CONTAINED IN 8 U.S.C. SECTION 1324 A(E) {SECTION 274A(E) OF THE IMMIGRATION AND NATIONALITY ACT ("INA")}.

POLK COUNTY MAY CONSIDER THE EMPLOYMENT BY ANY CONTRACTOR OF UNAUTHORIZED ALIENS A VIOLATION OF SECTION 274A(E) OF THE INA. SUCH VIOLATION OF THE RECIPIENT OF THE EMPLOYMENT PROVISIONS CONTAINED IN 274A(E) OF THE INA SHALL BE GROUNDS FOR UNILATERAL CANCELLATION OF THE CONTRACT BY POLK COUNTY.

BIDDER ATTEST THAT THEY ARE FULLY COMPLIANT WITH ALL APPLICABLE IMMIGRATION LAWS (SPECIFICALLY TO THE 1986 IMMIGRATION ACT AND SUBSEQUENT AMENDMENTS).

Company Name: 1st Class Roofing, Inc.

Signature: *Domenica J Roberts*

Title: President

Date: June 25, 2025

State of: FLORIDA

County of: POLK

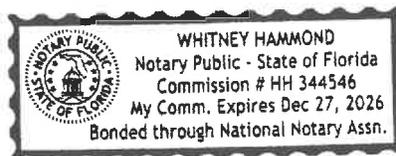
The foregoing instrument was acknowledged before me by means of  physical presence or  online notarization, this 25<sup>th</sup> day of June, 2025, by Domenica J Roberts (name) as President (title of officer) of President (entity name), on behalf of the company, who is personally known to me or has produced \_\_\_\_\_ as identification.

Notary Public Signature: *Whitney Hammond*

Printed Name of Notary Public: Whitney Hammond

Notary Commission Number and Expiration: HH 344546 12/27/26

(AFFIX NOTARY SEAL)



**EXHIBIT XXII: SCRUTINIZED COMPANIES CERTIFICATION FORM**

Florida Statutes, Section 287.135)

SOLICITATION NO.: Bid: 25-205

PROJECT NAME: BID # 25-205, POLK COUNTY SPECIALTY CARE AND CHILDREN HOME SOCIETY ROOF REPLACEMENT

The undersigned, as Dovonna Roberts, President of 1st Class Roofing, Inc (the "Contractor"), a Florida corporation, hereby certifies the following to Polk County, a political subdivision of the State of Florida, by and on behalf of the Contractor in accordance with the requirements of Section 287.135, Florida Statutes:

- i. The Contractor is not on the Scrutinized Companies that Boycott Israel List, created pursuant to Section 215.4725, Florida Statutes, nor is the Contractor engaged in a boycott of Israel, nor was the Contractor on such List or engaged in such a boycott at the time it submitted its bid to the County with respect to the Contract.
- ii. Additionally, if the value of the goods or services acquired under the Contract are greater than or equal to One Million Dollars (\$1,000,000), then the Contractor further certifies to the County as follows:
  - a. the Contractor is not on the Scrutinized Companies with Activities in Sudan List, created pursuant to Section 215.473, Florida Statutes; and
  - b. the Contractor is not on the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, created pursuant to Section 215.473, Florida Statutes; and
  - c. the Contractor is not engaged in business operations (as that term is defined in Florida Statutes, Section 287.135) in Cuba or Syria; and
  - d. the Contractor was not on any of the Lists referenced in this subsection (ii), nor engaged in business operations in Cuba or Syria when it submitted its bid to the County with respect to the Contract.
- iii. The Contractor is fully aware of the penalties that may be imposed upon the Contractor for submitting a false certification to the County regarding the foregoing matters.
- iv. The Contractor hereby acknowledges that, in addition to any other termination rights stated in the Contract, the County may immediately terminate the Contract upon the occurrence of any of the following events:
  - a. the Contractor is found to have submitted a false certification to the County with respect to any of the matters set forth in subsection (i) above, or the Contractor is found to have been placed on the Scrutinized Companies that Boycott Israel List or is engaged in a boycott of Israel; or
  - b. the Contractor is found to have submitted a false certification to the County with respect to any of the matters set forth in subsection (ii) above, or the Contractor is found to have been placed on the Scrutinized Companies with Activities in Sudan List, or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or has been engaged in business operations in Cuba or Syria, and the value of the goods or services acquired under this Contract are greater than or equal to One Million Dollars (\$1,000,000).

ATTEST:

By: Lula Harper

PRINTED NAME: Lula Harper

Its: Corporate Secretary

CONTRACTOR:

a 1st Class Roofing, Inc.

By: Dovonna J Roberts

PRINTED NAME: Dovonna J Roberts

Its: President

**EXHIBIT XXIII: EMPLOYMENT ELIGIBILITY VERIFICATION (E-VERIFY) CERTIFICATION**  
(Florida Statutes, Section 448.095)

PROJECT NAME: BID # 25-205, POLK COUNTY SPECIALTY CARE AND CHILDREN HOME SOCIETY ROOF REPLACEMENT

The undersigned, as an authorized officer of the contractor identified below (the "Contractor"), having full knowledge of the statements contained herein, hereby certifies to Polk County, a political subdivision of the State of Florida (the "County"), by and on behalf of the Contractor in accordance with the requirements of Section 448.095, Florida Statutes, as related to the contract entered into by and between the Contractor and the County on or about the date hereof, whereby the Contractor will provide labor, supplies, or services to the County in exchange for salary, wages, or other remuneration (the "Contract"), as follows:

1. Unless otherwise defined herein, terms used in this Certification which are defined in Section 448.095, Florida Statutes, as may be amended from time to time, shall have the meaning ascribed in said statute.

2. Pursuant to Section 448.095(5), Florida Statutes, the Contractor, and any subcontractor under the Contract, must register with and use the E-Verify system to verify the work authorization status of all new employees of the Contractor or subcontractor. The Contractor acknowledges and agrees that (i) the County and the Contractor may not enter into the Contract, and the Contractor may not enter into any subcontracts thereunder, unless each party to the Contract, and each party to any subcontracts thereunder, registers with and uses the E-Verify system; and (ii) use of the U.S. Department of Homeland Security's E-Verify System and compliance with all other terms of this Certification and Section 448.095, Fla. Stat., is an express condition of the Contract, and the County may treat a failure to comply as a material breach of the Contract.

3. By entering into the Contract, the Contractor becomes obligated to comply with the provisions of Section 448.095, Fla. Stat., "Employment Eligibility," as amended from time to time. This includes but is not limited to utilization of the E-Verify System to verify the work authorization status of all newly hired employees, and requiring all subcontractors to provide an affidavit attesting that the subcontractor does not employ, contract with, or subcontract with, an unauthorized alien. The Contractor shall maintain a copy of such affidavit for the duration of the Contract. Failure to comply will lead to termination of the Contract, or if a subcontractor knowingly violates the statute or Section 448.09(1), Fla. Stat., the subcontract must be terminated immediately. If the Contract is terminated pursuant to Section 448.095, Fla. Stat., such termination is not a breach of contract and may not be considered as such. Any challenge to termination under this provision must be filed in the Tenth Judicial Circuit Court of Florida no later than 20 calendar days after the date of termination. If the Contract is terminated for a violation of Section 448.095, Fla. Stat., by the Contractor, the Contractor may not be awarded a public contract for a period of 1 year after the date of termination. The Contractor shall be liable for any additional costs incurred by the County as a result of the termination of the Contract. Nothing in this Certification shall be construed to allow intentional discrimination of any class protected by law.

Executed this 25 day of June, 2025.

ATTEST:

CONTRACTOR:

By: Lula Harper

By: Doronna J Roberts

PRINTED NAME: Lula Harper

PRINTED NAME: Doronna J Roberts

Its: Corporate Secretary

Its: President

**EXHIBIT XXIV: AFFIDAVIT REGARDING THE USE OF COERCION FOR LABOR OR SERVICES**

In compliance with Section 787.06(13), Florida Statutes, this attestation must be completed by an officer or representative of a nongovernmental entity that is executing, renewing, or extending a contract with Polk County, a political subdivision of the State of Florida.

The undersigned, on behalf of the entity listed below (the "Nongovernmental Entity"), hereby attests under penalty of perjury as follows:

1. I am over the age of 18 and I have personal knowledge of the matters set forth herein.
2. I currently serve as an officer or representative of the Nongovernmental Entity.
3. The Nongovernmental Entity does **not** use coercion for labor or services, as those underlined terms are defined in Section 787.06, Florida Statutes.
4. This declaration is made pursuant to Section 92.525, Fla. Stat. and Section 787.06, Fla. Stat. I understand that making a false statement in this declaration may subject me to criminal penalties.

Under penalties of perjury, I Dovonna Roberts, President (Signatory Name and Title), declare that I have read the foregoing Affidavit Regarding the Use of Coercion for Labor and Services and that the facts stated in it are true.

Further Affiant sayeth naught.

1st Class Roofing, Inc.

**NONGOVERNMENTAL ENTITY**

Dovonna Roberts

**SIGNATURE**

Dovonna Roberts

**PRINT NAME**

President

**TITLE**

June 25, 2025

**DATE**



## Economic Opportunity Plan

### Question#1

Identify individuals responsible for planning, implementing, and tracking the project's Section 3 training and employment goals. Describe their prior experience in this area.

The individuals responsible for planning, implementing and tracking the project's Section 3 training and employment goals are Dovonna Roberts, President, Brittany Stewart, Commercial Project Coordinator and Whitney Hammond, Office Manager of 1st Class Roofing, Inc. (hereafter referred to as "Contractor"). They will obtain all pertinent information to become thoroughly familiar and ensure contract compliance with the HUD Section 3 Regulation. Dovonna has owned and operated a roofing company for over 10 years, Brittany has worked in the roofing industry in an administrative role for over 4 years and Whitney has also worked in the roofing industry in an administrative role for over years, and they are all qualified to administer the contractor's Section 3 Economic Opportunity Plan.

### Question#2

Describe efforts (contractor and subcontractor) to be taken to recruit, solicit, encourage, facilitate and hire public housing and other low-income persons. Identify any private or public resources that will be used.

The employment goal is thirty percent (30%) of the aggregate number of new hires. Contractor will take the following steps to recruit, solicit, encourage, facilitate and hire public housing and other low-income persons, in the event any vacancies occur throughout the duration of the project:

1st Class Roofing has listed job postings for this project on both Career Plug and Employ Florida in order to facilitate employment outreach for section 3 residents. We are currently evaluating all applicants to determine if they are ideal candidates for this project. As we review the applicants we are scheduling interviews with those that meet the criteria necessary to work on this project. 1st Class Roofing has established files in order to record and retain written documentation of all training and employment outreach efforts and resources from agency representatives and job applicants.

### Question#3

(ONLY APPLICABLE TO FIRMS THAT SUBCONTRACT)

Describe the contractor's activities to be taken for recruiting, soliciting, encouraging, facilitating and selecting Section 3 subcontractors, where applicable.

Contractor will take all feasible measures to recruit, solicit, encourage, facilitate, and select qualified Section 3 business subcontracting firms to perform at least 10% of the project award amount (contract sum) for each Polk County project for which Contractor is the successful bidder.

Contractor understands that, in addition to awarding work to qualified Section 3 businesses, it is our responsibility to:

1. Use the contractor's or firms solicitation letter to advertise to the "greatest extent feasible" to all firms on lists provided to us by the Polk County and other organizations about the type of work needed to complete each Polk County project.
2. Advise firms of Contractor's obligation to seek and award work to qualified Section 3 businesses, where feasible.
3. Clarify the definition of a Section 3 resident and business.
4. Explain how to qualify as a Section 3 business in order to be eligible to receive a preference from Contractor when subcontractor work is to be awarded, and
5. Provide Section 3 certified firms that are qualified to perform work with an opportunity to submit price quotations for Polk County project work, and where financially feasible, hire such firms as subcontractors.

1st Class Roofing has listed job postings for this project on both Career Plug and Employ Florida in order to facilitate employment outreach for Section 3 businesses (subcontractors). 1st Class Roofing has established files to record and retain written documentation of all outreach efforts and responses received from organizations and subcontractors who are contacted. 1st Class Roofing will provide Polk County with an outreach close-out letter for each project awarded. If 1st Class Roofing is unable to meet Polk County's requirement to contract at least 10% of the award amount to Section 3 businesses, 1st Class Roofing will include an explanation as to why this requirement was not met in close-out letter.

### Question#4

(ONLY APPLICABLE TO FIRMS THAT SUBCONTRACT) Describe plans to structure project activities in ways to create opportunities for Section 3 firms to participate, where applicable.

1st Class Roofing will make every effort to structure project activities to increase opportunities for Section 3 businesses. This will be accomplished by sub-dividing the work into smaller amounts, or by using multiple firms to complete similar types of work.

\*See enclosed attachments of all job opportunity listings

All Jobs (/jobs)

[Español \(/jobs/2992977/apps/new?loc=es\)](#)

(<https://www.facebook.com/sharer/sharer.php?src=sdkpreparse&u=https%3A%2F%2F1st-class-roofing-inc.careerplug.com%2Fj%2F02nyn0p>) (<https://www.linkedin.com/shareArticle?mini=true&title=Roof+Welder+%E2%80%93+Davis-Bacon+Project+%28Section+3+Opportunity%29&url=https%3A%2F%2F1st-class-roofing-inc.careerplug.com%2Fj%2F02nyn0v>) (<https://twitter.com/share?url=https%3A%2F%2F1st-class-roofing-inc.careerplug.com%2Fj%2F02nyn10>) (<mailto:?subject=1st%20Class%20Roofing%2C%20Inc.%20is%20hiring%21&body=Roof%20Welder%20%E2%80%93%20Davis-Bacon%20Project%20%28Section%203%20Opportunity%29%20-%20FL%20-%20Auburndale%2033823%0AApply%20here%3A%20https%3A%2F%2F1st-class-roofing-inc.careerplug.com%2Fj%2F02nyn3s>)

All Jobs (/jobs)



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Roof Welder – Davis-Bacon Project (Section 3 Opportunity) Auburndale

[Español \(/jobs/2992977/apps/new?loc=es\)](#)

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(/account)

## Roof Welder – Davis-Bacon Project (Section 3 Opportunity)

Full Time • Auburndale

**Roof Welder – Davis-Bacon Project (Section 3 Opportunity)**

**Location:** Polk County, FL

**Company:** 1st Class Roofing, Inc.

**Wage:** \$26.16/hr + fringe benefits (based on Davis-Bacon rate for Welders in Heavy Construction)

### Position Summary:

We are hiring experienced Roof Welders for commercial and residential roof replacement projects involving TF [Privacy](#) - [Terms](#)

and Duro-Last systems. Work is federally funded and subject to prevailing wage laws under Davis-Bacon.

**Key Responsibilities:**

- Weld roofing membranes to meet manufacturer and code requirements
- Use hot-air welding equipment and maintain clean, secure seams
- Assist team with layout, staging, and detail work
- Follow site safety protocols at all times

**Qualifications:**

- Minimum 1 year experience welding roofing membranes
- Familiar with TPO, PVC, or Duro-Last systems
- OSHA 10 or 30 preferred
- Ability to work at heights and follow safety procedures

**Davis-Bacon wages apply.** Welders will be compensated according to the official wage determination and must be recorded on weekly certified payrolls.

**Section 3 Workers encouraged to apply.** Local workers from low-income areas, public housing residents, or those qualifying under Section 3 will receive preference.

**Apply at:**

1815 Thornhill Rd. Suite 301S, Auburndale, FL 33823

Mention if you qualify as a Section 3 Worker.

-OR-

Online: <https://1stclassroofingincfl.com/employment/> (<https://1stclassroofingincfl.com/employment/>)

Compensation: \$26.16 per hour

🌟 Join Our Team and Soar to New Heights with 1st Class Roofing, Inc.! 🌟

Are you ready to elevate your career to the next level in the exciting world of roofing? Look no further! 1st Class Roofing, Inc., based in Auburndale, FL, is your gateway to a rewarding and fulfilling career in both Commercial and Residential Roofing.

Why choose us? As a fully licensed, bonded, and insured company, we provide the foundation you need to achieve your roofing aspirations, whether out in the field or in the office. At 1st Class Roofing, Inc., we are not just about roofing - we are about exceeding expectations. Our mission is clear: we strive to surpass our clients' expectations by embodying passion, accountability, integrity, and dedication in everything we do.

As Duro-Last Certified and GAF Master Elite Contractors, we set the standard for excellence in the roofing industry. We are on the lookout for individuals who are determined, self-motivated, and eager to push their boundaries. If you have a thirst for challenges and are ready to take your skills to the next level, we want you on our team!

Join us at 1st Class Roofing, Inc., where we embrace growth, foster teamwork, and provide a platform for you to shine. Take the leap, join a company dedicated to your success, and be part of something exceptional.

Your future in roofing starts here - apply now and embark on a journey of professional growth and achievement with 1st Class Roofing, Inc.!

🌟🔧🏠 #RoofingCareers #JoinOurTeam #1stClassRoofingInc #CareerGrowth

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All Jobs (/jobs)



(/account)

Construction Laborer – Davis-Bacon Project (Section 3 Opportunity) Auburndale

[Español \(/jobs/2992914/apps/new?loc=es\)](#)

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(/account)

## Construction Laborer – Davis-Bacon Project (Section 3 Opportunity)

Full Time • Auburndale

Construction Laborer – Davis-Bacon Project (Section 3 Opportunity)

Location: Polk County, FL

Company: 1st Class Roofing, Inc.

Wage: Starting at \$17.20/hr or higher (per Davis-Bacon wage determination for Laborer, plus fringe benefits)

Position Summary:

We are seeking dependable construction laborers for a federally funded roof replacement project. This position is subject to Davis-Bacon wage requirements and includes opportunities for Section 3 applicants.

Key Responsibilities:

-Assist with site prep, cleanup, and material staging

- Carry tools and materials to roof level
- Follow instructions from supervisors and adhere to safety policies
- Help maintain a clean and safe worksite

Qualifications:

- Ability to lift 50+ lbs. and work outdoors
- OSHA 10 preferred, not required
- Prior experience in construction or roofing is a plus
- This is a Davis-Bacon covered project. All wages are based on the federal wage determination for laborers and will include fringe benefits or cash equivalents.
- Section 3 Workers are strongly encouraged to apply. Preference will be given to low-income residents of Polk County and other qualifying individuals.

Apply at:

1815 Thornhill Rd. Suite 301S, Auburndale, FL 33823

Mention if you qualify as a Section 3 Worker.

-OR-

Online: <https://1stclassroofingincfl.com/employment/>

Compensation: \$17.20 per hour

🌟 Join Our Team and Soar to New Heights with 1st Class Roofing, Inc.! 🌟

Are you ready to elevate your career to the next level in the exciting world of roofing? Look no further! 1st Class Roofing, Inc., based in Auburndale, FL, is your gateway to a rewarding and fulfilling career in both Commercial and Residential Roofing. Why choose us? As a fully licensed, bonded, and insured company, we provide the foundation you need to achieve your roofing aspirations, whether out in the field or in the office. At 1st Class Roofing, Inc., we are not just about roofing - we are about exceeding expectations. Our mission is clear: we strive to surpass our clients' expectations by embodying passion, accountability, integrity, and dedication in everything we do.

As Duro-Last Certified and GAF Master Elite Contractors, we set the standard for excellence in the roofing industry. We are on the lookout for individuals who are determined, self-motivated, and eager to push their boundaries. If you have a thirst for challenges and are ready to take your skills to the next level, we want you on our team!

Join us at 1st Class Roofing, Inc., where we embrace growth, foster teamwork, and provide a platform for you to shine. Take the leap, join a company dedicated to your success, and be part of something exceptional.

Your future in roofing starts here - apply now and embark on a journey of professional growth and achievement with 1st Class Roofing, Inc.!

🌟🔧🏠 #RoofingCareers #JoinOurTeam #1stClassRoofingInc #CareerGrowth

**Apply here.**

\* required fields

**First Name\***



Submitted by: Alex Eggers Submission Date: 06/24/25

President Name Dovonna Roberts

Best regards,

A handwritten signature in black ink that reads "Dovonna Roberts". The signature is written in a cursive style with a large initial "D".

Dovonna Roberts  
President/ License holder  
Ccc1327267

## IX. Non-Compliance

a) **Qualitative Efforts:** If reporting indicates that the contractor and/or subcontractor has not met the Section 3 benchmarks, the contractor/subcontractor must report in a method prescribed by HND on the qualitative nature of its activities pursued per 24 C.F.R. § 75.15(b) and § 75.25(b).

Such qualitative efforts may, for example, include but are not limited to the following:

- Engaged in outreach efforts to identify and secure bids from Section 3 business concerns.
- Provided technical assistance to help Section 3 business concerns understand and bid on contracts.
- Divided contracts into smaller jobs to facilitate participation by Section 3 business concerns.
- Engaged in outreach efforts to generate job applicants who are Targeted Section 3 workers.
- Provided link information for training or apprenticeship opportunities.
- Provided technical assistance to help Section 3 workers compete for jobs (e.g., resume assistance, coaching).
- Provided or connected Section 3 workers with assistance in seeking employment including: drafting resumes, preparing for interviews, and finding job opportunities connecting residents to job placement services.
- Held one or more job fairs.
- Provided or referred Section 3 workers to services supporting work readiness and retention (e.g., work readiness activities, interview clothing, test fees, transportation, childcare).
- Provided assistance to apply for/or attend community college, a four-year educational institution, or vocational/technical training.
- Assisted Section 3 workers to obtain financial literacy training and/or coaching.
- Provided bonding assistance, guaranties, or other efforts to support viable bids from Section 3 business concerns.
- Promoted use of business registries designed to create opportunities for disadvantaged and small businesses.
- Outreach, engagement, or referrals with the state one-stop system as defined in Section 121(e)(2) of the Workforce Innovation and Opportunity Act

b) **Complaints:** Complaints alleging failure of compliance with 24 C.F.R. § 75 may be reported to the HUD program office responsible for the public housing financial assistance or the Section 3 project, or to the local HUD field office.

COMPANY: 1st Class Roofing, Inc.  
SIGNATURE: *Doreanna Roberts*  
ADDRESS: 1815 Thornhill Rd Suite 301S, Auburndale, FL 33823  
DATE: 6/25/2025

## HUD Compliance and Monitoring?

HUD monitors the performance of recipients and contractors. HUD examines employment and contract records for evidence of actions taken to train and employ Section 3 residents and to award contracts to Section 3 businesses. HUD provides technical assistance to recipients and contractors in order to obtain compliance with Section 3 requirements.

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

There is a complaint process. Section 3 residents and business concerns may file complaints if they think a violation of Section 3 requirements has occurred where a HUD-funded project is planned or underway. Complaints will be investigated; if appropriate, voluntary resolutions will be sought. There are appeal rights to the Secretary. Section 3 residents and businesses may also seek judicial relief.

## How can Section 3 businesses or residents complain about a violation of Section 3 requirements?

They can file a complaint in writing to the local HUD FHEO Office or to:

### **The Assistant Secretary for Fair Housing and Equal Opportunity**

U.S. Department of Housing and Urban Development  
451 Seventh Street, SW, Room 5100  
Washington, DC 20410-2000  
1-800-669-9777  
1-800-927-9276 (TTY)

[www.hud.gov](http://www.hud.gov) [www.espanol.hud.gov](http://www.espanol.hud.gov)

A written complaint should contain:

1. Name and address of the person filing the complaint;
2. Name and address of subject of complaint (HUD recipient or contractor);
3. Description of acts or omissions in alleged violation of Section 3;
4. Statement of corrective actions sought.

# U.S. DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT

## Section 3

## Economic Opportunity *A Piece of the American Dream*



U.S. Department of Housing  
and Urban Development



Fair Housing and Equal  
Opportunity

## Section 3 Act

Section 3 of the Housing and Urban Development Act of 1968 (12 U.S.C. 1701u) (as amended), requires that economic opportunities generated by certain HUD financial assistance for housing (including Public and Indian Housing) and community development programs shall, to the greatest extent feasible, be given to low and very low-income persons, particularly those who are recipients of government assistance for housing, and to businesses that provide economic opportunities for these persons.

Other HUD programs covered by Section 3 (to distinguish between HUD Public and Indian housing programs) are those that provide housing or community development assistance for housing rehabilitation, housing construction, or other public construction project.

## Who are Section 3 residents?

Public housing residents including persons with disabilities.

Low and very low income persons who live in the area where a HUD assisted project is located.

## What is a Section 3 business?

A section 3 business is one:

That is owned by Section 3 residents  
Employs Section 3 residents or;  
Subcontracts with businesses that provide opportunities to low and very low income persons.

## What types of Economic Opportunities are available under Section 3?

- ✓ Jobs and Employment opportunities
- ✓ Training and Educational opportunities
- ✓ Contracts and Business opportunities

## Who will provide the Economic Opportunities?

Recipients of HUD financial assistance and their contractors and subcontractors are expected to develop a Section 3 Plan to assure that economic opportunities to the greatest extent feasible, are provided to low and very low-income persons and to qualified Section 3 businesses. One element of that Plan is the use of a Section 3 clause which indicates that all work performed under the contract are subject to the requirements of Section 3.

## Who receives Economic Opportunities under Section 3?

*For training and employment:*

- ✓ persons in public and assisted housing;
- ✓ persons in the affected project neighborhood;
- ✓ participants in HUD Youth-build programs;
- ✓ homeless persons.

*For contracting:*

- ✓ businesses which fit the definition of a Section 3 business.

## How can individuals and businesses find out more about Section 3?

Contact the Fair Housing and Equal Opportunity representative at your nearest HUD Office.



### ¿Cómo obliga el HUD a cumplir la ley y cómo vigila su cumplimiento?

El HUD vigila el desempeño de los receptores de la asistencia y de los contratistas. El HUD examina las constancias de empleo y de las contrataciones para saber si se han tomado medidas para capacitar y dar empleo a los residentes según la Sección 3, así como para adjudicar contratos a las empresas según la Sección 3.



### ¿Qué se hace si alguna empresa parece no cumplir con la Sección 3?

Existe un procedimiento de denuncia. Los residentes y las empresas según la

Sección 3 pueden presentar denuncias si consideran que ha ocurrido una infracción de los requisitos de la Sección 3 que afecta a un proyecto financiado por el HUD, planificado o en vías de realización. Estas denuncias se investigarán y se procurará resolverlas de forma voluntaria. Hay derecho de apelación ante el Secretario. Los residentes y las empresas según la Sección 3 también pueden recurrir al desagravio por vía judicial.



### ¿Cómo pueden quejarse las empresas o los residentes según la Sección 3 de las infracciones de la misma?

Pueden presentar una denuncia por escrito a la delegación local de HUD/FHEO o a:

**The Assistant Secretary for Fair Housing and Equal Opportunity**

U.S. Department of Housing and Urban Development  
451 Seventh Street, SW, Room 5100  
Washington, DC 20410-2000  
1-800-669-9777  
1-800-927-9276 (TTY)  
[www.espanol.hud.gov](http://www.espanol.hud.gov)

En las denuncias por escrito se incluirán los datos siguientes:

- Nombre y dirección del denunciante;
- Nombre y dirección del denunciado (beneficiario o contratista del HUD);
- Descripción de los actos u omisiones que supuestamente han infringido la Sección 3;
- Declaración de las medidas correctivas que se solicitan.

HUD-1476-FHEO Rev 2 (Spanish) (4/06)

# Departamento de Vivienda y Desarrollo Urbano de los Estados Unidos de América

## SECCIÓN 3 OPORTUNIDAD ECONÓMICA

*Un trozo del ideal americano*



Departamento de Vivienda y Desarrollo Urbano de los Estados Unidos



Equidad de Vivienda e Igualdad de Oportunidades

April 2006

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Previous Editions are Obsolete

## Sección 3 de la Ley

Conforme a la Sección 3 de la Ley de Vivienda y Desarrollo Urbano de los Estados Unidos de 1968 (que figura en la Sección 1701u, enmendada, del título 12 del Código de los Estados Unidos), las oportunidades económicas que generen determinados tipos de asistencia financiera concedida por el Departamento de Vivienda y Desarrollo Urbano (HUD), incluida la destinada a la vivienda pública y la de los pueblos indígenas, se deberá proporcionar, en lo que sea factible, a las personas de ingresos bajos o muy bajos, especialmente a las que reciben asistencia pública para la vivienda, así como a las empresas que ofrecen oportunidades económicas a esas personas.

El HUD también administra otros programas conforme a la Sección 3. Para distinguir entre los programas para la vivienda pública y los destinados a los pueblos indígenas, estos otros programas proporcionan asistencia para la vivienda o para el desarrollo comunitario dirigida a la rehabilitación y construcción de viviendas o a otros proyectos de construcción pública.

## ¿Quiénes son los residentes según la Sección 3?

Los residentes de viviendas públicas, incluidos los discapacitados.

Las personas de ingresos bajos o muy bajos que viven donde hay bloques de viviendas que reciben asistencia del HUD.

## ¿Cuáles son las empresas según la Sección 3?

Por una empresa según la Sección 3 se entiende:

- La que es propiedad de residentes según la Sección 3.
- La que emplea a residentes según la Sección 3.
- La que subcontrata a empresas que proporcionan oportunidades a personas de ingresos bajos o muy bajos.

## ¿Qué tipos de oportunidades económicas se ofrecen según la Sección 3?

- ✓ Oportunidades de trabajo y empleo
- ✓ Oportunidades de capacitación y educación
- ✓ Contracts and Business opportunities

## ¿Quién proporcionará las oportunidades económicas?

Los receptores de la asistencia financiera del HUD y sus contratistas y subcontratistas están obligados a elaborar planes conforme a la Sección 3 para asegurar que, en lo que sea factible, se proporcionen oportunidades a las personas de ingresos bajos o muy bajos y a las empresas que reúnan las condiciones que estipula la Sección 3. En esos planes se especificará que todos los trabajos efectuados conforme al contrato cumplan con los requisitos de la Sección 3.

## ¿Quién recibe las oportunidades económicas según la Sección 3?

Con fines de capacitación y empleo:

- ✓ Los residentes en viviendas públicas o subvencionadas;
- ✓ Los residentes en el vecindario de las viviendas públicas o subvencionadas;
- ✓ Los participantes en los programas del HUD de ayuda a la juventud (Youth-build programs);
- ✓ Las personas sin hogar.

Para conseguir contratos:

- ✓ Los negocios que se ajusten a la definición de las empresas según la Sección 3.

## ¿Cómo pueden las personas y las empresas recibir más información acerca de la Sección 3?

Deben comunicarse con el representante de la Oficina para la Equidad de Vivienda e Igualdad de Oportunidades (Fair Housing and Equal Opportunity, FHEO), en la delegación del HUD más cercana.



# Know Your Rights: Workplace Discrimination is Illegal

The U.S. Equal Employment Opportunity Commission (EEOC) enforces Federal laws that protect you from discrimination in employment. If you believe you've been discriminated against at work or in applying for a job, the EEOC may be able to help.

## Who is Protected?

- Employees (current and former), including managers and temporary employees
- Job applicants
- Union members and applicants for membership in a union

## What Types of Employment Discrimination are Illegal?

Under the EEOC's laws, an employer may not discriminate against you, regardless of your immigration status, on the bases of:

- Race
- Color
- Religion
- National origin
- Sex (including pregnancy, childbirth, and related medical conditions, sexual orientation, or gender identity)
- Age (40 and older)
- Disability
- Genetic information (including employer requests for, or purchase, use, or disclosure of genetic tests, genetic services, or family medical history)
- Retaliation for filing a charge, reasonably opposing discrimination, or participating in a discrimination lawsuit, investigation, or proceeding
- Interference, coercion, or threats related to exercising rights regarding disability discrimination or pregnancy accommodation

## What Organizations are Covered?

- Most private employers
- State and local governments (as employers)
- Educational institutions (as employers)
- Unions
- Staffing agencies

## What Employment Practices can be Challenged as Discriminatory?

All aspects of employment, including:

- Discharge, firing, or lay-off
- Harassment (including unwelcome verbal or physical conduct)
- Hiring or promotion
- Assignment
- Pay (unequal wages or compensation)
- Failure to provide reasonable accommodation for a disability; pregnancy, childbirth, or related medical condition; or a sincerely-held religious belief, observance or practice
- Benefits
- Job training
- Classification
- Referral
- Obtaining or disclosing genetic information of employees
- Requesting or disclosing medical information of employees
- Conduct that might reasonably discourage someone from opposing discrimination, filing a charge, or participating in an investigation or proceeding
- Conduct that coerces, intimidates, threatens, or interferes with someone exercising their rights, or someone assisting or encouraging someone else to exercise rights, regarding disability discrimination (including accommodation) or pregnancy accommodation

## What can You Do if You Believe Discrimination has Occurred?

Contact the EEOC promptly if you suspect discrimination. Do not delay, because there are strict time limits for filing a charge of discrimination (180 or 300 days, depending on where you live/work). You can reach the EEOC in any of the following ways:

**Submit** an inquiry through the EEOC's public portal:  
<https://publicportal.eeoc.gov/Portal/Login.aspx>

**Call** 1-800-669-4000 (toll free)  
1-800-669-6820 (TTY)  
1-844-234-5122 (ASL video phone)

**Visit** an EEOC field office (information at [www.eeoc.gov/field-office](http://www.eeoc.gov/field-office))

**E-Mail** [info@eeoc.gov](mailto:info@eeoc.gov)

Additional information about the EEOC, including information about filing a charge of discrimination, is available at [www.eeoc.gov](http://www.eeoc.gov).



## EMPLOYERS HOLDING FEDERAL CONTRACTS OR SUBCONTRACTS

The Department of Labor's Office of Federal Contract Compliance Programs (OFCCP) enforces the nondiscrimination and affirmative action commitments of companies doing business with the Federal Government. If you are applying for a job with, or are an employee of, a company with a Federal contract or subcontract, you are protected under Federal law from discrimination on the following bases:

### Race, Color, Religion, Sex, Sexual Orientation, Gender Identity, National Origin

Executive Order 11246, as amended, prohibits employment discrimination by Federal contractors based on race, color, religion, sex, sexual orientation, gender identity, or national origin, and requires affirmative action to ensure equality of opportunity in all aspects of employment.

### Asking About, Disclosing, or Discussing Pay

Executive Order 11246, as amended, protects applicants and employees of Federal contractors from discrimination based on inquiring about, disclosing, or discussing their compensation or the compensation of other applicants or employees.

### Disability

Section 503 of the Rehabilitation Act of 1973, as amended, protects qualified individuals with disabilities from discrimination in hiring, promotion, discharge, pay, fringe benefits, job training, classification, referral, and other aspects of employment by Federal contractors. Disability discrimination includes not making reasonable accommodation to the known physical or mental limitations of an otherwise qualified individual with a disability who is an applicant or employee, barring undue hardship to the employer. Section 503 also requires that Federal contractors take affirmative action to employ and advance in employment qualified individuals with disabilities at all levels of employment, including the executive level.

### Protected Veteran Status

The Vietnam Era Veterans' Readjustment Assistance Act of 1974, as amended, 38 U.S.C. 4212, prohibits employment discrimination against, and requires affirmative action to recruit, employ, and advance in employment, disabled veterans, recently separated veterans (i.e., within three years of discharge or release from active duty), active duty wartime or campaign badge veterans, or Armed Forces service medal veterans.

### Retaliation

Retaliation is prohibited against a person who files a complaint of discrimination, participates in an OFCCP proceeding, or otherwise opposes discrimination by Federal contractors under these Federal laws.

Any person who believes a contractor has violated its nondiscrimination or affirmative action obligations under OFCCP's authorities should contact immediately:

The Office of Federal Contract Compliance Programs (OFCCP)  
U.S. Department of Labor  
200 Constitution Avenue, N.W.  
Washington, D.C. 20210  
1-800-397-6251 (toll-free)

If you are deaf, hard of hearing, or have a speech disability, please dial 7-1-1 to access telecommunications relay services. OFCCP may also be contacted by submitting a question online to OFCCP's Help Desk at <https://ofccphelpdesk.dol.gov/s/>, or by calling an OFCCP regional or district office, listed in most telephone directories under U.S. Government, Department of Labor and on OFCCP's "Contact Us" webpage at <https://www.dol.gov/agencies/ofccp/contact>.

## PROGRAMS OR ACTIVITIES RECEIVING FEDERAL FINANCIAL ASSISTANCE

### Race, Color, National Origin, Sex

In addition to the protections of Title VII of the Civil Rights Act of 1964, as amended, Title VI of the Civil Rights Act of 1964, as amended, prohibits discrimination on the basis of race, color or national origin in programs or activities receiving Federal financial assistance. Employment discrimination is covered by Title VI if the primary objective of the financial assistance is provision of employment, or where employment discrimination causes or may cause discrimination in providing services under such programs. Title IX of the Education Amendments of 1972 prohibits employment discrimination on the basis of sex in educational programs or activities which receive Federal financial assistance.

### Individuals with Disabilities

Section 504 of the Rehabilitation Act of 1973, as amended, prohibits employment discrimination on the basis of disability in any program or activity which receives Federal financial assistance. Discrimination is prohibited in all aspects of employment against persons with disabilities who, with or without reasonable accommodation, can perform the essential functions of the job.

If you believe you have been discriminated against in a program of any institution which receives Federal financial assistance, you should immediately contact the Federal agency providing such assistance.



# Conozca sus Derechos:

## La Discriminación en el Lugar de Trabajo es Ilegal

La Comisión Para la Igualdad de Oportunidades en el Empleo (EEOC, por sus siglas en inglés) de los EE. UU. hace cumplir las leyes federales que lo protegen contra la discriminación en el empleo. Si cree que ha sido discriminado(a) en el trabajo o al solicitar un trabajo, la EEOC puede ayudarle.

### ¿Quién está Protegido?

- Empleados (actuales y anteriores), incluyendo gerentes y empleados temporales
- Miembros de sindicatos y Solicitantes de membresía en un sindicato
- Aplicantes de trabajo

### ¿Qué Tipos de Discriminación Laboral son Ilegales?

Según las leyes de la EEOC, un empleador no puede discriminarlo, independientemente de su estatus migratorio, por motivos de:

- Raza
- Color
- Religión
- Origen nacional
- Sexo (incluyendo embarazo, parto, y condiciones médicas relacionadas, orientación sexual o identidad de género)
- Edad (40 años o más)
- Discapacidad
- Información genética (incluyendo solicitudes del empleador para la compra, el uso o la divulgación de pruebas genéticas, servicios genéticos o historial médico familiar)
- Tomar represalias por presentar un cargo, oponerse razonablemente a la discriminación o participar en una demanda, investigación o procedimiento por discriminación
- Interferencia, coerción o amenazas relacionadas con el ejercicio de los derechos relacionados con la discriminación por discapacidad o la acomodación por embarazo

### ¿Qué Organizaciones están Cubiertas?

- La mayoría de los empleadores privados
- Instituciones educativas (como empleadores)
- Gobiernos estatales y locales (como empleadores)
- Sindicatos
- Agencias de empleo

### ¿Qué Prácticas Laborales Pueden ser Discriminatorias?

Todos los aspectos del empleo, incluyendo:

- Despidos
- Acoso (incluyendo conducta física o verbal no deseada)
- Contratación o promoción
- Asignaciones
- Remuneración (salarios desiguales o compensación)
- Falta de proporcionar adaptaciones razonables para una discapacidad; embarazo, parto o condición médica relacionada al embarazo o parto; o para la observancia o práctica de una creencia religiosa sincera
- Beneficios
- Formación profesional
- Clasificación
- Referencias
- Obtención o divulgación de información genética de los empleados
- Solicitud o divulgación de información médica de los empleados
- Conducta que podría desalentar razonablemente a alguien de oponerse a la discriminación, presentar un cargo o participar en una investigación o procedimiento
- Conducta que coaccione, intimide, amenace o interfiera con el ejercicio de sus derechos por parte de alguien, o alguien que ayude o aliente a otra persona a ejercer sus derechos, en relación con la discriminación por discapacidad (incluyendo las adaptaciones) o adaptaciones por embarazo

### ¿Qué Puede Hacer si Cree que ha Ocurrido Discriminación?

Comuníquese con la EEOC de inmediato si sospecha discriminación. No demore, porque existen límites de tiempo estrictos para presentar una denuncia por discriminación (180 o 300 días, según el lugar donde viva o trabaje). Puede comunicarse con la EEOC de cualquiera de las siguientes maneras:

**Presentar** una consulta a través del Portal Público de la EEOC: <https://publicportal.eeoc.gov/Portal/Login.aspx>

**Llame** 1-800-669-4000 (número gratuito)  
1-800-669-6820 (TTY)  
1-844-234-5122 (Video Teléfono de ASL)

**Visite** una Oficina de Campo de la EEOC (información en [www.eeoc.gov/field-office](http://www.eeoc.gov/field-office))

**Corre Electrónico:** [info@eeoc.gov](mailto:info@eeoc.gov)

Información adicional sobre la EEOC, incluyendo información sobre cómo presentar un cargo de discriminación, está disponible en [www.eeoc.gov/es](http://www.eeoc.gov/es).



# EMPLEADORES QUE TIENEN CONTRATOS O SUBCONTRATOS FEDERALES

La Oficina de Programas de Cumplimiento de Contratos Federales (OFCCP, por sus siglas en inglés) del Departamento de Trabajo hace cumplir los compromisos de no discriminación y acción afirmativa de las empresas que hacen negocios con el gobierno federal. Si está solicitando un trabajo con, o es un empleado de una empresa con un contrato o subcontrato federal, usted está protegido(a) por la ley federal contra la discriminación en las siguientes bases:

## Raza, Color, Religión, Sexo, Orientación Sexual, Identidad de Género, Origen Nacional

La Orden Ejecutiva 11246, enmendada, prohíbe la discriminación laboral por parte de los contratistas federales por motivos de raza, color, religión, sexo, orientación sexual, identidad de género u origen nacional, y requiere acción afirmativa para garantizar la igualdad de oportunidades en todos los aspectos del empleo.

## Preguntar, Divulgar o Discutir Salarios

La Orden Ejecutiva 11246, enmendada, protege a los solicitantes y empleados de contratistas federales de la discriminación basada en preguntar, divulgar o discutir su compensación o la compensación de otros solicitantes o empleados.

## Discapacidad

La Sección 503 del Acta de Rehabilitación de 1973, según enmendada, protege a las personas calificadas con discapacidades contra la discriminación en la contratación, promoción, despido, pago, beneficios complementarios, capacitación laboral, clasificación, referencias y otros aspectos del empleo por parte de contratistas federales. La discriminación por discapacidad incluye no hacer adaptaciones razonables a las limitaciones físicas o mentales conocidas de una persona con una discapacidad que de otro modo calificaría y que es un solicitante o empleado, a menos que haga una dificultad excesiva para el empleador. La Sección 503 también requiere que los contratistas federales tomen medidas afirmativas para emplear y promover a personas calificadas con discapacidades en todos los niveles de empleo, incluyendo a nivel ejecutivo.

## Estatus Protegido Como Veterano

El Acta de Asistencia para el Reajuste de los Veteranos de la Era de Vietnam de 1974, modificada, 38 U.S.C. 4212, prohíbe la discriminación laboral y requiere acción afirmativa para reclutar, emplear y avanzar en el empleo a veteranos discapacitados, veteranos recientemente separados (es decir, dentro de los tres años posteriores a su separación o liberación del servicio activo), veteranos en servicio activo en tiempo de guerra o insignia de campaña, o veteranos con medallas de servicio de las fuerzas armadas.

## Represalias

Se prohíben las represalias contra una persona que presente una queja por discriminación, participe en un procedimiento de la OFCCP o se oponga a la discriminación por parte de contratistas federales en virtud de estas leyes federales.

Cualquier persona que crea que un contratista ha violado sus obligaciones de no discriminar o acción afirmativa bajo las autoridades de la OFCCP debe comunicarse de inmediato con:

La Oficina de Programas de Cumplimiento de Contratos Federales (OFCCP),  
Departamento de Trabajo de los EE. UU.,  
200 Constitution Avenue, N.W.  
Washington, D.C. 20210  
1-800-397-6251 (llamada gratuita).

Si es sordo, tiene problemas de audición o tiene una discapacidad del habla, marque 7-1-1 para acceder a los servicios de retransmisión de telecomunicaciones. También se puede contactar a la OFCCP enviando una pregunta en línea a la mesa de ayuda de la OFCCP en <https://ofccphelpdesk.dol.gov/s/>, o llamando a una oficina regional o distrital de la OFCCP, que figura en la mayoría de los directorios telefónicos bajo el Departamento de Trabajo de los EE.UU y en la página web “Contáctenos” de la OFCCP en <https://www.dol.gov/agencies/ofccp/contact>.

# PROGRAMAS O ACTIVIDADES QUE RECIBEN ASISTENCIA FINANCIERA FEDERAL

## Raza, Color, Origen Nacional, Sexo

Además de las protecciones del Título VII del Acta de Derechos Civiles de 1964, según enmendada, el Título VI del Acta de Derechos Civiles de 1964, según enmendada, prohíbe la discriminación por motivos de raza, color, u origen nacional en programas o actividades que reciben asistencia financiera. La discriminación laboral está cubierta por el Título VI si el objetivo principal de la asistencia financiera es la provisión de empleo, o cuando la discriminación laboral cause o pueda causar discriminación en la prestación de servicios bajo dichos programas. El Título IX de las Enmiendas de Educación de 1972 prohíbe la discriminación laboral por razón de sexo en programas o actividades educativas que reciben asistencia financiera federal.

## Personas con Discapacidades

La Sección 504 del Acta de Rehabilitación de 1973, enmendada, prohíbe la discriminación laboral por motivos de discapacidad en cualquier programa o actividad que reciba asistencia financiera federal. Está prohibida la discriminación en todos los aspectos de empleo contra las personas con discapacidades que, con o sin ajustes razonables, pueden desempeñar las funciones esenciales del trabajo.

Si cree que ha sido discriminado(a) en un programa de cualquier institución que recibe asistencia financiera federal, debe comunicarse de inmediato con la agencia federal que brinda dicha asistencia.

(Actualizado 6/27/2023)

# WORKER RIGHTS

## UNDER THE DAVIS-BACON ACT

### FOR LABORERS AND MECHANICS WORKING ON FEDERAL OR FEDERALLY ASSISTED CONSTRUCTION PROJECTS

The law requires employers to display this poster where workers can readily see it.

#### PREVAILING WAGES

You must be paid not less than the wage rate listed in the Davis-Bacon Wage Decision posted with this notice for the work you perform.

#### OVERTIME

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

#### ENFORCEMENT

Contract payments can be withheld to ensure workers receive wages and overtime pay due, and liquidated damages may apply if overtime pay requirements are not met. Davis-Bacon contract clauses allow contract termination and debarment of contractors from future federal contracts for three years. A contractor who falsifies certified payroll records or induces wage kickbacks may be subject to civil or criminal prosecution, fines and/or imprisonment.

#### APPRENTICES

Apprentice rates apply only to apprentices properly registered under approved federal or state apprenticeship programs.

#### RETALIATION

The law prohibits discharging or otherwise retaliating against workers for filing a complaint, cooperating in an investigation, or testifying in a proceeding under the Davis-Bacon and Related Acts.

#### PROPER PAY

If you do not receive proper pay, or require further information on the applicable wages, contact the Contracting Officer listed below:

or contact the U.S. Department of Labor's Wage and Hour Division.



WAGE AND HOUR DIVISION  
UNITED STATES DEPARTMENT OF LABOR

866-487-9243  
[dol.gov/agencies/whd](https://dol.gov/agencies/whd)



# DERECHOS DE LOS TRABAJADORES BAJO LA LEY DAVIS-BACON

## PARA OBREROS Y MECÁNICOS QUE TRABAJAN EN PROYECTOS DE CONSTRUCCIÓN FEDERAL O CON ASISTENCIA FEDERAL

La ley exige que los empleadores coloquen este cartel en un lugar donde los trabajadores puedan verlo fácilmente.

### **SALARIOS PREVALECIENTES**

No se le puede pagar menos de la tasa de pago indicada en la Decisión de Salarios Davis-Bacon fijada con este Aviso para el trabajo que Ud. desempeña.

### **SOBRETIEMPO**

Se le ha de pagar no menos de tiempo y medio de su tasa básica de pago por todas las horas trabajadas en exceso de 40 en una semana laboral. Existen pocas excepciones.

### **CUMPLIMIENTO**

Se pueden retener pagos por contratos para asegurarse que los obreros reciban los salarios y el pago de sobretiempo debidos, y se podría aplicar daños y perjuicios si no se cumple con las exigencias del pago de sobretiempo. Las cláusulas contractuales Davis-Bacon permiten la rescisión del contrato y la exclusión de los contratistas de futuros contratos federales durante tres años. El contratista que falsifique los registros certificados de las nóminas de pago o induzca devoluciones de salarios puede ser sujeto a procesamiento civil o criminal, multas y/o encarcelamiento.

### **APRENDICES**

Las tasas de aprendices sólo se aplican a aprendices correctamente inscritos bajo programas federales o estatales aprobados.

### **REPRESALIAS**

La ley prohíbe despedir o tomar represalias contra los trabajadores por presentar una queja, cooperar en una investigación o testificar en un procedimiento bajo la Ley Davis-Bacon y Leyes Relacionadas.

### **PAGO APROPIADO**

Si no recibe el pago apropiado, o precisa de información adicional sobre los salarios aplicables, póngase en contacto con el Contratista Oficial que aparece abajo:

o póngase en contacto con la División de Horas y Salarios del Departamento de Trabajo de los EE.UU.





U.S. Department of Labor

**OSHA**<sup>®</sup>

Occupational Safety  
and Health Administration

# Job Safety and Health

## IT'S THE LAW!

### All workers have the right to:

- A safe workplace.
- Raise a safety or health concern with your employer or OSHA, or report a work-related injury or illness, without being retaliated against.
- Receive information and training on job hazards, including all hazardous substances in your workplace.
- Request a confidential OSHA inspection of your workplace if you believe there are unsafe or unhealthy conditions. You have the right to have a representative contact OSHA on your behalf.
- Participate (or have your representative participate) in an OSHA inspection and speak in private to the inspector.
- File a complaint with OSHA within 30 days (by phone, online or by mail) if you have been retaliated against for using your rights.
- See any OSHA citations issued to your employer.
- Request copies of your medical records, tests that measure hazards in the workplace, and the workplace injury and illness log.

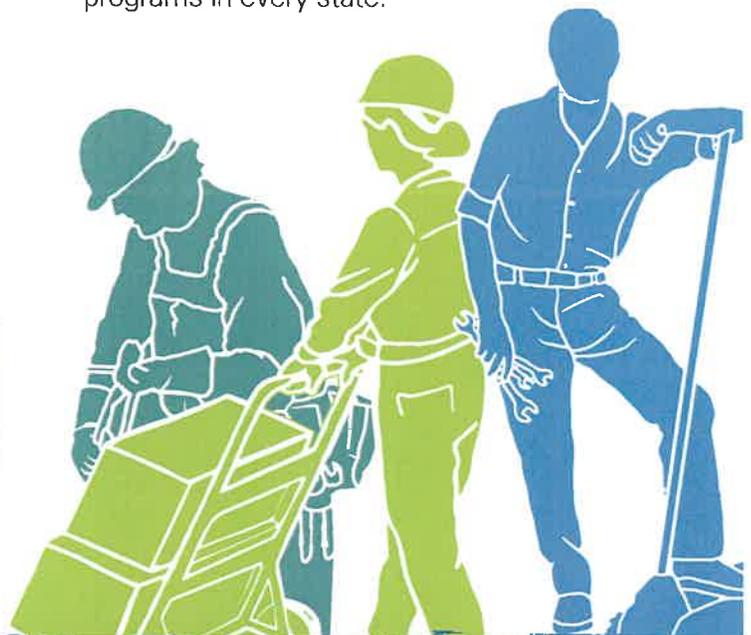
*This poster is available free from OSHA.*

**Contact OSHA. We can help.**

### Employers must:

- Provide employees a workplace free from recognized hazards. It is illegal to retaliate against an employee for using any of their rights under the law, including raising a health and safety concern with you or with OSHA, or reporting a work-related injury or illness.
- Comply with all applicable OSHA standards.
- Notify OSHA within 8 hours of a workplace fatality or within 24 hours of any work-related inpatient hospitalization, amputation, or loss of an eye.
- Provide required training to all workers in a language and vocabulary they can understand.
- Prominently display this poster in the workplace.
- Post OSHA citations at or near the place of the alleged violations.

On-Site Consultation services are available to small and medium-sized employers, without citation or penalty, through OSHA-supported consultation programs in every state.





Departamento de Trabajo  
de los EE. UU.



Administración de  
Seguridad y Salud  
Ocupacional

# Seguridad y Salud en el Trabajo

## ¡ES LA LEY!

### Todos los trabajadores tienen el derecho a:

- Un lugar de trabajo seguro.
- Decir algo a su empleador o la OSHA sobre preocupaciones de seguridad o salud, o reportar una lesión o enfermedad en el trabajo, sin sufrir represalias.
- Recibir información y entrenamiento sobre los peligros del trabajo, incluyendo sustancias tóxicas en su sitio de trabajo.
- Pedir una inspección confidencial de OSHA de su lugar de trabajo si usted cree que hay condiciones inseguras o insalubres. Usted tiene el derecho a que un representante se comunice con OSHA en su nombre.
- Participar (o su representante puede participar) en la inspección de OSHA y hablar en privado con el inspector.
- Presentar una queja con la OSHA dentro de 30 días (por teléfono, por internet, o por correo) si usted ha sufrido represalias por ejercer sus derechos.
- Ver cualquier citación de la OSHA emitidas a su empleador.
- Pedir copias de sus registros médicos, pruebas que miden los peligros en el trabajo, y registros de lesiones y enfermedades relacionadas con el trabajo.

### Los empleadores deben:

- Proveer a los trabajadores un lugar de trabajo libre de peligros reconocidos. Es ilegal discriminar contra un empleado quien ha ejercido sus derechos bajo la ley, incluyendo hablando sobre preocupaciones de seguridad o salud a usted o con la OSHA, o por reportar una lesión o enfermedad relacionada con el trabajo.
- Cumplir con todas las normas aplicables de la OSHA.
- Notificar a la OSHA dentro de 8 horas de una fatalidad laboral o dentro de 24 horas de cualquier hospitalización, amputación, o pérdida de ojo relacionado con el trabajo.
- Proporcionar el entrenamiento requerido a todos los trabajadores en un idioma y vocabulario que pueden entender.
- Mostrar claramente este cartel en el lugar de trabajo.
- Mostrar las citaciones de la OSHA acerca del lugar de la violación alegada.

Servicios de consulta en el lugar de trabajo están disponibles para empleadores de tamaño pequeño y mediano sin citación o multa, a través de los programas de consulta apoyados por la OSHA en cada estado.

*Este cartel está disponible de la OSHA para gratis.*

**Llame OSHA. Podemos ayudar.**



"General Decision Number: FL20250223 03/14/2025

Superseded General Decision Number: FL20240223

State: Florida

Construction Type: Building

County: Polk 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).

<p>If the contract is entered into on or after January 30, 2022, or the contract is renewed or extended (e.g., an option is exercised) on or after January 30, 2022:</p>	<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 \$17.75 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract in 2025.</li> </ul>
<p>If the contract was awarded on or between January 1, 2015 and January 29, 2022, and the contract is not renewed or extended on or after January 30, 2022:</p>	<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 \$13.30 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 2025.</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	01/03/2025
1	01/24/2025

ASBE0067-003 01/01/2021

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

ELEC0915-005 12/01/2024

	Rates	Fringes
ELECTRICIAN (Includes Low Voltage Wiring).....	\$ 31.58	43%+0.35

\* ELEV0074-001 01/01/2025

	Rates	Fringes
ELEVATOR MECHANIC.....	\$ 51.83	38.435+a+b

FOOTNOTE:

- a. Employer contributions 8% of regular hourly rate to vacation pay credit for employee who has worked in business more than 5 years; Employer contributions 6% of regular hourly rate to vacation pay credit for employee who has worked in business less than 5 years.
- b. Paid Holidays: New Year's Day; Memorial Day; Independence Day; Labor Day; Veterans' Day, Thanksgiving Day; The Friday after Thanksgiving Day; and Christmas Day.

ENGI0487-030 06/01/2023

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

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

IRON0402-001 10/01/2024

	Rates	Fringes
IRONWORKER, ORNAMENTAL.....	\$ 28.90	15.66

SFFL0821-004 01/01/2025

Rates	Fringes
-------	---------

SPRINKLER FITTER (Fire  
Sprinklers).....\$ 34.03                   23.70

\* SUFL2014-032 08/16/2016

	Rates	Fringes
CARPENTER.....	\$ 17.10 **	1.63
CEMENT MASON/CONCRETE FINISHER...	\$ 14.82 **	0.00
IRONWORKER, REINFORCING.....	\$ 22.81	11.58
IRONWORKER, STRUCTURAL.....	\$ 21.87	0.00
LABORER: Common or General, Including Cement Mason Tending...	\$ 11.96 **	1.43
LABORER: Pipelayer.....	\$ 15.00 **	0.54
OPERATOR: Backhoe/Excavator/Trackhoe.....	\$ 17.80	2.81
OPERATOR: Bulldozer.....	\$ 15.40 **	1.90
OPERATOR: Grader/Blade.....	\$ 18.97	0.00
OPERATOR: Loader.....	\$ 16.30 **	0.00
OPERATOR: Roller.....	\$ 14.43 **	4.78
PAINTER: Brush, Roller and Spray.....	\$ 13.54 **	0.00
PIPEFITTER.....	\$ 22.89	9.93
PLUMBER.....	\$ 19.65	5.14
ROOFER.....	\$ 16.79 **	0.00
SHEET METAL WORKER, Includes HVAC Duct Installation.....	\$ 14.85 **	0.00
TILE SETTER.....	\$ 17.25 **	1.74
TRUCK DRIVER: Dump Truck.....	\$ 12.95 **	2.28
TRUCK DRIVER: Lowboy Truck.....	\$ 14.24 **	0.00

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

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\*\* Workers in this classification may be entitled to a higher minimum wage under Executive Order 14026 (\$17.75) or 13658 (\$13.30). 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 classifications and wage rates that have been found to be prevailing for the type(s) of construction and geographic area covered by the wage determination. The classifications are listed in alphabetical order under rate identifiers indicating whether the particular rate is a union rate (current union negotiated rate), a survey rate, a weighted union average rate, a state adopted rate, or a supplemental classification rate.

#### Union Rate Identifiers

A four-letter identifier beginning with characters other than ""SU"", ""UAVG"", ?SA?, or ?SC? denotes that a union rate was prevailing for that classification in the survey. Example: PLUM0198-005 07/01/2024. PLUM is an identifier of the union whose collectively bargained rate prevailed in the survey for this classification, which in this example would be Plumbers. 0198 indicates the local union number or district council number where applicable, i.e., Plumbers Local 0198. The next number, 005 in the example, is an internal number used in processing the wage determination. The date, 07/01/2024 in the example, is the effective date of the most current negotiated rate.

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

#### Union Average Rate Identifiers

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

in the example, indicates the date the wage determination was updated to reflect the most current union average rate.

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

#### Survey Rate Identifiers

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

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

#### State Adopted Rate Identifiers

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

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#### WAGE DETERMINATION APPEALS PROCESS

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

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

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

Branch of Wage Surveys  
Wage and Hour Division

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

Regarding any other wage determination matter such as conformance decisions, requests for initial decisions should be directed to the WHD Branch of Construction Wage Determinations. Requests can be submitted via email to BCWD-Office@dol.gov or by mail to:

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

2) If an initial decision has been issued, then any interested party (those affected by the action) that disagrees with the decision can request review and reconsideration from the Wage and Hour Administrator (See 29 CFR Part 1.8 and 29 CFR Part 7). Requests for review and reconsideration can be submitted via email to dba.reconsideration@dol.gov or by mail to:

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

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

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

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

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END OF GENERAL DECISION"

Tabatha,

We were unsure whether a completed Section 3 Business Certification form was required, as we do not currently have any employees who meet the HUD Section 3 criteria. However, we are committed to making a good faith effort to recruit and consider applicants who do meet these requirements.

Please feel free to disregard the attached forms if submission is not necessary for firms that do not qualify as Section 3 businesses.

Thank you,

Polk County  
Housing and Neighborhood  
Development Office



## SECTION 3 FOR CONTRACTORS

### **CONTENTS**

Introduction

Contractors Responsibilities

Section 3 Clause

Section 3 Quick Facts

Section 3 Business Certification

Section 3 Resident Affidavit

Assurance of Compliance

Sample Plan

New Hires Report

#### **Point of Contact**

Bridget Engleman  
CDBG Program / Labor & Environmental Compliance  
Specialist  
863-534-5616



## *Introduction*

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Polk County Housing and Neighborhood Development Office (“County”) is the recipient of certain HUD financial assistance for public housing and housing and community development activities. These programs require compliance with Section 3 of the Housing and Urban Development Act of 1968. Section 3 requires that employment and other economic opportunities be directed toward low- and very-low income persons, particularly those who are recipients of federal assistance for housing, and to business concerns that employ these residents.

This handbook is provided as a guide to understanding Section 3 of the Housing and Urban Development Act of 1968, and the business and employment goals related to this project. It is intended to assist contractors in complying with Section 3 requirements, but does not supersede the contract provisions.

## ***Contractor Responsibilities***

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### **What are the Contractor's Responsibilities?**

The General Contractor and all subcontractors on this project are subject to compliance with Section 3 requirements as outlined in the Section 3 Clause of each contract, and the implementation of the regulations as outlined in 24 CFR part 135.

The General Contractor is required to incorporate the Section 3 Clause into all subcontracts.

The contractor and subcontractors agree to the greatest extent feasible, meet or exceed the following numerical goal:

- To employ qualified Section 3 residents as 30 percent (30%) of aggregate number of new hires resulting from contracts and subcontracts on this project
- Award to Section 3 business concerns at least ten percent (10%) of the total dollar amount of all section 3 covered contracts for building trades work, maintenance, repair, modernization or development of public or Indian housing, or for building trades work arising in connection with housing rehabilitation, housing construction and other public construction; and 3% of the total dollar amount of all other Section 3 contracts.

The contractor and subcontractors will report of Section 3 hiring, training, and subcontracting activities monthly to the Labor and Environmental Compliance Specialist.

At the completion of the project, the contractor will complete a Section 3 Summary Report, detailing the achievements and activities to reach Section 3 compliance on the project. In evaluating compliance, a recipient that has not met the numerical goals has the burden of demonstrating why it was not feasible to meet the numerical goals set forth in this section.

### **Activities that will help you achieve this goal:**

- Develop an estimated workforce projection for your work on this site
- List which positions you anticipate hiring while on this project
- Complete "Polk County Section 3 Economic Opportunity Plan" as evidence of your commitment to make employment opportunities available on this site
- Provide job descriptions for all open positions available through the company to Career Source Polk career centers ([www.careersourcepolk.com](http://www.careersourcepolk.com)).
- Include Section 3 preference language in all newspaper ads, flyers, and job notices.

- Contact the project manager for referrals of public housing residents who are seeking employment and training opportunities.
- Provide job applications to the Career Source Polk career centers ([www.careersourcepolk.com](http://www.careersourcepolk.com)) so that local area Section 3 residents may complete them on site.
- Coordinate interview times at a time and place accessible to public housing and other low-income residents.
- Consistently notify the Labor and Environmental Compliance Specialist and Polk Works career center about new employment opportunities available within your company.
- Have applicants who want to pursue Section 3 preference complete a Section 3 Resident Affidavit form
- Document employment outreach efforts, advertisements, applicants and referrals to help reach the project Section 3 goals.

## *Section 3 Clause*

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### 24 CFR PART 135

#### ECONOMIC OPPORTUNITIES FOR LOW- AND VERY LOW-INCOME PERSONS

##### Sec. 135.38            Section 3 clause.

All section 3 covered contracts shall include the following clause (referred to as the section 3 clause):

A. The work to be performed under this contract is subject to the requirements of section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u (section 3). The purpose of section 3 is to ensure that employment and other economic opportunities generated by HUD assistance or HUD assisted projects covered by section 3, shall, to the greatest extent feasible, be directed to low- and very low-income persons, particularly persons who are recipients of HUD assistance for housing.

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

C. The contractor agrees to send to each labor organization or representative of workers with which the contractor has a collective bargaining agreement or other understanding, if any, a notice advising the labor organization or workers' representative of the contractor's commitments under this section 3 clause, and will post copies of the notice in conspicuous places at the work site where both employees and applicants for training and employment positions can see the notice. The notice shall describe the section 3 preference, shall set forth minimum number and job titles subject to hire, availability of apprenticeship and training positions, the qualifications for each; and the name and location of the person(s) taking applications for each of the positions; and the anticipated date the work shall begin.

D. The contractor agrees to include this section 3 clause in every subcontract subject to compliance with regulations in 24 CFR part 135, and agrees to take appropriate action, as provided in an applicable provision of the subcontract or in this section 3 clause, upon a finding that the subcontractor is in violation of the regulations in 24 CFR part 135. The contractor will not subcontract with any subcontractor where the contractor has notice or knowledge that the subcontractor has been found in violation of the regulations in 24 CFR part 135.

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

F. Noncompliance with HUD's regulations in 24 CFR part 135 may result in sanctions, termination of this

contract for default, and debarment or suspension from future HUD assisted contracts.

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

**What is Section 3?**

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

**Who are Section 3 residents?**

Section 3 residents are:

- Public housing residents or
- Persons who live in the area where a HUD-assisted project is located and who have a household income that falls below HUD's income limits. Determining Income Levels
- Low income is defined as 80% or below the median income of that area.
- Very low income is defined as 50% or below the median income of that area.

The HUD income limits as of 2014 for the Polk County metropolitan statistical area are as follows:

Family Size	Extremely Low Income	Low Income
1	\$11,770	\$28,200
2	\$15,930	\$32,200
3	\$20,090	\$36,250
4	\$24,250	\$40,250
5	\$27,200	\$43,500
6	\$29,200	\$46,700
7	\$31,200	\$49,950
8	\$33,200	\$53,150

**What is a Section 3 business concern?**

A business that:

- Is 51% or more owned by Section 3 residents;
- Employs Section 3 residents as 30% of its full-time, permanent staff; or
- HUD YouthBuild programs being carried out in the metropolitan area in which Section 3 covered assistance is expended.
- Provides evidence of a commitment to subcontract to Section 3 business concerns, 25% or more of the dollar amount of the awarded contract.

**What are the numerical goals of the program?**

- Employ qualified Section 3 residents, as 30 percent (30%) of aggregate number of new hires resulting from contracts and subcontracts on this project
- Award to Section 3 business concerns at least ten percent (10%) of the total dollar amount of all section 3 covered contracts for building trades work.

- Award to Section 3 business concerns at least three percent (3%) of the total dollar amount of all section 3 covered contracts for non-construction work.

**What is a “new hire”?**

A new hire means a full-time employee for a new permanent, temporary, or seasonal position that is created during the expenditure of Section 3 covered financial assistance.

**What is the order of preference for meeting the hiring goals?**

Under the Polk County’s Section 3 Program, contractors and subcontractors are required to:

Provide employment opportunities to Section 3 residents/participants in the priority order listed below:

- a) **Category 1 – Section 3 Resident**  
Residents of the housing development or developments for which the contract shall be expended.
- b) **Category 2 – Section 3 Resident**  
Housing Choice Voucher residents as well as all other Polk County residents in the vicinity of the project who meet the income guidelines for Section 3 preference (refer to Section 3 Income Limits).
- c) **Category 3 – Section 3 Resident**  
Participants in HUD Youthbuild program being carried out in the project boundary area.

**How can I determine if my business is a Section 3 business?**

You may qualify as a Section 3 business based on company ownership or workforce composition. (a) Ownership: Review your company ownership to determine if the company is at least 51% owned by Section 3 residents. (b) Review your current payroll data to determine if you employ a workforce of at least 30% of workers who live in low-income households. Any current employee who lives within the Polk County and who lives in a household with an income below the “Low-Income” limits listed in the table, is eligible to be counted as a Section 3 resident and employee. If it appears you may qualify, complete the Application for Section 3 Business Certification, and contact the Labor and Environmental Compliance Specialist.

**How are Section 3 requirements affected by the Davis Bacon and Related Acts?**

Contractors and subcontractors must still comply with the labor standards provisions of at 29 CFR Parts 3 and 5, also known as the Davis Bacon and Related Acts, including the prevailing wage, reporting requirements, apprentice and trainee standards, and overtime provisions.

**Are Section 3 residents or business concerns guaranteed employment and contracting opportunities under Section 3?**

No. Section 3 residents must demonstrate that they meet the qualifications for new employment opportunities created as a result of the expenditure of the covered assistance. Section 3 business concerns must submit evidence to the satisfaction of the party awarding the contract to demonstrate that they are responsible firms and have the ability to perform successfully under the terms and condition of the proposed contract.

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

Recipients and contractors are required, to the extent feasible, to direct all employment opportunities to low- and very low-income persons – including seasonal and temporary employment opportunities. Recipients and contractors are encouraged to provide long-term employment. They may count a Section 3 resident employee for three years to meet the business criterion that at least 30 percent of the permanent, full-time employees are Section 3 residents.

**Where can I get technical assistance for questions related to Section 3 activities or reporting requirements?**

Recipients and contractors can contact the Labor and Environmental Compliance Specialist (863-534-5616)

## SECTION 3 BUSINESS CERTIFICATION

The undersigned makes this affidavit with full knowledge that its contents will be used in the expenditure of funds provided by the United States Government. Under penalty of perjury, he/she hereby claims the following preference under the Section 3 requirements for the following Polk County, Housing and Neighborhood Development project:

**Project Name & Number:** BID # 25-205, POLK COUNTY SPECIALTY CARE AND CHILDREN HOME SOCIETY ROOF REPLACEMENT  
Under the penalty of perjury I hereby state:

I, Dovonna Roberts, am the President of  
(Name of owner, officer, representative) (Title)  
1st Class Roofing, Inc., located at 1815 Thornhill Rd Suite 301S, Auburndale, FL 33823  
(Company Name) (Address, City, State, Zip)  
whose business concern is

- 51 percent or more owned and managed by qualified Section 3 residents;
- Employs Section 3 residents for at least 30 percent of its full-time, permanent staff; or
- Provides evidence of a commitment to subcontract to Section 3 business concerns, 25 percent or more of the dollar amount of the awarded contract.
- None of the above.

And, for the project named above, we claim preference in contracting as a Section 3 business in the category listed below:

- Category 1: Business concern that is 51-percent or more owned by residents of the housing development for which the Section 3 covered is expended, or whose full-time permanent work force includes at least 30-percent of these persons as employees.
- Category 2: Business concern that is 51-percent or more owned by residents of other Polk County managed housing developments, including scattered sites, or whose full-time permanent work force includes at least 30-percent of these persons as employees.
- Category 3: HUD YouthBuild program being carried out within the Polk County.
- Category 4: Business concern that is 51-percent or more owned by Section 3 residents, including residents receiving other HUD housing assistance or who live in low-income households, or whose full-time permanent work force includes at least 30-percent of these persons as employees.
- Category 5: Business concerns that subcontract at least 25-percent of the total contract award to Section 3 business concerns (Categories 1-4 above.)

Section 3 Business Certification  
Page 2

I agree to provide the following evidence to the Project Manager to support this claim for Section 3 preference.

a) For businesses claiming Section 3 status based on ownership of the firm:

- Copy of the Articles of Incorporation or Articles of Organization
- List of owners/stockholders and percentage (%) ownership of each
- Section 3 Resident Affidavits from owners/officers who qualify as Section 3 residents
- Category 1 and Category 2 only: Evidence of public housing assistance for each Section 3 eligible owner

b) For businesses claiming Section 3 status based on a workforce comprised of at least 30-percent Section 3 residents:

- List of all current full-time employees, their hire dates, and their Section 3 status
- Section 3 Resident Affidavits from all employees for which you are claiming Section 3 status.

c) For businesses claiming Section 3 status based commitment to subcontract 25-percent to Section 3 businesses:

- List of subcontracted Section 3 businesses and subcontract amount
- Evidence that identifies each firm listed as a Section 3 business (i.e., written acknowledgement from Polk County Housing and Neighborhood Development Office or the evidence listed above in paragraphs (a) and (b).)

**AFFIANT**

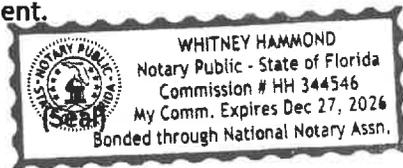
I declare under penalty of perjury, that the information provided in this affidavit and all supporting documents are true and correct.

Signature *Dovonna Roberts*  
Printed Name Dovonna Roberts  
Date: June 25, 2025

**NOTARY**

On this 25<sup>th</sup> day of June, 2025, before me personally appeared Dovonna Roberts (name of signer), whose identity was proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to this document, and who acknowledged that he/she signed the above/attached document.

*Whitney Hammond*  
Notary Public  
My commission expires: 12/27/20



### SECTION 3 RESIDENT PREFERENCE CLAIM FORM

The undersigned makes this affidavit with full knowledge that its contents will be used in the expenditure of funds provided by the United States Government. Under penalty of perjury, he/she hereby claims preference under the Section 3 requirements on projects managed by the Polk County, Housing and Neighborhood Development Office.

Section 3 Resident Name: \_\_\_\_\_

My current address is: \_\_\_\_\_

My household consists of \_\_\_\_\_ adults and \_\_\_\_\_ children.

My annual household income is \$ \_\_\_\_\_.

My source of income is: \_\_\_\_\_

(Please list exact source, i.e., employer's name, SSI, TANF, child support, etc.)

My Section 3 Eligibility is based on the following:

**Public Housing Resident:**

- Priority 1: I am a current or relocated resident of the housing development where Section 3 covered assistance is being expended.
- Priority 2: I am currently a resident of the Polk County-managed public housing development, or scattered sites, and I have been listed on the lease agreement since (month/year) \_\_\_\_\_.

**Graduate of the HUD YouthBuild Program:**

- Priority 3: I have completed the HUD YouthBuild Program and have earned the rights and responsibilities of graduation from the program. My completion date was (month/year) \_\_\_\_\_.

**Other Low-Income Resident**

- Priority 4: Other low income resident. I am currently a resident of Polk County, and, I have a household income less than 80% of the median household income for metropolitan of Polk County per the HUD income table shown below.

Family Size	Extremely Low Income	Low Income
1	\$11,770	\$28,200
2	\$15,930	\$32,200
3	\$20,090	\$36,250
4	\$24,250	\$40,250
5	\$27,200	\$43,500
6	\$29,200	\$46,700
7	\$31,200	\$49,950
8	\$33,200	\$53,150

By signing below, you declare that the information provided above is true and correct, under penalty of perjury, and you acknowledge that documentation to support or verify your claim for Section 3 preference may be requested by the Polk County Housing and Neighborhood Development Office or HUD and that you intend to comply with such a request, should it arise.

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

## Assurance of Compliance (Section 3, HUD ACT of 1968)

### TRAINING, EMPLOYMENT, AND CONTRACTING OPPORTUNITIES FOR BUSINESS AND LOWER INCOME PERSONS

A. The project assisted under this (contract) (agreement) is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S. C. 170U. Section 3 requires that to the greatest extent feasible opportunities for training and employment be given to lower income residents of the project area and contracts for work in connection with the project be awarded to business concerns which are located in or owned in substantial part by persons residing in the area of the project.

B. Notwithstanding any other provision of this (contract) (agreement), the (applicant) (recipient) shall carry out the provisions of said Section 3 and the regulations issued pursuant thereto by the Secretary set forth in 24 CFR Part 135 (published in 38 Federal Register 29220, October 23, 1973), and all applicable rules and orders of the Secretary issued thereunder prior to the execution of this (contract) (agreement). The requirements of said regulations include but are not limited to development and implementation of an affirmative action plan for utilizing business concerns located within or owned in substantial part by persons residing in the area of the project; the making of a good faith effort, as defined by the regulation, to provide training, employment and business opportunities required by Section 3; and incorporation of the "Section 3 Clause" specified by Section 135.20 (b) of the regulations in all contracts for work in connection with the project. The (applicant) (recipient) certifies and agrees that it is under no contractual or other disability which would prevent it from complying with these requirements.

C. Compliance with the provision of Section 3, the regulations set forth in 24 CFR Part 135, and all applicable rules and orders of the Secretary issued thereunder prior to approval by the Government of the application for this (contract) (agreement), shall be a condition of the Federal financial assistance provided to the project, binding upon the (applicant) (recipient), its successors and assigns. Failure to fulfill these requirements shall subject the (applicant) (recipient), its contractors and subcontractors, its successors, and assigns to the sanctions specified by the (contract) (agreement), and to such sanctions as are specified by 24 CFR Section 135

**COMPANY:** 1st Class Roofing, Inc.

**SIGNATURE:** Dorena Roberts

**ADDRESS:** 1815 Thornhill Rd Suite 301S, Auburndale, FL 33823

**DATE:** June 25, 2025

## Sample Plan

### Polk County Section 3 Economic Opportunity Plan Questions

The Section 3 Economic Opportunity Plan must describe the proposed strategies for achieving the Section 3 training and employment numerical goals, and subcontracting numerical goals. (where subcontracting is allowable in the Bid.)

Please review the information below, and provide your responses on separate paper. (A Section 3 Economic Opportunity Plan Instruction Sheet is attached to further assist you in developing your responses to the information requested below.)

1. Identify individual(s) responsible for planning, implementing and tracking the projects' Section 3 training and employment goals. Describe their prior experience in this area.
2. Describe efforts (contractor and subcontractor) to be taken to recruit, solicit, encourage, facilitate, and hire public housing and other low-income persons. Identify any private or public resources that will be used.
3. Describe contractor's activities to be taken for recruiting, soliciting, encouraging, facilitating and selecting Section 3 subcontractors, where applicable.
4. Describe plans to structure project activities in ways that create opportunities for Section 3 firms' participation, where applicable.

**YOUR RESPONSES TO QUESTIONS 1-4, WILL CONSTITUTE YOUR PLAN; PLEASE ATTACH YOUR PLAN DOCUMENT AND ALSO INCLUDE THE FOLLOWING INFORMATION ON YOUR PLAN:**

**(1) COMPANY NAME:** 1st Class Roofing, Inc.

**(2) YOUR NAME AND PHONE NUMBER:** Dovonna Roberts, (863) 324-4043

**(3) BID NUMBER AND NAME:** BID #25-205, POLK COUNTY SPECIALTY CARE AND CHILDREN HOME SOCIETY ROOF REPLACEMENT

### Sample Plan (Cont.)

**PLEASE RE-TYPE YOUR OWN FIRM'S PLAN ON YOUR FIRM STATIONERY**  
FIRM NAME, ADDRESS, TELEPHONE AND FAX NUMBER

#### Question #1

Identify individuals responsible for planning, implementing, and tracking the project's Section 3 training and employment goals. Describe their prior experience in this area. The individual responsible for planning, implementing and tracking the project's Section 3 training and employment goals is John Doe, President (or the appropriate title of this individual), of name of firm (hereafter referred to as "Contractor"). He (or she) will obtain all pertinent information to become thoroughly familiar and ensure contract compliance with the HUD Section 3 Regulation. John Doe has worked on construction (or service, whichever is applicable) projects, and is qualified to administer contractor's Section 3 Economic Opportunity Plan (Plan.)

#### Question #2

Describe efforts (contractor and subcontractor) to be taken to recruit, solicit, encourage, facilitate and hire public housing and other low-income persons. Identify any private or public resources that will be used.

The employment goal is thirty percent (30%) of the aggregate number of new hires.

Contractor will take the following steps to recruit, solicit, encourage, facilitate and hire public housing and other low-income persons, in the event any vacancies occur throughout the duration of the project:

1. Meet with resident associations and managers at the public housing site where work is to take place, first, and second, at other public housing sites.
2. Schedule a time and place for public housing residents to complete job applications.
3. Develop a list of "pre-qualified" Section 3 public housing and other low-income residents who could fill job vacancies that may later become available.
4. Send notices about Section 3 training and employment obligations and opportunities required for this project to Career Source Polk career centers ([www.careersourcepolk.com](http://www.careersourcepolk.com)).
5. Establish a training program to provide public residents and other low income residents with the opportunity to learn basic skills and job requirements.
6. Advertise in major and community newspapers and on job sites for workers who meet the definition of a Section 3 resident. Contractor will establish files to record and retain written documentation of all training and employment outreach efforts and resources from agency representatives and job applicants.

#### Question #3

*(ONLY APPLICABLE TO FIRMS THAT SUBCONTRACT)*

Describe the contractor's activities to be taken for recruiting, soliciting, encouraging, facilitating and selecting Section 3 subcontractors, where applicable.

Contractor will take all feasible measures to recruit, solicit, encourage, facilitate, and select qualified Section 3 business subcontracting firms to perform at least 10% of the project award amount (contract sum) for each Polk County project for which Contractor is the successful bidder.

Contractor understands that, in addition to awarding work to qualified Section 3 businesses, it is our responsibility to:

1. Use the contractor's or firms solicitation letter to advertise to the "greatest extent feasible" to all firms on lists provided to us by the Polk County and other organizations about the type of work needed to complete each Polk County project,
2. Advise firms of Contractor's obligation to seek and award work to qualified Section 3 businesses, where feasible,
3. Clarify the definition of a Section 3 resident and business.
4. Explain how to qualify as a Section 3 business in order to be eligible to receive a preference from Contractor when subcontractor work is to be awarded, and
5. Provide Section 3 certified firms that are qualified to perform work with an opportunity to submit price quotations for Polk County project work, and where financially feasible, hire such firms as subcontractors.

#### **Documentation of Outreach to find Eligible Section 3 Subcontracting Firms**

1. Contractor will establish files to record and retain written documentation of all outreach efforts and responses received from organizations and subcontractors who are contacted.
2. Contractor will provide Polk County with an outreach close-out letter for each project awarded. If Contractor is unable to meet Polk County's requirement to contract at least 10% of the award amount to Section 3 businesses, Contractor will include in its close-out letter an explanation as to why this requirement was not met.

#### **Question #4**

***(ONLY APPLICABLE TO FIRMS THAT SUBCONTRACT)* Describe plans to structure project activities in ways to create opportunities for Section 3 firms to participate, where applicable.**

Contractor will make every effort to structure project activities to increase opportunities for Section 3 businesses. This will be accomplished by sub-dividing the work into smaller amounts, or by using multiple firms to complete similar types of work.

Submitted by: Brittany Stewart

Submission Date: 06/16/25

Dovonna Roberts

President Name



**POLK COUNTY,  
A POLITICAL SUBDIVISION OF THE STATE OF FLORIDA  
BIDDING, CONTRACT DOCUMENTS AND SPECIFICATIONS FOR:**

**POLK COUNTY SPECIALTY CARE AND CHILDREN HOME  
SOCIETY ROOF REPLACEMENT**

BID FILE NO: #25-205  
County Project: 5700059

ISSUE DATE: March 31, 2025

PROCUREMENT DIVISION  
330 W CHURCH ST, RM 150  
DRAWER AS05, P.O. BOX 9005  
BARTOW, FLORIDA 33830/33831-9005

Website: [www.polk-county.net](http://www.polk-county.net)

Procurement Analyst: Tabatha Shirah

E-Mail: [tabathashirah@polk-county.net](mailto:tabathashirah@polk-county.net)

Main Number: (863) 534-6757

Fax: (863) 534-6789

## BID REGISTRATION

**You MUST register using this form in order to receive notice of any addenda to these documents. Please fax the completed form to the Procurement Division as soon as possible. It is the vendor's responsibility to verify if addenda have been issued.**

**Bid Number and Title:** 25-205, Polk County Specialty Care And Children Home Society  
Roof Replacement

**Description:** Furnish all labor, materials, supervision, and equipment necessary to remove the existing waterproofing and roof systems and replace the roof systems and protection specified with insulation of Duro-Last roof system or approved equivalent in accordance with plan sheets and project manual outlined in the bid documents.

**Receiving Period:** Wednesday, May 7, 2025, Prior to 2:00 p.m.

**Bid Opening:** Wednesday, May 7, 2025, 2:00 p.m.

**Special Instructions:** A **MANDATORY** pre-bid will be held Thursday, April 10, 2025, at 9:00 a.m. in the Specialty Care/Children Home Society Building, located at 2135 Marshall Edwards Drive, Bartow, FL 33830. A **MANDATORY** site visit will immediately follow. An authorized representative or agent of the Bidder must be present at this meeting, as evidenced by their signature on the meeting's sign-in sheet, or the Bidder's Submittal will be considered non-responsive.

To receive a copy of the bid package and all attachments please go the following FTP site: <https://ftp3.polk-county.net>, you will be prompted for a User ID and Password. The User ID is *procurevendor* and the password is *solicitation*. After you have logged in to the FTP site, double click on the file folder "**Bid 25-205, Bid Attachments**", select "Open" or "Save As" to download the Bid documents, drawings, and technical specifications. If you need assistance accessing this website due to ADA or any other reason, please email This form is for bid registration only. Please scroll down for additional information.

### BIDDER REGISTRATION EMAIL THIS FORM BACK IMMEDIATELY TO PROCUREMENT@POLK-COUNTY.NET

Carefully complete this form and mail or fax it to the Procurement Division. You must submit one form for each bid that you are registering for.

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

Contact Person: \_\_\_\_\_

Mailing Address: \_\_\_\_\_

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

Phone #: \_\_\_\_\_ E-Mail: \_\_\_\_\_

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**PART A – BIDDING REQUIREMENTS  
INVITATION FOR BID**

<b>NAME OF BID:</b> POLK COUNTY SPECIALTY CARE AND CHILDREN HOME SOCIETY ROOF REPLACEMENT
<b>BID NUMBER:</b> 25-205
<b>PERFORMANCE BOND AND PAYMENT BOND ARE REQUIRED</b>
<b>PRE-BID CONFERENCE (MANDATORY):</b> THURSDAY, APRIL 10, 2025, AT 9:00 A.M. IN THE SPECIALTY CARE/CHILDREN HOME SOCIETY BUILDING, LOCATED AT 2135 MARSHALL EDWARDS DRIVE, BARTOW, FL 33830. A MANDATORY SITE VISIT WILL IMMEDIATELY FOLLOW.
<b>BID DUE/DATE/TIME:</b> WEDNESDAY, MAY 7, 2025, PRIOR TO 2:00P.M.
<b>DATE/TIME OF BID OPENING:</b> WEDNESDAY, MAY 7, 2025, AT 2:00 P.M. OR AS SOON AS POSSIBLE THEREAFTER
<b>PLACE OF BID OPENING:</b> PROCUREMENT DIVISION, 330 WEST CHURCH STREET, ROOM 150, BARTOW, FLORIDA 33830
<b>DEADLINE FOR QUESTIONS FROM BIDDERS:</b> WEDNESDAY, APRIL 23, 2025, BY 4:00 P.M.

**INSTRUCTION TO BIDDERS**

1.0 Bids

- 1.1 Supplementary Conditions, Special Conditions, Plans, Drawings, Instructions to Bidders, the Conditions of the Contract, Exhibits, the Bid Submittal, Technical Specifications, any resulting addenda issued, and the Contract together therein identified constitute the entire “bid package” and upon award shall constitute the Contract Documents concerning this present bid matter.
- 1.2 The Bid Submittal must be submitted in a sealed envelope. The face of the envelope should state the Bid Title and Bid Number, the name of the company submitting the bid and the date and time of the bid opening. Bidders are not required to return the Instructions to Bidders, Conditions of the Contract or Contract with their Bid Submittal, unless specified elsewhere in this Bid Package.
- 1.3 The following documents, collectively, comprise the “Bid Submittal” which, when tendered, on or before the Bid due date and time, must include:

- Part C – Bid Sheets and Acknowledgement Form,
    - With the manual signature of an authorized representative of the company or their designee,
    - Bid prices must be entered on the Part C – Bid Sheets and Acknowledgement Form (no other bid submittals will be accepted),
    - All information requested on pages 95-98.
  - Exhibit I, Bid Bond.
  - Exhibit IV, Non-Collusion Affidavit of Prime Bidder.
  - Exhibit VI, Affidavit of Percentage of Work (this requirement does not include Exhibit VIA and Exhibit VIB).
  - Exhibit XXIV, Certification Regarding Debarment, Suspension, Proposed Debarment, and Other Responsibility Matters
  - Exhibit XXV, Certification Regarding Lobbying
  - All additional information requested as a “must” item in any Addendum.
  - All corrections made by the Bidder to the Bid Sheets and Acknowledgement Form should be acknowledged by written initials of the authorized representative signing the Bid Submittal or their designee. Should a price correction not be acknowledged, lowest price will prevail.
  - One original copy of the complete Bid Submittal must be tendered.
- 1.4 All additional requested information and Exhibits must be submitted within a reasonable period of time if chosen as the apparent low, responsive and responsible bidder during the Bid Analysis phase.

- These items include:
  - Exhibit II, Public Construction Bond
  - Exhibit III, Payment of Stored Materials
  - Exhibit V, Non-Collusion Affidavit of Subcontractor
  - Exhibit VI-A, Subcontractor List
  - Exhibit VI-B, Good Faith Effort Documentation
  - Exhibit VII, Trench Safety Act Compliance
  - Exhibit VIII, Equal Employment Opportunity
  - Exhibit IX, Drug-Free Work Place Form
  - Exhibit X, Safety Requirements/Regulations
  - Exhibit XVIII, Certificate of Compliance
  - Exhibit XIX, Affidavit Certification Immigration Laws
  - Exhibit XXI, Scrutinized Companies Certification
  - Exhibit XXII, Employment Eligibility Verification (E-Verify) Certification
  - Exhibit XXIII, Affidavit Regarding the Use of Coercion for Labor or Services
  - Any items called for in the Supplementary Conditions

- 1.5 All prices quoted are to be F.O.B. job site in Polk County, Florida. Bid amount shall be inclusive of all costs. Nothing herein shall prohibit the County from deleting line items and purchasing said items directly from a supplier if it is determined that there is sufficient sales tax savings to make purchasing by the County practical.
- 1.6 It is the Bidder's responsibility to ensure their bid is delivered at the proper time and place of the bid opening. Bids which for any reason are not so delivered will not be considered. Offers by telegram, telephone, email or facsimile are not acceptable. The bid opening shall be public, on the date and time specified under Invitation for Bid. Bid tabulations may be downloaded from the County's web site. Each Bidder must execute their bid with their full name, and title and give their address, fax, telephone and email address. In cases where a firm or corporation submits a bid submittal, the bid submittal shall be signed with the full name of each member of the firm, or the name of the officer of the corporation authorized by its by-laws, in addition to the address of such firm or corporation and such officer.
- 1.7 The Bidder is solely responsible for reading and completely understanding the requirements of the Contract Documents. The bid opening time will be scrupulously observed. Under no circumstances will Bid Submittals delivered after the delivery time specified be considered. Late Bid Submittals shall not be accepted.
- 1.8 Bid Submittals may be withdrawn by notifying the County, in writing, at any time prior to the deadline for bid submittal. After the deadline, the bids become a record of the County and will not be returned to the Bidder unless the bid is cancelled. It is the responsibility of the Bidder to make a written request for return of the Bid Submittal after notification of cancellation. Absent this written request, the County shall destroy the submittal. Negligence on the part of the Bidder in preparing their Bid Submittal confers no right of withdrawal or modification of their Bid Submittal after such Bid Submittal has been opened by County Staff at the appointed time and place. Bid Submittals and any bid security shall be in force for a period of not less than ninety (90) calendar days after the bid opening time.
- 1.9 At the time and place specified for the opening of Bid Submittals (see above), every Bid Submittal properly delivered within the time specified for receiving Bid Submittals will be opened and publicly read aloud, irrespective of any irregularities found therein. Bidders and other persons interested may be present or represented.
- 1.10 Attorneys-in-fact who sign bonds or other surety instruments must attach with each bond or surety instrument an effective and certified power of attorney.

- 1.11 The Bidder assumes responsibility to examine the site of the Work and become familiar with the form of Submittal, Drawings, Specifications, any Addenda issued thereto and all other forms of Contractual Documents pertaining to the proposed Work. The submission of the bid shall be sufficient to establish the presumption that the Bidder has investigated the site of the Work and is satisfied as to all conditions to be encountered, the character, quantity and quality of the work to be performed and materials furnished in the completion thereof. No pleas of ignorance of conditions or difficulties that may be encountered in the execution of the Work pursuant to this bid package as a result of failure to make necessary and reasonable examinations and investigations will be accepted as an excuse for any failure or omission on the part of the successful Bidder to fulfill, in every detail, all of the requirements of the Contract Documents; nor will they be accepted as a basis for any claims whatsoever for extra compensation or for any extension of time. Prior to the time specified for receiving bid submittals any interpretation or modifications of the proposed Contract documents will be made only by Addendum. The County will send a courtesy notification when addenda are issued to each person to whom attended a mandatory or non-mandatory pre-bid meeting, if applicable; and/or submitted Bidder Registration. It is the sole responsibility of the Bidders to check the County's website at <https://www.polk-county.net/business/procurement/> "Notice of Bids" to ensure that all available information, addenda, has been received prior to submitting a bid. The County shall not be responsible for oral instructions.
- 1.12 The Bid Bond shall be for 5% of the amount bid and shall be submitted with the Bid Submittal. The Public Construction Bond shall be for 100% of the amount bid and, if called out in the contract, the allowance amount; and shall be submitted to Procurement along with the executed contract documents as outlined under section 11.0, Approval of Contract. The Bid Bond and Public Construction Bond shall be executed by a surety authorized to do business in the State of Florida and as named in the current list of "Companies Holding Certificates of Authority as Acceptable Sureties on Federal Bonds and as Acceptable Reinsuring Companies" as published in Circular 570 (amended) by the Audit Staff, Bureau of Government Financial Operations, U.S. Treasury Department and A.M. Best rated A VIII or better. All bonds signed by an agent must be accompanied by a certified copy of authority to act and indicate that they are licensed to do business in the State of Florida.
- 1.13 Unless exempt under Florida Statute, Bidder should furnish a copy of either their State of Florida Contractor Certification or their Florida Registration showing they are licensed in Polk County with its Bid Submittal. The Certification or Registration must be current and effective as of the Bid Submittal date and must be maintained throughout the life of the contract.

## 2.0 Pre-Qualifications

2.1 When a mandatory pre-bid meeting is specified, all Bidders must register prior to the conclusion of the meeting. Failure to do so will disqualify the firm from bidding. If there is a mandatory site visit, the Bidder must initial the registration sheet prior to completion of the visit to the site. An authorized representative or agent of the Bidder must be present at this meeting, as evidenced by their signature on the meeting's registration sheet, or the Bidder's Submittal will be considered non-responsive.

2.2 It is the Bidder's responsibility to ensure that they comply with the above requirements.

### 3.0 Joint Venture

If a Joint Venture is contemplated, the Joint Venture Agreement between the parties must be submitted with the bid and the bid must be submitted in the name of the Joint Venture. Otherwise, the bid will be considered non-responsive.

### 4.0 Bid Errors

Where Bid Submittals have erasures or corrections, each erasure or correction should be acknowledged by written initials of the authorized representative signing the Bid Submittal or their designee. The County reserves the right to reject any Bid Submittal with such erasures or corrections where the accuracy or intent of said Bid Submittal as corrected cannot be determined by County staff. In the case of unit price contracts, if an error is committed in the extension of an item, the unit price as shown in the Bid Submittal will govern. The County staff will verify the extension of the unit prices to verify the correct amount. The County's figures shall prevail.

### 5.0 No Bid

Should the bidder decide there is no interest in bidding, they should return the "Statement of No Bid".

### 6.0 Discounts

Discounts shall not be considered in determining the lowest net cost for bid evaluation purposes.

### 7.0 Material and Construction

All material, equipment and construction furnished shall be new and shall be of good quality, workmanship and material. If silent in specifications, then the most acceptable industry-standard product shall be furnished and installed.

### 8.0 Conflict of Interest

The award hereunder is subject to the provisions of Florida Statutes, Chapter 112. All Bidders must disclose with their bid the name of any officer, director or agent who is also an employee of the County or any of their agencies. All Bidders must disclose the

name of any County employee who owns, directly or indirectly, any interest of any amount in the Bidder's firm or any of their branches.

## 9.0 Assignment of Contract

Bidder may not make any assignment of the resulting Contract between parties, in whole or in part, without prior written authorization as may be given at the sole discretion of the County.

## 10.0 Recommendation of Bid Award/Rejection of Bids

- 10.1 A bid may be recommended for award by the Procurement Director to the lowest responsive and responsible Bidder, provided that Bidder's bid submittal is considered (within the sole discretion of said Procurement Director) reasonable, in the best interest of County to recommend, and no bid protest has been filed. Unless otherwise noted, the basis of recommendation will either be the Base Bid, the Base Bid plus all alternates or any combination thereof, whichever is in the best interest of the County or may be determined by the availability of funds. Should the basis of award be the Base Bid plus selected alternates, the priority of the selection of those alternates will be set forth in the Supplementary Conditions if applicable. The successful Bidder to whom a bid is recommended for award will be so notified by County staff. The Procurement Director, however, at their sole discretion, reserves the right to reject any and all bid submittals or to waive any informality concerning the bid submittal whenever such rejection or waiver is in the best interest of the County. The Procurement Director, likewise, reserves the right to reject the bid submittal of any Bidder who has previously failed to perform properly or to complete on time, contracts of a similar nature; or who is not in a position to perform the contract; or who has habitually and without just cause neglected the payment of bills or otherwise disregarded its obligations to subcontractors, materialmen or employees.
- 10.2 As part of the recommendation of award by the Procurement Director, any actual bidder or proposed bidder who is allegedly aggrieved in connection with the solicitation or pending recommendation of award of a contract may protest to the Procurement Director, in accordance with the Procurement Policies and Procedures Manual. The procedures are available at the Polk County Procurement Division at (863) 534-6757. Any person who wishes to file a protest regarding the recommendation of award may do so by submitting a non-refundable cashier's check in the amount of \$1,000.00 with their initial protest. Failure to follow the bid protest procedure requirements with the time frames prescribed herein as established by Polk County, Florida, shall constitute a waiver of your protest and any resulting claims. If no protests are received, the Procurement Director will work with the Procurement Analyst assigned to this bid to coordinate that the contract documents are executed by the recommended Bidder and placed on a Board agenda for approval by the Board and execution by the Chairman of the Board.

## 11.0 Approval of Contract

The recommended Bidder will be required to execute the contract documents as outlined in the bid package including, the Public Construction Bond, all signed exhibits and other required information stated in the supplemental conditions or any addendums. The executed documents should be returned to Procurement within 10 working days of the documents being sent by Procurement to the Bidder for execution. After the executed documents are received back by Procurement they will be given to the County Attorney's Office for approval to be added to a Board agenda for Board approval and execution by the Chairman of the Board.

**All contracts are subject to final approval of the Polk County Board of County Commissioners. Persons or firms which incur expenses or change position in anticipation of a contract prior to the Board's approval do so at their own risk.**

## 12.0 Security Forfeiture

If after Bidder's receipt of a notice of recommendation for award the successful Bidder refuses or otherwise neglects to execute and deliver the required Contract documents, including the Public Construction Bond, all signed exhibits, required insurance documents and other required information stated in the supplemental conditions or addendums within a reasonable time, the amount of the Bidder's bid security (Bid Bond) shall be forfeited and the recommendation of award will be cancelled if such action is deemed to be in the best interests of the County. The Procurement Director will make the determination of "a reasonable time". It is recommended that the executed contract documents be returned to Procurement within 10 working days of the documents being sent by Procurement to the recommended Bidder for execution. No plea of mistake in the bid or misunderstanding of the conditions of forfeiture shall be available to the Bidder for the recovery of their bid security or as a defense to any action based upon the neglect or refusal to execute the required agreement or furnish the required bonds and insurance certification.

## 13.0 Laws, Codes and Regulations

The Bidder shall familiarize itself and comply with all Federal, State, County and City laws, codes, ordinances or regulations controlling the action or operation of those engaged in the Work, or affecting materials or methods used, and govern itself in accordance with them. If the Bidder observes that there are conflicts between the Drawings and Specifications or between any other documents, they shall promptly notify the County in writing prior to the Bid Receiving Date. Failure of the Bidder to notify the County of these variances shall not provide relief for compliance to the document as may be interpreted by the County. The Bidder shall hold harmless, to the fullest extent permitted by Florida Law, the County and all of its officers, agents or servants against

any claims or liability arising from, or based upon the violations of any such laws, by-laws, ordinances, regulations, orders or decrees, whether by itself or their employees.

#### 14.0 Safety Requirements/Regulations

- 14.1 All Bidders are required to submit with their Bid Submittal or prior to award, Exhibit X, Safety Requirements/Regulations which states that if the firm falls under the Occupational Health and Safety Administration (OSHA) Regulations, as interpreted by OSHA, the successful contractor will be able to provide, at the request of the County, a copy of their OSHA 300 Log for the past three (3) years, a copy of the Workers Compensation Modification Rate; a copy of the Contractor's Safety and Health Program, and a copy of the Contractor's Drug Free Workplace Program. Any questions regarding the compliance with this provision shall be directed to Polk County Safety and Loss Control Coordinator, Risk Management Division, (863) 534-5267.
- 14.2 The Bidder is hereby notified that if awarded the bid and it involves work such as maintenance, repair, turnaround, renovation, construction or engineering on chlorine disinfection facilities or other covered process(es) must be able to provide, at the request of the County, the following items for review: OSHA 300 Log for past five (5) years, current safety program, training program and experience with other related processes. Documented evidence showing compliance with confined space entry, lockout/tagout, emergency response and safe work is required. All contract workers must comply with the facility's safe work practices and controls outlined in the facility safety manual and operating procedures.
- 14.3 The Bidder is hereby notified that if awarded the bid they shall be responsible for maintenance of traffic within the limits of the project for the duration of the construction period, including any temporary suspensions of the Work. The Contractor shall construct and maintain detours and provide facilities for access to residences, businesses, etc., along the project. The contractor shall furnish, install and maintain traffic control and safety devices during construction, furnish and install work zone pavement markings for maintenance of traffic in construction areas, and provide any other special requirements for safe and expeditious movement of traffic specified on the plans. Maintenance of Traffic includes all facilities, devices and operations as required for safety and convenience of the public within the work zone. Refer to Florida Department of Transportation's (FDOT) latest edition of the Standard Specifications for Road and Bridge Construction and the latest version of the Manual on Uniform Traffic Control Devices (MUTCD) for the minimum national standard for traffic control for highway construction, maintenance, and utility operation.

#### 15.0 Liquidated Damages

Bidders are hereby advised that if the Contract documents so indicate, a reasonable amount for liquidated damages may be assessed for Contractor's failure to meet stated specifications, schedule, or other relevant issues as determined by the County. Information regarding the composition of liquidated damages can be found in the Supplementary Conditions. The liquidated damages are not intended as a penalty.

#### 16.0 Standard Basis for Bidding

Where a particular system, product or material is specified by name, it shall be considered as a standard basis for bidding and as the most satisfactory for its particular purpose. Where two or more products, materials or manufacturers are specified by name, each shall be considered as a predetermined equal and acceptable for its particular purpose; and the bidder may use any of the listed items within their bid.

#### 17.0 Preconstruction Conference

After the Board has approved the Bidder's executed contract and prior to the start of construction, a joint meeting may be held with representatives of the successful Bidder, the County and other invited parties or government agencies which may be affected by or have jurisdiction over the Work.

#### 18.0 Florida Public Entity Crime Statute

The Contractor declares and warrants that neither the Contractor nor any of the Contractor's affiliates, as that term is defined in Section 287.133, Florida Statutes, are subject to the restrictions in Section 287.133, Florida Statutes, regarding the commission of a public entity crime. If during the term of this Agreement, the Contractor or any affiliate is convicted of a public entity crime or is otherwise prohibited from performing work for or transacting business with the County pursuant to Section 287.133, Florida Statutes, then the Contractor shall be in material default of this Agreement, and in such case, the County shall have the rights and remedies as provided herein.

19.0 Preference for Drug-Free Workplace - *Omitted intentionally, not applicable with Federal funding.*

#### 20.0 Requirement to list Subcontractors

The successful Contractor shall provide a list of all proposed subcontractors, other persons or entities (including those who are to furnish materials or equipment fabricated to a special design), the associated costs, and company classification on Exhibit VI-A, Subcontractor List, upon request by Procurement Staff. Exhibit VI-A may be requested during the bid analysis and again at the project close-out. The list must contain all subcontracted areas of work including those areas of work being self-performed. The

total of work noted on this list must match the bid amount stated on Part C, Bid Submittal.

In addition, the successful Contractor should provide documentation reflecting their "Good Faith Effort" in securing the services of minority owned businesses for any appropriate subcontracted areas of work. This documentation shall be noted on Exhibit VI-B, Good Faith Effort, and shall be provided upon request by Procurement Staff.

#### 21.0 Women/Minority Business Enterprise Outreach (WMBE's)

The County hereby notifies all Bidders that W/MBE's are to be afforded a full opportunity to participate in any bid by the County and will not be subject to discrimination on the basis of race, color, sex or national origin. The County asks that Bidders make good faith efforts to use qualified W/MBE subcontractors in preparing their bid. The W/MBE's must be identified as such on the subcontractors list. Bidders are encouraged to contact the Supplier Diversity Office, at (863) 534-5959 for assistance. If a Bidder makes a good faith effort to find and utilize qualified W/MBE subcontractors, but is not successful, they have fulfilled the Good Faith Effort required. Good Faith Effort shall be described as the effort put forth by bidders on construction bids to solicit prices from women/ minority contractors.

#### 22.0 Equal Opportunity for Contractors and Subcontractors

Pursuant to U.S. Executive Order 11246, as amended, you are advised that under the provisions of government contracting, and in accordance with the Executive Order, contractors and subcontractors are obliged to take affirmative action to provide equal opportunity without regard to race, creed, color, national origin, age or sex.

#### 23.0 Additions/Revision/Deletions

Additions, revisions or deletions to the general conditions, specifications or bid price sheets by a Bidder that change the intent of the bid will cause the bid to be non-responsive and the bid will not be considered. The Procurement Director shall be the sole judge as to whether or not any addition, revision, or deletion changes the intent of the bid.

#### 24.0 Unit Prices

Unless otherwise stated in this document unit prices will be utilized to adjust the total compensation due the successful Bidder based on actual quantities provided as part of the Work and verified by the County. Significant changes in quantities, including deletion of any particular item are possible. Negotiation of unit prices shall not be allowed except under conditions of Force Majeure, where those conditions are sufficiently documented to the full satisfaction of the County. No other claim to negotiate unit prices will be considered.

## 25.0 Code of Ethics

If any bidder violates or is a party to a violation of the code of ethics of the County or the State of Florida, with respect to this bid, such bidder may be disqualified from performing the work described in this bid or from furnishing the goods or services for which the bid is submitted and shall be further disqualified from bidding on any future bids for work, goods, or services for the County.

## 26.0 Questions

All questions must be submitted in writing and addressed to the appropriate person in the Procurement Division by the specified date and time as listed on page IB-1. The bid cover sheet provides the name of the Procurement Division contact person, as well as their phone number, fax number and e-mail address.

## 27.0 Bid Protest

Procedures for filing a protest may be obtained from the County's Procurement Division. Failure to follow the bid protest procedure requirements within the time frames prescribed herein as established by the County shall constitute a waiver of the Bidder's right to protest and any resulting claims.

## 28.0 Prohibition Against Considering Vendor Interests

In accordance with Section 287.05701, Florida Statutes, the County may not (i) request documentation of or consider a Vendor's social, political, or ideological interests when determining if the Vendor is a responsible vendor; or (ii) give preference to a Vendor based on the Vendor's social, political, or ideological interests.

29.0 Local Preference - *Omitted intentionally, not applicable with Federal funding.*

30.0 Vendor Preference - *Omitted intentionally, not applicable with Federal funding.*

## Bid Submittal instructions

Respondents must submit one (1) original copy of the bid submittal prior to 2:00 p.m. on the bid receiving date. Bids must be submitted in a “sealed” parcel or electronically through Polk County’s secure website, Kiteworks. Bids will be publicly opened at 2:00 p.m. on receiving date.

### **Sealed Parcel Submittal:**

If you are submitting a sealed parcel bid, please cut along the outer border and affix this label to your sealed bid envelope to identify it as a “Sealed Bid”. Be sure to include the name of the company submitting the bid where requested.

<b>Sealed Bid. DO NOT OPEN</b>	
<b>Sealed Bid Number</b>	25-205
<b>Bid Title</b>	Polk County Specialty Care And Children Home Society Roof Replacement
<b>Due Date/Time:</b>	May 7, 2025, prior to 2:00 pm
<b>Submitted by:</b>	
<b>Deliver To:</b>	Polk County Procurement Division 330 West Church Street, Room 150, Bartow, Florida 33830

Sealed parcel bids may be mailed, express mailed or hand delivered. It is the Bidders responsibility to ensure their package is delivered to the Procurement Division prior to 2:00 p.m. on the Receiving date and time referenced above. Bids delivered at 2:00 p.m. or later will not be accepted.

### **Electronic Bid Submittal:**

If you are interested in submitting your bid electronically bidders may do so via the County’s secure electronic submittal website, Kiteworks. Bidders must email [tabathashirah@polk-county.net](mailto:tabathashirah@polk-county.net) at least 48 hours prior to bid opening to receive a link to upload their submittal. Please only upload your documents as a PDF or Excel file for bid sheets (if applicable). Please use the naming conventions for your files as follows:

For PDF documents “Bid 25-205 – Title of Document”

For more instructions, a video tutorial has been produced to further explain the electronic solicitation submittal process. It can be found by clicking here for Bid

Submittals: [https://youtu.be/vkn\\_7AHgioE](https://youtu.be/vkn_7AHgioE). If you need assistance accessing this website due to ADA or any other reason, please email Tabatha Shirah at [tabathashirah@polk-county.net](mailto:tabathashirah@polk-county.net).

Procurement recommends that bidders submitting electronically double check the documents submitted into Kiteworks to ensure all requested information and bid sheet have been uploaded. Failure to upload the completed bid sheet will result in the bid submittal being deemed nonresponsive.

## **PART B – CONDITIONS OF CONTRACT**

### **GENERAL CONDITIONS**

#### **ARTICLE 1 – CONTRACT DOCUMENTS**

1.0 The Contract Documents comprise the entire contract between the County and the Contractor.

#### **ARTICLE 2 – DEFINITIONS**

2.0 Whenever used in any of the Contract Documents, the following meaning shall be given to the terms herein

2.1 The term “**Addendum**” or “**Addenda**” means any changes, revisions or clarifications of the Contract Documents which have been duly issued by the County to prospective Bidders prior to the time of receiving Bids.

2.2 The term “**Allowance Authorization Release**” means the written pre-approval forms signed by the County Manager or their designee for all allowance work.

2.3 The term “**Allowance Work**” means work that may not have been in the specifications and is deemed by the County to be necessary.

2.4 The term “**Application for Payment**” means the pay request accepted by the Professional and the County which is to be used by the Contractor in requesting progress or final payments that is accompanied by such supporting documentation as is required by the Contract Documents.

2.5 The term “**Bid Submittal**” means the offer or submittal of the Bidder submitted on the prescribed form setting forth the price(s) for the Work to be performed.

2.6 The term “**Bonds**” means the Bid, Performance, and Payment Bonds and other instruments of security furnished by the Contractor and its Surety in accordance with the Contract Documents.

2.7 The term “**Change Order**” means any change that requires the County’s approval and either includes a change in the work or a change in the Contract Time.

2.8 The term “**Construction Change Directive**” means any change initiated by the County where a change order has not been agreed to between the County and the Contractor.

2.9 The term “**Contract**” means the Contract executed by the County and the Contractor.

2.10 The term “**Contractor**” means the person, firm or corporation entering into the Contract with the County to construct and install the improvements embraced in this Contract.

2.11 The term “**Contractor Certification of Disbursement of Previous Progress Payments to Subcontractors and Suppliers**” means the form that the Contractor must execute and submit with each Application for Payment certifying that the Contractor has paid all Subcontractors and Suppliers their respective pro rata share of all previous payments (to include payments of retainage) that the County has made to Contractor for Work that has been satisfactorily completed.

2.12 The term “**Contract Documents**” means and shall include the following: Special Conditions, Plans, Drawings, Relocation Schedule Permits, Instruction to Bidders, General Conditions, Exhibits, Supplementary Conditions, Technical Reports, Technical Specifications, Bid Submittal, Bid and Public Construction Bonds, all Addenda issued by the County, Certificates of Insurance, Permits, Notice of Award, Allowance Authorization Release Form, Change Order Form, Substantial Completion Form and Final Completion Form duly delivered after execution of Contract.

2.13 The term “**Contract Time**”, unless otherwise provided, means the period of time including adjustments by Change Order, allotted in the Contract Documents for substantial completion of the work.

2.14 The term “**County**” means Polk County, a political subdivision of the State of Florida, and its authorized designees, agents or employees.

2.15 The term “**Day**” may be either a working day or a calendar day as defined in the bid documents. When the Contract Time is specified as calendar days, workdays will be established in the supplementary conditions. Workdays are defined as those days of the week and hours of the day that the Contractor may perform the scope of work defined in the Bid Document. If a workday shall fall on a County Holiday that day shall be omitted from the computation of days for Contract Time. County Holidays are: New Year’s Day, Martin Luther King Day, Memorial Day, Fourth of July, Labor Day, Veterans Day, Thanksgiving day, the Friday following Thanksgiving Day, Christmas Eve and Christmas Day, all as adopted by the Board of County Commissioners.

2.16 The term “**Drawings**” means the Drawings or plans listed in Part F.

2.17 The term “**Effective Date of the Contract**” means the date on which the contract has been approved by the Board and executed by the Chairman of the Board.

2.18 The term “**Field Order**” means a written direction to the Contractor from the Professional that modifies Drawings and Specifications without changing Contract Price or Contract Time.

2.19 The term “**Free on Board**” (FOB) means the cost of the goods including the shipment to the job site.

2.20 The term “**Good Faith Efforts**” means documented efforts to secure the participation of women and/or minority-owned subcontractors utilizing available resources to assist Bidder.

2.21 The term “**Lump Sum**” means that portion of the total contract amount that is fixed as a result of the amount of the bid submitted by the Contractor. If there is no “Allowance for Work” this amount is the total Contract amount. If there is an “Allowance for Work” then the bid price and the amount of the “Allowance for Work” becomes the total Contract amount.

2.22 The term “**Not to Exceed**” means that portion of the total Contract amount described as “Allowance for Work” that along with the amount of the bid submitted by the Contractor becomes the total Contract amount. Changes in the Work submitted by the Contractor that are eligible and approved for funding from the “Allowance for Work” shall not exceed the amount provided a “Allowance for Work” either in a single request or cumulative during the performance of the Work.

2.23 The term “**Notice of Award**” means the written notice issued by the County to the successful bidder.

2.24 The term “**Notice to Proceed**” means a written notice issued by the Procurement Division to the Contractor fixing the date on which the Contract Time will commence and the Contractor shall start to perform the obligations under the Contract Documents, unless otherwise specified in the Notice to Proceed. The actual Start Date shall be within ten (10) days of Notice to Proceed date or when all applicable permits have been secured, unless otherwise stated.

2.25 The term “**Professional**” means the architectural/engineering firm or individual retained by the County or in-house designated person designated to perform the design and/or resident engineering services for the Work. The Professional can also serve as the Project Manager.

2.26 The term “**Project Area**” means the area within which are the specified Contract Limits of the improvements contemplated to be constructed in whole or in part under this Contract.

2.27 The term “**Project Manager**” means the Polk County representative in charge, employed by the County, for the purpose of directing or being in charge of the work embraced in this Contract.

2.28 The term “**Procurement Director**” means the Director of Polk County Procurement Division or their authorized representatives.

2.29 The term “**Start Date**” means the date of commencement of the work.

2.30 The term “**Subcontractor**” means a person or entity who has a direct contract with the Contractor to perform a portion of the Work, to include a person or entity who provides equipment to support completion of the Work under an equipment-rental agreement.

2.31 The term “**Supplier**” means a person or entity that furnishes materials or equipment that is incorporated into the Work or that is stockpiled within the Project Area or a nearby vicinity for which the County has made partial payment.

2.32 The term “**Technical Reports**” means the reports issued by the County or the Project Manager consisting of written technical material such as soil reports.

2.33 The term “**Work**” means the entire completed construction or the various separately identifiable parts thereof required to be furnished under the Contract Documents. Work includes and is the result of performing or furnishing labor; furnishing and incorporating material and equipment in the construction; performing or furnishing services; and furnishing documents, all as required by the Contract Documents.

### **ARTICLE 3 – PRELIMINARY MATTERS**

#### **3.1 Delivery of Bonds**

3.1.1 When the **Contractor** delivers the executed Contract to the **County**, the **Contractor** shall also deliver to the **County** such Bonds and insurance as may be required in accordance with these Contract Documents.

#### **3.2 Copies of Documents**

3.2.1 After the award of the Contract, the **County** shall furnish the **Contractor**, one set of Contract Documents for execution of the work.

#### **3.3 Commencement of Contract Time; Notice to Proceed**

3.3.1 The Contract Time shall commence as established in the Notice to Proceed. A Notice to Proceed may be given at any time after the execution of the Contract by the Chairman of the Board of County Commissioners and after a pre-construction meeting, if applicable.

#### **3.4 Starting the Work**

3.4.1 The **Contractor** shall begin the Work on the start date established. No work shall be done prior to the date on which the Contract Time commences. Any work performed by the **Contractor** prior to the date on which Contract Time commences shall be at the sole risk of the **Contractor**.

#### **3.5 Before Starting Construction**

3.5.1 Before undertaking each part of the Work, the **Contractor** shall carefully study and compare the Contract Documents; check and verify pertinent figures shown thereon and all applicable field measurements. The **Contractor** shall promptly report, in writing, to the **Professional** and the **County** any conflict, error, ambiguity or discrepancy which the **Contractor** may discover and shall obtain a written interpretation or clarification

from the **Professional** before proceeding with any Work affected thereby. The **Contractor** shall be liable to the **County** for failure to report any conflict, error, ambiguity or discrepancy in the Contract Documents, if the **Contractor** knew or reasonably should have known thereof.

3.5.2 Prior to the Notice to Proceed (unless otherwise specified in the General Requirements), the **Contractor** shall submit to the **Professional** and the County for review and ultimate approval the following:

3.5.2.1. a preliminary schedule of the required shop drawings and submittals which will list each required submittal and the times for submitting, reviewing and processing such submittal.

3.5.2.2 a preliminary schedule of values for all of the Work which will include quantities and prices of items aggregating the Contract Price. The schedule of values should subdivide the Work into component parts in sufficient detail to serve as the basis for progress payments during construction with sufficient breakdown of lump sum prices to identify items of work. Such amounts will include an appropriate amount of overhead and profit applicable to each item of work. A copy of the schedule of values, with the appropriate bid number and the appropriate W/MBE classification in accordance with Section 16.1.2. shall be sent to the Procurement Division, 330 West Church Street, Bartow, Florida 33830.

3.5.2.3. A construction schedule acceptable to the **Professional** and the **County** that clearly shows in graphic form the Work from start to finish describing in sufficient detail the minor and major tasks that in the course of their completion or the failure thereof will impact the Contractor's ability to complete the Work within the contract time. This schedule shall be updated and accompany every application for payment submitted. Should the updated schedule show any portion of the Work to be behind, the Contractor shall submit with the updated schedule a detailed plan for recovery. This updated construction schedule shall be reviewed and approved by the **Professional** or the **County** at the time of a construction progress meeting that coincides with the submission of the progress application for payment. Failure to submit this recovery plan with the updated schedule will cause the application for payment to be rejected until such time the recovery plan is submitted.

3.5.3 Prior to the effective date of the Contract, the **Contractor** shall deliver to the **County**, with copies to each additional insured identified in the Supplementary Conditions, an original certificate of insurance (and other evidence of insurance which the **County** may reasonably request) which the **Contractor** is required to purchase and maintain in accordance with Article 6.

3.5.4 Before any Work at the site is started, a conference attended by the **Contractor**, **Project Manager**, **Procurement Representative**, **Professional** and others as

appropriate will be held to establish a working understanding among the parties as to the Work and to discuss the schedules referred to in 3.5.2, procedures for handling shop drawings and other submittals, processing applications for payment and maintaining required records. Unless otherwise provided in the Contract Documents, the schedules submitted in accordance with 3.5.2. the **Contractor** shall have an additional ten (10) calendar days to make corrections and adjustments and to complete and resubmit the schedules. No progress payment shall be made to the **Contractor** until the schedules are submitted to and deemed acceptable by the **Professional** as providing an orderly progression of the Work to completion within any specified Milestones and the Contract Time; but such acceptance will neither impose on the **Professional** responsibility for the sequencing, scheduling or progress of the Work nor interfere with or relieve the **Contractor** from the **Contractor's** full responsibility. The **Contractor's** schedule of shop drawings and submittals will be acceptable to the **Professional** as providing a workable arrangement for reviewing and processing the required Submittals. The **Contractor's** schedule of values shall be approved by the **Professional** and the **County** as to form and substance.

3.5.5 The **Contractor**, in addition to preparing an initially acceptable schedule, shall be responsible for maintaining the schedule, including updating the schedule. Schedule updates shall include progression of work as compared to scheduled progress of work. **SCHEDULE UPDATES MUST ACCOMPANY EACH PAY REQUEST.**

#### **ARTICLE 4 – CONTRACT DOCUMENTS, GOVERNING LAW AND VENUE, INTENT, DISCREPANCIES, AMENDING AND REUSE**

##### **4.1 Precedence**

4.1.1 The Contract Documents comprise the entire agreement between the **County** and the **Contractor** concerning the Work. The Contract Documents are complementary; what is called for by one is as binding as if called for by all. The Contract Documents will be construed in accordance with the Laws of the State of Florida; Venue shall be Polk County.

4.1.2 It is the intent of the Contract Documents to describe a functionally complete Project (or part thereof) to be constructed in accordance with the Contract Documents. Any work, material or equipment that may reasonably be inferred from the Contract Documents or from prevailing custom or trade usage as being required to produce the intended result will be furnished and performed whether or not specifically called for. When words or phrases which have a well-known technical or construction industry or trade meaning are used to describe the Work, material or equipment, such words or phrases shall be interpreted in accordance with that meaning. Clarifications and interpretations of the drawings and specifications shall be issued by the **Professional**.

4.1.3 Except as otherwise specifically stated in the Contract Documents or as may be provided by amendment or supplement thereto issued by one of the methods indicated

in 4.3.1 or 4.3.2, the provisions of the Contract Documents shall take precedence in resolving any conflict, error, ambiguity or discrepancy between the provisions of the Contract Documents and the provisions of any such standard, specification, manual, code or instruction (whether or not specifically incorporated by reference in the Contract Documents) and the provisions of any such Laws or Regulations applicable to the performance of the Work (unless such an interpretation of the provisions of the Contract Documents would result in violation of such Law or Regulation).

4.1.4 Reference to standards, specifications, manuals or codes of any technical society, organization or associations, or to the Laws or Regulations of any governmental authority, whether such reference be specific or by implication, shall mean the latest standard, version, specification, manual, code or Laws or Regulations in effect at the time of opening of Bids (or on the Effective Date of the Agreement if there were no Bids), except as may be otherwise specifically stated in the Contract Documents.

## **4.2 Conflicts**

4.2.1 If, during the performance of the Work, the **Contractor** discovers any conflict, error, ambiguity or discrepancy within the Contract Documents or between the Contract Documents and any provision of any such Law or Regulation applicable to the performance of the Work or of any such standard, specification, manual or code or of any instruction of any Supplier referred to in 7.2, the **Contractor** shall report it to the **Professional and Project Manager** in writing at once; and the **Contractor** shall not proceed with the Work affected thereby (except in an emergency as authorized by 7.13) until an amendment or supplement to the Contract Documents has been issued by one of the methods indicated in 4.3.1 or 4.3.2; however, the **Contractor** shall not be liable to the **County** for failure to report any such conflict, error, ambiguity or discrepancy unless the **Contractor** knew or reasonably should have known.

4.2.2 No provision of any such standard, specification, manual, code or instruction shall be effective to change the duties and responsibilities of the **County, Contractor or Professional**, or any of their subcontractors, consultants, agents or employees from those set forth in the Contract Documents, nor shall it be effective to assign to the **County, Professional** or any of the **Professional's** consultants, agents or employees any duty or authority to supervise or direct the furnishing or performance of the Work or any duty or authority to undertake responsibility inconsistent with the provisions of 10.7.1 or any other provision of the Contract Documents.

## **4.3 Amending**

4.3.1 The Contract Documents may be amended to provide for additions, deletions and revisions to the Work by a Change Order or an Allowance Authorization.

4.3.2 In addition, the requirements of the Contract Documents may be supplemented and **minor** variations and deviations in the Work may be authorized by a Field Order or the **Professional's** written interpretation or clarification.

#### 4.4 **Reuse of Documents**

4.4.1 The **Contractor**, any Subcontractor, Supplier or other person or organization performing or furnishing any of the Work under a direct or indirect contract with the **County** shall not have or acquire any title to or ownership rights in any of the Drawings, Specifications or other documents (or copies of any thereof) prepared by or bearing the seal of the **Professional** or the **Professional's** consultant; and shall not reuse any of such Drawings, Specifications, other documents or copies on extensions of the Project or any other project without written consent of the **County** and specific written verification or adaption by the **Professional**.

### **ARTICLE 5 – PROJECT CONDITIONS**

#### 5.1 **Availability of Lands**

5.1.1 The **County** shall furnish, as indicated in the Contract Documents, the lands upon which the Work is to be performed, rights-of-way and easements for access thereto, and such other lands which are designated for the use of the **Contractor**. Upon reasonable written request, the **County** shall furnish the **Contractor** with a correct statement of record legal title and legal description of the lands upon which the Work is to be performed. The **County** shall identify any encumbrances or restrictions not of general application, but specifically related to use of lands so furnished with which the **Contractor** will have to comply in performing the Work. Necessary easements or rights-of-way will be obtained and expenses will be borne by the **County**. If the **Contractor** and the **County** are unable to agree on entitlement to or the amount or extent of any adjustments in the Contract Price or the Contract Time as a result of any delay in the **County's** furnishing these lands, rights-of-way or easements, the **Contractor** may make a claim therefore as provided in Articles 12 and 13. The **Contractor** shall provide for all additional lands and access, which includes access by **County** personnel thereto that may be required for temporary construction facilities or storage of material and equipment.

#### 5.2 **Subsurface and Physical Conditions**

5.2.1 Reference is made to the Supplementary Conditions for identification of those reports of exploration and tests of subsurface conditions at or contiguous to the site that have been utilized in preparing the Contract Documents.

#### 5.3 **Limited Reliance by Contractor Authorized Technical Data**

5.3.1 The **Contractor** may rely upon the general accuracy of the "technical data" contained in reports and drawings provided by the **County**. Such "technical data" is

identified in the Supplemental Conditions. Except for said reliance on such “technical data,” the **Contractor** may not rely upon or make any claim against the **County**, **Professional** or any of the **Professional’s** consultants with respect to:

5.3.1.1 the completeness of these reports and drawings for the **Contractor’s** purposes, including, but not limited to, any aspects of the means, methods, techniques, sequences and procedures of construction to be employed by the **Contractor** and safety precautions and programs incident thereto; or

5.3.1.2 other data, interpretations, opinions and information contained in said reports or shown or indicated in said drawings; or

5.3.1.3 any **Contractor** interpretation of or conclusion drawn from any “technical data” or any such data, interpretations, opinions or information.

#### **5.4 Unknown or Concealed Conditions**

5.4.1 If conditions are encountered, excluding existing utilities, at the site which are (1) subsurface or otherwise concealed physical conditions which differ materially from those indicated in the Contract Documents or (2) unknown physical conditions of an unusual nature, which differ materially from those ordinarily found to exist and generally recognized as inherent in construction activities of the character provided for in the Contract Documents, then the **Contractor** shall give the **County** notice, through the **Professional**, immediately before conditions are disturbed and in no event no later than 24 hours after first observance of the conditions.

5.4.2 The **Project Manager** and the **Professional** shall promptly investigate such conditions and, if they differ materially and cause an increase or decrease in the **Contractor’s** cost of, or time required for, performance of any part of the Work, the **Project Manager** and the **Professional** shall recommend an equitable adjustment in the Contract Price or Contract Time, or both. If the **Project Manager** and the **Professional** determine that the conditions at the site are not materially different from those indicated in the Contract Documents or are not materially different from those ordinarily found and that no change in the terms of the Contract is justified, the **Professional** shall notify the **Contractor** of the determination in writing. The Work shall be performed after the **Professional** provides direction.

#### **5.5 Physical Conditions – Underground Facilities**

5.5.1 The information and data shown or indicated in the Contract Documents with respect to existing Underground Facilities at or contiguous to the site is based on information and data furnished to the **County** or the **Professional** by the owners of such Underground Facilities or by others. Unless it is otherwise expressly provided in the Supplementary Conditions:

5.5.1.1 The **County** and the **Professional** shall not be responsible for the accuracy or completeness of any such information or data; and

5.5.1.2 The cost of the following will be included in the Contract Price and the **Contractor** shall have full responsibility for (i) reviewing and checking all such information and data; (ii) locating all Underground Facilities shown or indicated in the Contract Documents; (iii) coordination of the Work with the owners of such Underground Facilities during construction; and (iv) the safety and protection of all such Underground Facilities as provided in 7.11 and repairing any damage resulting from the Work.

5.5.2 If an Underground Facility is uncovered or revealed at or continuant to the site which was not shown or indicated in the Contract Documents, the **Contractor** shall, promptly after becoming aware of and before further disturbing conditions affected by or performing any Work in connection therewith (except in an emergency as required by 7.13), identify the owner of such Underground Facility and give written notice to that owner and to the **County** through the **Professional**. The **Project Manager** and the **Professional** will promptly review the Underground Facility and determine the extent, if any, to which a change is required in the Contract Documents to reflect and document the consequences of the existence of the Underground Facility. If the **Project Manager** concludes that a change in the Contract Documents is required, a Change Order will be issued as provided in Article 11 to reflect and document such consequences. During such time, the **Contractor** shall be responsible for the safety and protection of such Underground Facility as provided in 7.11. The **Contractor** shall be allowed an increase in the Contract Price or an extension of the Contract Time, or both, to the extent that they are attributable to the existence of any Underground Facility that was not shown or indicated in the Contract Documents and that the **Contractor** did not know of and could not reasonably have been expected to be aware of or to have anticipated. If the **County** and the **Contractor** are unable to agree on entitlement to or the amount or length of any such adjustment in Contract Price or Contract Time, the **Contractor** may make a claim therefore as provided in Articles 12 and 13. However, the **County** and the **Professional** shall not be liable to the **Contractor** for any claims, costs, losses or damages incurred or sustained by the **Contractor** on or in connection with any other project or anticipated project.

## 5.6 Reference Points

5.6.1 The **County** shall provide the **Contractor** surveys to establish reference points for construction, which in the **County's** judgment are necessary to enable the **Contractor** to proceed with the Work. The **Contractor** shall be responsible for laying out the Work; shall protect and preserve the established reference points; and shall make no changes or relocation without the prior written approval of the **County**. The **Contractor** shall report to the **Professional** whenever any reference point is lost or destroyed or requires relocation of such reference points by professionally qualified personnel.

## **5.7 Asbestos, PCBs, Petroleum, Hazardous Waste or Radioactive Material**

5.7.1 The **County** shall be responsible for any Asbestos, PCBs, Petroleum, Hazardous Waste or Radioactive material or any hazardous material uncovered or revealed at the site which was not shown or indicated in drawings or specifications or identified in the Contract Documents to be within the scope of the Work and which may present a substantial danger to persons or property exposed thereto in connection with the Work at the site. The **County** shall not be responsible for any such material brought to the site by the **Contractor**, Subcontractor, Suppliers or anyone else for whom the **Contractor** is responsible.

**5.7.2** The **Contractor** shall immediately: (i) stop all work in connection with such hazardous condition and in any area affected thereby (except in an emergency as required by 7.13); and (ii) notify the **County** and the **Professional** (and thereafter confirm such notice in writing). The **County** shall promptly consult with the **Professional** concerning the necessity for the **County** to retain a qualified expert to evaluate such hazardous condition or take corrective action, if any. The **Contractor** shall not be required to resume Work in connection with such hazardous condition or in any such affected area until after the **County** has obtained any required permits related thereto and delivered to the **Contractor** special written notice (i) specifying that such condition and any affected area is or has been rendered safe for the resumption of work; or (ii) specifying any special conditions under which such Work may be resumed safely.

If the **County** and the **Contractor** cannot agree as to entitlement to or the amount or extent of an adjustment, if any, in Contract Price or Contract Time as a result of such work stoppage or such special conditions under which Work is agreed by the **Contractor** to be resumed, either party may make a claim therefore as provided in Articles 12 and 13.

5.7.3 If, after receipt of such special written notice, the **Contractor** does not agree to resume such work based on a reasonable belief it is unsafe, or does not agree to resume such work under such special conditions, then the **Contractor** may order such portion of the work that is in connection with such hazardous conditions or in such affected area to be deleted from the Work. If the **County** and the **Contractor** cannot agree as to entitlement to or the amount or extent of an adjustment, if any, in Contract Price or Contract Time as a result of deleting such portion of the Work, then either party may make a claim therefore as provided in Articles 12 and 13. The **County** may have such deleted portion of the Work performed by the **County's** own forces or others in accordance with Article 8.

5.7.4 The provisions of 5.2 and 5.5 are not intended to apply to Asbestos, PCBs, Petroleum, Hazardous Waste or Radioactive Material uncovered or revealed at the site.

## Article 6 - BONDS, INSURANCE, INDEMNIFICATION

### 6.1 Performance Bond, Payment Bond and Other Bonds

6.1.1 The **Contractor** shall furnish a Performance Bond and a Payment Bond, in an amount equal to the amount recommended for award and, if called out in the contract, the allowance amount, as security for the faithful performance and payment, respectively, of all the **Contractor's** obligations under the Contract Documents. These Bonds shall remain in effect at least until one year after the date when final payment becomes due, except as otherwise provided by Laws or Regulations or by the Contract Documents. The **Contractor** shall also furnish such other Bonds as are required by the Supplementary Conditions. All Bonds shall be in the form prescribed by the Contract Documents except as otherwise provided by Laws or Regulations, and shall be executed by such sureties as are named in the current list of "Companies Holding Certificates of Authority as Acceptable Sureties on Federal Bonds and as Acceptable Reinsuring Companies" as published in Circular 570 (amended) by the Audit Staff, Bureau of Government Financial Operations, U.S. Treasury Department and A.M. Best rated AVIII or better.

6.1.2 The Contractor shall be required to furnish additional coverage for added work. The surety is required to increase the amount of the bonds in the same amount of one or more change orders.

6.1.3 The bonds required by the Contract Documents to be purchased and maintained by the Contractor shall be obtained from a surety that is duly licensed or authorized in the State of Florida to issue bond for the limits and coverages so required. All bonds signed by an agent must be accompanied by a certify copy of authority to act. Such surety shall also meet such additional requirements and qualifications as may be provided in the Supplementary conditions.

6.1.4 If the surety on any bond furnished by the **Contractor** is declared bankrupt, becomes insolvent, its right to do business is terminated in any state or it ceases to meet the requirements of 6.1.1, the **Contractor** shall within ten (10) work days thereafter substitute another bond and surety, both of which must be acceptable to the **County**.

### 6.2 Certificates of Insurance

6.2.1 All insurance required by the Contract Documents to be purchased and maintained by the **Contractor** shall be obtained from an insurance company that is duly licensed or authorized in the State of Florida to issue insurance policies for the limits and coverages so required. Such insurance companies shall also meet such additional requirements and qualifications as may be provided in the Supplementary Conditions.

6.2.2 The **Contractor** shall deliver to the **County**, with copies to each additional insured identified in 6.3.1, certificates of insurance (and other evidence of insurance requested by the **County** or any other additional insured) which the **Contractor** is required to purchase and maintain in accordance with 6.3.1.

### 6.3 Contractor's Liability Insurance

6.3.1 The **Contractor** shall purchase and maintain such liability and other insurance as is appropriate for the work being performed and furnished and will provide protection from claims set forth below which may arise out of or result from **Contractor's** performance and furnishing of the Work and the **Contractor's** other obligations under the Contract documents, whether it is to be performed or furnished by the **Contractor**, Subcontractor, Supplier or anyone for whose acts any of them may be liable. The **Contractor** shall purchase and maintain in force during the contract period with an insurer licensed to do business in the State of Florida; rated "A" or better by A.M. Best Rating Company for Class VIII financial size category, and acceptable to the **County** the following insurances. The limits of liability for the insurance shall provide coverage for not less than the following amounts or greater where required by Laws and Regulations.

- a. Workers' Compensation Insurance providing statutory benefits, including those that may be required by any applicable federal statute:

Admitted in Florida	Yes
Employer's Liability	\$100,000
All States Endorsement	Statutory
USL & H Endorsement	Statutory
Voluntary Compensation	Statutory

- b. Commercial General Liability Insurance, naming the **County** (Owner) as an additional insured and/or Owner Protective Liability, when required by the County's Risk Manager, Contractual, Products and Completed Operations Liability coverage on an occurrence policy form in limits not less than those listed and deductible amounts not to exceed \$25,000.

Aggregate Combined:	<u>\$2,000,000</u>
Each Occurrence:	<u>\$1,000,000</u>
M&C/CGL	<u>\$</u>
Broad Form CGL	<u>\$1,000,000</u>
Contractual Liability	<u>\$1,000,000</u>
Products	<u>\$</u>
Completed Operations	<u>\$1,000,000</u>

Personal Injury	\$ _____
Independent Contractors	\$ _____
XCU Property Damage Excel	\$ _____
Excess Liability	\$ _____

Regarding Completed Operations Liability: Continue coverage in force for two (2) years after **County's** acceptance of the project.

- c. Automobile Liability Insurance. Coverage shall be maintained by the **Contractor** as to the ownership, maintenance and use of all of its owned, non-owned, leased or hired vehicles with limits of not less than:

Bodily Injury & Property Damage Liability      \$1,000,000  
 Combined Single Limit Each Accident

These policies will provide that:

- 1) The insurer(s) waive their rights of subrogation in favor of the **County**, their officials, employees, agents and consultants for Workers' Compensation and General Liability.
- 2) The **County**, a political subdivision of the State of Florida, shall be named as an additional insured with respect to liability arising from the work performed for the County by the Contractor (as defined by the scope of this bid and subsequent contract) for Automotive and General Liability policies of insurance. This should be stated on Certificate(s) of Insurance and subsequently endorsed into the policies. Renewal notices to be sent to the Procurement Division.
- 3) The **Contractor** shall not be given Notice to proceed under this contract until it has obtained all the insurance required by the Contract Documents and such insurance has been approved by the **County**. The original insurance certificates shall be given to:

Polk County, a political subdivision of the State of Florida  
 P.O. Box 9005, Drawer AS05  
 Bartow, Florida 33830

The acceptable form of the certificate of insurance shall be the industry standard ACORD certificate.

6.3.2 Notwithstanding any other provision of these documents to the contrary, the **Contractor** shall not provide Builder's Risk or Architects' and Engineers' Professional Liability Insurance unless specially requested by the **County**. The **County** has Builder's Risk coverage and will provide the **Contractor** with appropriate Certificate of Insurance upon request. The County's Builder's Risk policy does not insure the **Contractor's** tools, machinery or equipment that is stored at the job site. If the **Contractor** is required to store tools, machinery or equipment at the job site, the **Contractor** should provide insurance in the form of an equipment floater for the **Contractor's** tools and equipment. The **County** should be named as an additional insured on the **Contractor's** policy, with an appropriate waiver of subrogation as to any claims the **Contractor** or the **Contractor's** insurer may have against the **County** arising from the storage of the **Contractor's** tools and equipment.

6.3.3 The **Contractor** shall not allow a Subcontractor to work on a project without either Subcontractor carrying their own Workers' Compensation and Liability insurance or the **Contractor** covering the Subcontractor under their policies. The policy is the same for each succeeding sub-tier contractor. The **County** may request proof of such coverage for any Subcontractor at any time during the project.

6.3.4 Any additional insurance, if required, will be called out in the Supplementary Conditions.

#### **6.4 Receipt and Application of Insurance Proceeds**

6.4.1 Any insured loss under the policies of insurance required by this agreement will be adjusted with the **County** and made payable to the **County** as fiduciary for the insured as their interest may appear. The **County** shall account for all money received and shall distribute it in accordance with such agreement as the parties in interest may reach. If no other special agreement is reached, the damaged work shall be repaired or replaced; the money so received applied on account thereof; and the work and cost thereof covered by an appropriate change order or written amendment as determined by the **County**.

6.4.2 The **County** as fiduciary has the power to adjust and settle any loss with the insurers. If such objection is made, the **County** as fiduciary shall make settlement with the insurers in accordance with such agreement as the parties and interests may reach. If no such agreement among the parties and interests is reached, the **County** as fiduciary shall adjust and settle the loss with the insurers.

#### **6.5 Indemnification**

6.5.1 The **Contractor** shall indemnify, defend (by counsel reasonably acceptable to County) and hold harmless the County and its employees and agents, and the State of

Florida, Department of Commerce from and against all liabilities, claims, suits, demands, damages, losses and expenses, including attorney fees, including, but not limited to or resulting from the performance of its Work, provided that any such liability, claim, suit, demand, damage, loss or expenses (a) is attributable to bodily injury, personal injury, sickness, disease or death or injury to or destruction of tangible property, including the loss of use resulting therefrom; and (b) is caused in whole or in part by an act or omission of the Contractor, any subcontractor, anyone directly or indirectly employed by any of them, or anyone for whose acts any of them may be liable, whether or not it is caused in whole or in part by the negligence or other fault of a party indemnified hereunder.

6.5.2 In any and all claims against the **County** or any of its agents or employees by any employee of the **Contractor**, any Subcontractor, anyone directly or indirectly employed by any of them, or anyone for whose acts any of them may be liable, the indemnification obligation under the previous paragraph shall not be limited in any way as to the amount or type of damages, compensations or benefits payable by or for the **Contractor** or any Subcontractor under workers' compensation acts, disability benefit acts or other employee benefit acts.

6.5.3 The **Contractor** shall indemnify and hold harmless the **County** and anyone directly or indirectly employed by it from and against all claims, suits, demands, damages, losses or expenses (including attorney fees) arising out of any infringement of patent or copyrights held by others; and shall defend all such claims in connection with any alleged infringement of such rights.

## **ARTICLE 7 – CONTRACTOR'S RESPONSIBILITIES**

### **7.1 Supervision and Superintendence**

7.1.1 The **Contractor** shall provide at all times when the Work is being executed a competent superintendent to supervise and direct the Work in accordance with the Contract Documents. Prior to the commencement of the Work the **Contractor** shall provide a resume of the superintendent that will be assigned the responsibility to supervise the Work. If in the judgment of the **County** the proposed superintendent lacks the experience, skills and expertise to competently and efficiently supervise and direct the Work, then the **County** may require the **Contractor** to assign a different superintendent and the **Contractor** will be required to submit the resume of the replacement for the same consideration as before. The **Contractor** shall be solely responsible for the means, methods, techniques, sequences and procedures of construction, but the **Contractor** shall not be responsible for the negligence of others in the design or specifications of a specific means, method, technique, sequence or procedure of construction which is shown or indicated in and expressly required by the Contract Documents. The **Contractor** shall be responsible to see that the completed Work complies accurately with the Contract Documents.

7.1.2 The **Contractor** shall keep on the Work at all times during its progress a competent resident superintendent, who shall not be replaced without written notice to the **County**, through the **Professional**, except under extraordinary circumstances. The superintendent will be the **Contractor's** representative at the site and shall have authority to act on behalf of the **Contractor**. All communications to the superintendent shall be as binding as if given to the **Contractor**.

## 7.2 Labor, Material and Equipment

7.2.1 The **Contractor** shall provide and pay for competent, suitable, qualified personnel to survey and lay out the Work and perform construction as required by the Contract Documents. The **Contractor** shall at all times maintain good discipline and order on the site.

7.2.2 The **Contractor** shall furnish and pay for all material, equipment, labor, transportation, construction equipment machinery, tools, appliances, fuel, power, light, heat, telephone, water facilities, sanitary facilities, all other facilities and all other incidentals whether temporary or permanent necessary for the execution, testing, initial operation, and completion of the Work as required by the Contract Documents.

7.2.3 All material and equipment shall be new and of good quality, except as otherwise provided in the Contract Documents. If required by the **Professional**, the **Contractor** shall furnish satisfactory evidence as to the kind and quality of material and equipment.

7.2.4 All material and equipment shall be applied, installed, connected, erected, used, cleaned and conditioned in accordance with the instructions of the applicable manufacturer, fabricator or processor, except as otherwise provided in the Contract Documents.

## 7.3 Substitute Material or Equipment

7.3.1 If the **Contractor** wishes to furnish or use a proposed substitute after the award of the Contract, it shall within thirty (30) calendar days after Notice to Proceed make written application to the **Professional** and the **Project Manager** for consideration of such substitute, certifying in writing that the proposed substitute: will perform adequately the duties imposed by the general design; be similar and of equal substance or quality to that specified; and be suited to the same use and capable of performing the same function as that specified. No substitute shall be ordered or installed without the prior written approval of the **Professional**. The application shall also contain an itemized estimate of all costs that may result directly or indirectly from acceptance of such substitute, including costs of redesign, delays, maintenance and claims of other contractors affected by the resulting change, all of which shall be considered by the **Project Manager** and the **Professional** in evaluating the proposed substitute. Approval of any change in costs or schedule as a result of acceptance of the substitute by the **Professional** shall be by Change Order.

7.3.2 This paragraph applies to any cost reduction proposal (hereinafter referred to as a Value Engineering Change Proposal or VECP) initiated and developed by the **Contractor** for the purpose of refining the Contract Documents so as to contribute to design cost effectiveness or significantly improve the quality of the end result. VECPs must result in savings without impairing essential functions and characteristics such as safety, service, life, reliability, economy of operation, ease of maintenance, aesthetics and necessary standard design features. The **Contractor** must state that they are submitting a VECP proposal. The VECP shall be submitted to the **County** through the **Professional**. The **County** reserves the right to reject, at their discretion, any VECP submittal. As a minimum, the following information shall be submitted by the Contractor with each VECP:

- 1) A description of the difference between the existing contract requirement and the proposed change;
- 2) The comparative advantages and disadvantages; and
- 3) Separate detailed cost estimates for both the existing contract requirement and the proposed change.

If a VECP is approved by the **County**, the **Contractor** may be entitled to share in the savings up to fifty percent (50%).

#### **7.4 Concerning Subcontractors**

7.4.1 The **Contractor** shall be fully responsible for all acts and omissions of their Subcontractors and of persons directly or indirectly employed by them and of persons for whose acts any of them may be liable to the same extent as if they were employed by the **Contractor**. Nothing in the Contract Documents shall create any contractual relationship between any Subcontractor and the **County** or any obligation on the part of the **County** to pay or to see to the payment of any monies due any Subcontractor, except as may otherwise be required by law. The **County** may furnish to any Subcontractor, to the extent practical, evidence of amounts paid to the **Contractor** for specific Work done.

7.4.2 The **Contractor** shall identify and provide information on Subcontractors, Suppliers and other persons or organizations which shall be used by the **Contractor**, in accordance with requirements of the Contract Documents.

7.4.3 The divisions and sections of the Specifications and the identifications of any Drawings shall not control the **Contractor** in dividing work among Subcontractor or delineating the Work to be performed by any specific trade.

7.4.4 The **Contractor** agrees to bind specifically every Subcontractor to the applicable terms and conditions of the Contract Documents, including but not limited to the General Conditions and Supplementary Conditions, for the benefit of the **County**.

7.4.5 All Work performed for the **Contractor** by a Subcontractor shall be pursuant to an appropriate written agreement between the **Contractor** and the Subcontractor which shall contain provisions that waive all rights the contracting parties may have against one another for damages caused by fire or other perils covered by insurance, except such rights as they may have to the proceeds of such insurance held by the **County** as trustee. The **Contractor** shall pay each Subcontractor an appropriate amount, determined by the value of the Work, of any insurance monies received by the **Contractor** under this insurance.

## **7.5 Patent Fees and Royalties**

7.5.1. The **Contractor** shall pay all license fees and royalties and assume all costs incident to the use of any invention, design, process or device which is the subject of patent rights or copyrights held by others. The **Contractor** shall indemnify and hold harmless the **County** and its employees and agents from and against all claims, costs, losses and damages arising out of or resulting from any infringement of patent rights or copyrights incident to the use in the performance of the Work or resulting from the incorporation in the Work of any invention, design, process, product or device not specified in the Contract Documents.

## **7.6 Permits**

7.6.1 The **Contractor** shall obtain and pay for all construction permits, licenses, governmental charges, inspection fees and all public utility charges which are applicable and necessary for the execution of the Work. All permit costs and public utility charges shall not be included in the base bid. Permit fees, if any, will be reimbursed to the **Contractor** on a separate invoice. Permits, if any, that are provided and paid for by the **County**, are listed in the Supplementary Conditions. Any delays associated with the permitting process will be considered for time extensions only; however, no damages or additional compensation for delay will be allowed.

## **7.7 Laws and Regulations**

7.7.1 The **Contractor** shall give all notices and comply with all laws, ordinances, rules and regulations applicable to the Work. If the **Contractor** observes that any of the Contract Documents are contradictory to such laws, rules and regulations, it will notify the Professional promptly in writing. Any necessary changes shall then be adjusted by an appropriate Change Order. If the **Contractor** performs any Work that they know or should have known to be contrary to such laws, ordinances, rules and regulations and without such notice to the Professional, the **Contractor** shall bear all related costs.

## **7.8 Taxes**

7.8.1 The **Contractor** shall pay all sales, consumer, use and other similar taxes required to be paid by the **Contractor** in accordance with the Laws and Regulations of the place of the project which are applicable during the performance of the Work.

## 7.9 Use of Premises

7.9.1 The **Contractor** shall confine their equipment, storage of material, storage of equipment and the operations of their workers to the areas permitted by law, ordinances, permits or the requirements of the Contract Documents. The **Contractor** shall not unreasonably encumber the site with material and equipment. Any loss or damage to the **Contractor's** or any Subcontractor's equipment is solely at the risk of the **Contractor**.

7.9.2 During the progress of the Work, the **Contractor** shall keep the premises free from accumulations of waste material, rubbish and other debris or contaminants resulting from the Work. At the completion of the Work, the **Contractor** shall remove all waste material, rubbish and debris from and about the premises as well as all tools, appliances, construction equipment, machinery and surplus material. The **Contractor** shall leave the site clean and ready for occupancy by the **County** at substantial completion of the Work. The **Contractor** shall restore to original condition all property so designated for alteration by the Contract Documents.

7.9.3 The **Contractor** shall not load or permit any part of any structure to be loaded in any manner that will endanger the structure. The **Contractor** shall not subject any part of the Work or adjacent property to stresses or pressures that will endanger them.

## 7.10 Record Documents

7.10.1 The **Contractor** shall keep at the site and in good order one record copy of the Contract Documents to include all Drawings and Specifications. These documents shall be annotated on a continuing basis to show all changes made during the construction process. These shall be available to the **Professional** and the **Project Manager** for their review. Upon completion of the requirements of the Contract Documents the **Contractor** shall turn over these annotated documents to the **County** unless instructed otherwise in the Supplementary Conditions.

## 7.11 Safety and Protection

7.11.1 The **Contractor** shall take all necessary precautions for the safety of and will provide the necessary protection to prevent damage, injury or loss to:

7.11.1.2 All employees on the Work and other persons who may be affected by it.

7.11.1.3 All the Work and all material or equipment to be incorporated, whether in storage on or off the site. The **Contractor** shall assume all risk of loss for stored equipment or material, irrespective of whether the **Contractor** has transferred the title of the stored equipment or material to the **County**.

7.11.1.4 Other property at the site or adjacent to it, including trees, shrubs, lawns, walks, pavements, roadways, structures and utilities not designated for removal, relocation or replacement in the course of construction.

7.11.2 The **Contractor** is responsible for observing all OSHA regulations and shall self-inspect to ensure this is accomplished. The **Contractor** shall ensure that all personnel are properly trained and shall be able to provide documentation for their personnel that have attended training courses. Examples of such training courses are: Hazard Communications, Traffic Work Zone Safety, Personal Protective Equipment, First Aid/CPR, Permit Required Confined Space, Lock Out/Tag Out of Hazardous Energy. The **Contractor** is required to comply with OSHA Standards regardless of the number of employees they may have.

7.11.3 A **County** representative may periodically monitor work site safety. Should there be safety and/or health violations, classified as Serious, Willful or Criminal/Willful Violations, the **County's** representative may have the authority, but not the duty, to require the **Contractor** to correct the violation in an expeditious manner. Inspections shall be based on requirements contained in law. The definitions of serious, willful and criminal/willful violations are as follows:

**Serious Violation:** A serious violation shall be deemed to exist in a place of employment if there is a substantial probability that death or serious physical harm could result from a condition which exists; or from one or more practices, means, methods, operations or processes which have been adopted or are in use, in such place of employment unless the employer did not, and could not, with the exercise of reasonable diligence, know of the presence of the violation.

**Willful Violation:** May exist where evidence shows that the employer committed an intentional and knowing violation of the Act.

**Criminal/Willful Violation:** A repeat violation of a previously cited willful violation.

Violation of Serious, Willful or Criminal violation may have the following consequences:

First violation:       The correction may be a verbal warning and the correction shall be done the same day. Written documentation may be maintained by the **County**.

Second violation     May result in work stoppage until the violation is corrected. The work stoppage shall not entitle the **Contractor** to additional contract time or compensation. Liquidated damages provision will remain in full force and effect.

Third violation        This may constitute a breach of contract for safety violations and may result in termination of the contract, at the sole discretion of the **County**.

**Note: The County Safety Officer may stop any job to ensure the safety of all concerned.**

7.11.4 Should the work site be in a hazardous area, the **County** may furnish the **Contractor** with information concerning hazards such as types or identification of known toxic material, machine hazards, Material Safety Data Sheets or any other information that would assist the **Contractor** in the planning of a safe work site.

7.11.5 The **Contractor** shall be aware that while working for the **County**, representatives from agencies such as the United States Department of Labor, Occupational Safety and Health Administration (OSHA) are invitees and need not have warrants or permission to enter the work site. These agencies, as well as the County Safety Officer, enter at the pleasure of the **County**.

7.11.6 The **Contractor** shall designate a competent person of its organization whose duty shall be the prevention of accidents at the site. This person shall be the **Contractor's** superintendent, unless otherwise designated in writing by the **Contractor** to the **Professional**. All communications to the superintendent shall be as binding as if given to the **Contractor**.

7.11.7 Should there be catastrophic injuries, as defined by OSHA, or a fatality on the worksite, the County Safety Manager, Risk Management Division, (863) 534-5267, shall be notified immediately. The Contractor shall promptly report by telephone and in writing to a County Representative and Professional all accidents arising out of or in connection with the Work which cause death, personal injury (defined by OSHA as a "lost time" accident), or property damage in excess of \$500.00; giving full details and statements of any witnesses. County Representatives are defined as follows: The Division Director or the authorized representative, the division Project Manager and County Risk Management. Non-adherence to this policy could be cause for disqualification of the Contractor on future County Projects.

7.11.8 Should the County Safety Manager, require the OSHA 300 Log, a written safety and health plan and/or training documents, these documents shall be at this office within 24 hours of the request. Failure to provide the documentation within that time frame may cause the job to be shut down, at no expense to the **County**, until such documents are received.

7.11.9 In any event the **County** may stop the work when, in the **County's** opinion, the work is being performed in violation of any health and safety rules, regulations or laws. This includes environmental issues.

7.11.10 When it becomes necessary to stop the work for any of the reasons contained herein, the **County** shall issue a Stop Work Order to instruct the **Contractor** to cease work on the project. The **County** shall not be penalized in any manner as a result of this Stop Work Order.

## **7.12 Drug Free Work Place Policy**

7.12.1 The **County** has a very comprehensive policy to ensure a drug free work place. The substance of this policy shall become a part of this contract as described below.

7.12.1.1 The **Contractor** and its employees and Subcontractors are strictly prohibited from the following:

Using illegal drugs on **County** property; Manufacturing, distributing, dispensing, selling, possessing, or using a non-prescribed substance, illegal drug or alcohol, while at work or on or in **County** property. Reporting for work or performing work under the influence of a non-prescribed substance, illegal drug or alcohol.

7.12.1.2 If there is reason to believe that this policy is being violated, the **Contractor** shall be required to take immediate action to correct the violation and ensure the **County** that further violations will not occur. The remedy shall, at a minimum, require the person or persons who are the subject of the violation to be banned from the work place.

## **7.13 Emergencies**

7.13.1 In emergencies affecting the safety of persons, the Work or property at the site or adjacent thereto, the **Contractor**, without special instructions or authorization from the **Professional** if time or circumstances do not permit, is obligated to prevent or mitigate threatened damage, injury or loss. The **Contractor** shall give the **Professional** written notice that the emergency provision has been invoked and shall state the reasons within twenty-four (24) hours of the incident. If the **Contractor** believes the emergency results in additional Work, a claim for a Change Order may be submitted in accordance with the procedures set forth herein.

7.13.1.1 The **Contractor** shall immediately notify the **Professional** of all events involving personal injuries to any person on the site, whether or not such person was engaged in the construction of the Project, and shall file a written report on such person(s) and any other event resulting in property damage of any amount within five (5) calendar days of the occurrence.

7.13.1.2 If the **Professional** determines that a change in the Contract Documents is required because of the action taken by the **Contractor** in response to such an emergency, a Change Order will be issued to document the consequences of such action.

## 7.14 Submittals and Samples

7.14.1 After checking and verifying all field measurements, the **Contractor** shall promptly submit to the **Professional** for approval, in accordance with the accepted schedule of submittals, all submittals and samples required by the Contract Documents. All submittals and samples shall have been checked by and stamped with the approval of the **Contractor** and identified as the **Professional** may require. The data shown on or with the submittals will be complete with respect to dimensions, design criteria, materials and any other information necessary to enable the **Professional** to review the submittal as required. At the time of each submission, the **Contractor** shall give notice to the **Professional** of all deviations that the submittal or sample may have from the requirements of the Contract Documents.

7.14.1.1 The **Professional** shall review and approve submittals and samples. The **Professional's** review and approval shall be only for conformance with the design concept of the Project and compliance with the information given in the Contract Documents. The approval of a separate item as such will not indicate approval of the assembly in which the item functions. The **Contractor** will make any corrections required by the **Professional** and resubmit the required number of corrected copies until approved. The **Contractor's** stamp of approval on any submittal or sample shall constitute its representation to the **Professional** and the **County** that the **Contractor** has determined and verified all quantities, dimensions, field construction criteria, materials, catalog numbers and similar data; and that each submittal or sample has been reviewed or coordinated with the requirements of the Work and the Contract Documents.

7.14.1.2 No Work requiring a submittal or sample submission shall commence until the submission has been approved by the **Professional**. A copy of each approved submittal and each approved sample shall be kept in good order by the **Contractor** at the site and shall be available to the **Professional** and the **County** staff. Any delays associated with the submittal process will be considered for time extensions only, and no damages or additional compensation for delay will be allowed.

7.14.1.3 The **Professional's** approval of submittals or samples shall not relieve the **Contractor** from responsibility for any variation from the requirements of the Contract Documents unless the **Contractor** has in writing called the **Professional's** attention to each such variation at the time of submission and the **Project Manager** has given written approval to the specific deviation; any such approval by the **Professional** shall not relieve the **Contractor** from responsibility for errors or omissions in the submittal.

7.14.1.4 Where a shop drawing or sample is required by the Contract Documents or the schedule of shop drawings and sample submissions accepted by the **Professional** as required, any related work performed prior to the **Professional's** review and approval of the pertinent submittal will be at the sole expense and responsibility of the **Contractor**.

## 7.15 Cleaning Up

7.15.1 The **Contractor** shall maintain the site free from accumulations of waste material, rubbish and other debris or contaminants resulting from the work, at a minimum, on a daily basis or as otherwise required. At the completion of the work, the **Contractor** shall remove all waste material, rubbish and debris from the site as well as all tools, construction equipment, machinery and surplus material; and will leave the site clean and ready for occupancy by the **County**. All disposals shall be in accordance with applicable laws and regulations. In addition to any other rights available to the **County** under the Contract Documents, the **Contractor's** failure to maintain the site may result in withholding of any amounts due the **Contractor**. The **Contractor** will restore to original condition those portions of the site not designated for alteration by the Contract Documents.

## ARTICLE 8 – OTHER WORK

8.1 The **County** may perform additional work related to the Project with its own forces or may use other contracts for the execution of additional work. The **Contractor** shall provide the other contractors who are parties to such contracts, including but not limited to, the other contractor's employees, agents, Subcontractors and Suppliers (or the **County's** forces performing the additional work), reasonable opportunity for the introduction and storage of material and equipment and the execution of work, and shall properly connect and coordinate its work with theirs. The **Contractor** shall do all cutting, fitting and patching of the Work that may be required to make its several parts come together properly and integrate with such other work. The **Contractor** shall not endanger any work of others by cutting, excavating or otherwise altering their work and will only cut or alter their work with the written consent of the **Professional** and the others whose work will be affected. The **Contractor** is not entitled to exclusive use of the site.

8.1.1 If any part of the **Contractor's** work depends (for proper execution or results) upon the work of any other contractor (or the **County**), the Contractor will inspect and promptly report to the Professional in writing any defects or deficiencies in the work that renders it unsuitable for the proper execution and results. The **Contractor's** failure to report shall constitute an acceptance of the other work, except as to defects and deficiencies which may appear in the other work after the execution of its work.

## ARTICLE 9 – COUNTY'S RESPONSIBILITIES

9.1 Except as otherwise provided in these General Conditions, the **County** shall issue all communications to the **Contractor** through the **Professional**.

9.1.1 The **County** shall furnish the data required under the Contract Documents and shall make payments to the **Contractor** when due as provided in Article 15.

9.1.2 The **County's** responsibilities for providing lands, easements and engineering surveys to establish reference points are set forth in Article 5.

## **ARTICLE 10 – PROFESSIONAL’S STATUS DURING CONSTRUCTION**

### **10.1 County’s Representative**

10.1.1 The **Professional** shall be a representative of the **County** during the construction period. The duties, responsibilities and limitations of authority of the **Professional** as the **County’s** representative during construction are set forth in these General Conditions.

### **10.2 Visits to the Site**

10.2.1 The **Professional** shall make periodic visits to the site to observe the progress and quality of the executed Work and to determine, in general, if the Work is proceeding in accordance with the Contract Documents.

### **10.3 Clarifications and Interpretations**

10.3.1 The **Professional** shall issue such written clarifications or interpretations of the Contract Documents (in the form of Drawings or otherwise) as may be determined necessary, or as reasonably requested by the **Contractor**, which shall be consistent with or reasonably inferable from the overall intent of the Contract Documents. If the **Contractor** believes that a written clarification and interpretation entitles them to an increase in the Contract Price, Contract time, or both, the **Contractor** may make a claim as provided for in Article 11, 12 and 13.

### **10.4 Rejecting Defective Work**

10.4.1 The **Professional** has the authority to disapprove or reject Work, which is defective. The **Professional** also has authority to require special inspection or testing of the Work at the **Contractor’s** expense, as provided in Article 14, whether or not the Work is fabricated, installed or completed when the work has been declared defective.

### **10.5 Resident Engineer or Architect**

10.5.1 The **Professional** may furnish a full or part-time Resident Engineer or Architect and other personnel to assist them in carrying out services at the site. The duties, responsibilities and limitations of authority of the Resident Engineer or Architect and other personnel are set forth in the Supplementary Conditions, if applicable.

### **10.6 Decisions on Disagreements**

10.6.1 The **Professional** shall interpret the requirements of the Contract Documents and determine the acceptability of the Work. If the **Contractor** disagrees with the **Professional’s** opinion, the **Contractor** shall refer claims, disputes and other matters relating to the acceptability of the Work or their interpretation of the requirements of the Contract Documents initially to the **Professional** in writing with a request for a formal decision. The **Professional** will render in writing their opinion concerning the **Contractor’s** request for a formal decision and shall submit same to the **Project**

**Manager.** After receipt of the Professional's written opinion and all information requested from the **Contractor**, the **Project Manager** shall render a formal decision in writing, which shall then be conveyed to the **Contractor** by the **Professional**. Written notice of each claim, dispute and other matter shall be delivered by the **Contractor** to the **Professional** within seven (7) calendar days of the occurrence first happening. Written supporting data will be submitted to the **Professional** within fifteen (15) calendar days after the occurrence unless the **Professional** allows additional time. If the **Contractor** fails to strictly comply with these notices and submittal time periods, the **Contractor** shall be deemed to have waived their right to assert a claim the **Contractor** might otherwise have had concerning the matter.

## **10.7 Limitation on Professional's Responsibilities**

10.7.1 Neither the **Professional's** authority to act under this Article or elsewhere in the Contract Documents, nor any decision made in good faith to exercise their authority, shall give rise to any duty or responsibility of the **Professional** to the **Contractor**, any Subcontractor, any of their agents or employees.

10.7.1.1 The **Professional** shall not be responsible for the construction means, methods, techniques, sequences, procedures or the safety precautions and programs used. The **Professional** shall not be responsible for the **Contractor's** failure to perform the Work in accordance with the Contract Documents.

10.7.1.2 The **Professional** shall not be responsible for the acts or omissions of the **Contractor**, any **Subcontractors**, any agents, employees or any other persons performing any of the Work.

## **ARTICLE 11 – CHANGES IN THE WORK**

### **11.1 Changes**

11.1.1 Without invalidating the **Contract**, the **County** may at any time order additions, deletions or revisions in the Work. The **Professional** shall provide the **Contractor** with a proposal request, identifying the work to be added, deleted or revised. Upon receipt, the **Contractor** shall promptly submit a written proposal for the changed work prepared in accordance with Articles 12 and 13. If the proposal request calls only for the deletion of work, the **Professional** may order the partial suspension of any work related to the proposed deletion, in which case the **Contractor** must cease performance as directed; the **Contractor** shall not be entitled to claim lost profits on deleted work. All change work shall be executed under the applicable conditions of the Contract Documents.

11.1.2 Additional work performed by the **Contractor** without authorization of a Change Order or Allowance Authorization will not entitle the **Contractor** to an increase in the Contract Price or an extension of the Contract Time, except in the case of an emergency as provided in Article 7. The effect of this paragraph shall remain paramount

and shall prevail irrespective of any conflicting provisions contained in these Contract Documents.

11.1.3 Upon agreement as to changes in the Work to be performed, work performed in an emergency as provided in Article 7, and any other claim of the **Contractor** for a change in the Contract Time or the Contract Price, the **Professional** will prepare a written Change Order to be signed by the **Professional** and the **Contractor** and submitted to the **County** for approval.

11.1.4 It is the **Contractor's** responsibility to notify its Surety of any changes affecting the general scope of the Work, Contract Price or Contract Time.

11.1.5 In the absence of an agreement as provided in 11.1.3, the **County** may, at its sole discretion, issue a Construction Change Directive to the Contractor. Pricing of the Construction Change Directive will be in accordance with Section 12.1.3. The Construction Change Directive will specify a price and, if applicable, a time extension determined to be reasonable by the County. If the Contractor fails to sign such Construction Change Directive, the Contractor may submit a claim in accordance with Articles 11, 12 and 13, but the Contractor shall nevertheless be obligated to fully perform the Work as directed by the Construction Change Directive.

11.1.6 The **Contractor** shall proceed diligently with performance of the Work as directed by the **County**, regardless of pending claim actions, unless otherwise agreed to in writing.

## **ARTICLE 12 – CHANGE OF CONTRACT PRICE**

### **12.1 The Contract Price**

12.1.1 The Contract Price constitutes the total compensation (subject to written authorized adjustments) payable to the **Contractor** for performing the Work. All duties, responsibilities and obligations assigned to or undertaken by the **Contractor** shall be at the **Contractor's** expense without change in the Contract Price.

12.1.2 The Contract Price may only be increased or decreased by a written Change Order or Construction Change Directive. Any claim for an increase shall be in writing and delivered to the **Professional** within seven (7) calendar days of the occurrence first happening. Written supporting data will be submitted to the **Professional** within fifteen (15) calendar days after the occurrence unless the **County** allows additional time.

12.1.3. The value of any work covered by a Change Order or of any claim for an adjustment in the Contract Price will be determined by the following procedures:

#### **12.1.3.1 Designated Unit Price (Field Measure)**

The **Contractor** and the **County** recognize and acknowledge that the quantities shown for those items designated in the Bid Submittal (Part C) as unit price items are

approximations prepared by the **County** for bid purposes and that the actual compensation payable to the **Contractor** for the utilization of these items is based upon the application of unit prices to the actual quantities of items involved as measured in the field and required to complete the Work as originally defined in the Contract Documents.

When it is determined by the **County** that an addition, deletion or revision to the Work as defined in these Contract Documents is required and affects the quantities required for items designed in the Bid Submittal (Part C) as unit price items, the **Contractor** and the **County** agree that the compensation payable to the Contractor for the unit price items shall be adjusted accordingly by a Change Order based upon the application of the appropriate unit prices shown in the Bid Submittal (Part C) to the quantity of the unit price item required to complete the Work as defined in the Contract Documents.

#### 12.1.3.2 Other Unit Prices

For items not designated in the Bid Submittal (Part C) as unit prices, the **County** and the **Contractor** may establish unit prices as agreed on by Change Order.

#### 12.1.3.3 Lump Sum

When it is determined by the **County** that an addition, deletion or revision to the Work is required which results in a change in the Work designated in the Bid Submittal as a lump sum item, the amount of increase or decrease in the lump sum price shall be established by mutual agreement of the parties.

12.1.4 If the pricing methods specified in 12.1.3 are inapplicable, or if the parties are unable to agree on a price for the changed work, a reasonable price for the same shall be established by the **County** in accordance with 12.2. The County shall then process a unilateral Change Order, specifying the said reasonable price, in accordance with 11.1.5. The Contractor shall perform the work as directed in the Change Order.

12.1.5 Failure on the part of the **Contractor** to construct any item to plan or authorized dimensions within the specification tolerances shall result in: reconstruction to acceptable tolerances at no additional costs to the **County**; acceptance at no pay; or acceptance at reduced final pay quantity or reduced unit price, all at the discretion of the **County**. Determinations of aggregate monetary change for items identified as lump sum quantities shall be made by the **County** based upon an analysis of the scope of the Contractor's failure to construct to plan or authorized dimensions.

## 12.2 Cost of Work

12.2.1 The term "Cost of Work," for the purpose of Change Orders or Allowance Work, means the cost necessarily incurred and paid by the Contractor in the proper performance of the Change Order Work. Except as may be agreed to in writing by the **Professional**, such costs shall be in amounts no higher than those prevailing in the area of the Work and may include the categories listed below.

12.2.1.1 Labor (payroll, taxes, fringe benefits, worker's compensation, health and retirement benefits, sick leave)

12.2.1.2 Owned Equipment (at lowest applicable equipment manual rate) (Blue Book Value)

12.2.1.3 Rented Equipment (at actual rental rate)

12.2.1.4 Material

12.2.1.5 Supplies

12.2.1.6 Subcontractors' Costs

12.2.1.7 Bonds and Insurance

12.2.1.8 Contractor's Fee (per 12.3)

12.2.1.9 Permit Fees

12.2.2 The **Contractor** shall require all Subcontractors and Suppliers to comply with all requirements of, and provide itemizations of, all claims in accordance with this Article.

12.2.3 The term "Cost of the Work" shall not include any of the following:

12.2.3.1 Payroll costs and other compensation of the **Contractor's** officers, executives, principals (of partnership and sole proprietorships), general managers, engineers, architects, estimators, layers, auditors, accountants, Procurement and contracting agents, expeditors, timekeepers, clerks and other personnel employed by the **Contractor**, whether at the site or in its principal or a branch office, for general administration of the Change Order work and not specifically included in the agreed upon schedule of job classifications, all of which are to be considered administrative costs covered by the **Contractor's** mark-up.

12.2.3.2 Extraordinary fringe benefits not specifically identified in Article 12.2.1.1.

12.2.3.3 Expenses of **Contractor's** principal and branch offices other than the **Contractor's** office at the site.

12.2.3.4 Any part of the **Contractor's** capital expenses, including interest on the **Contractor's** capital used for the Change Order work and charges against the **Contractor** for delinquent payments.

12.2.3.5 Cost of premiums for all bonds and insurance, whether or not the **Contractor** is required by the Contract Documents to purchase and maintain the same (except for additional bonds and insurance required because of changes in the work).

12.2.3.6 Costs due to the negligence of the **Contractor**, any Subcontractor or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable, including but not limited to: the correction of defective Work; disposal of material or equipment wrongly supplied; and making good any damage to property.

12.2.3.7 Overhead or general expense costs of any kind (other than as provided in 12.3).

**12.3 Contractor’s Mark-Up**

12.3.1 The maximum percentage allowed for the **Contractor’s** combined overhead and profit shall be as follows:

12.3.1.1 For all such Change Order work or Allowance Work done, a fixed percentage of the total adjustment to the Contract Price shall be negotiated and shall not exceed ten percent (10%).

12.3.2 For all changes, the **Contractor** shall submit an itemized cost breakdown, together with supporting data in the detail and form as prescribed by the **Professional**. When a credit is due, the amount of credit to be allowed by the **Contractor** to the **County** for any change which results in a net decrease in cost will be the amount of the actual net decrease in direct cost as determined by the **Professional**, plus the applicable reduction in overhead and profit. When both additions and credits are involved in any change, the combined overhead and profit shall be calculated on the basis of the net change, whether an increase or decrease. In any event, the minimum detail shall be an itemization of all man-hours required by discipline/trade with the unit cost per man-hour and total labor price, labor burden, equipment hours and rate for each piece of equipment, material by units of measure and price per unit, other costs specifically itemized, plus the overhead and profit markup.

**ARTICLE 13 – CHANGE OF CONTRACT TIME**

13.1 The Contract Time may only be changed by a Change Order. Any request for an extension in the Contract Time shall be made in writing and delivered to the **Professional** within seven (7) calendar days of the occurrence first happening and resulting in the claim. Written supporting data will be submitted to the **Project Manager** within fifteen (15) calendar days after the occurrence, unless the **Professional** allows additional time. All claims submitted by the **Contractor** for adjustments to the Contract Time must set forth in detail the reasons for and causes of the delay and clearly indicate why the subject delay was beyond the **Contractor’s** control or fault.

13.1.1 If the **Contractor** is delayed at any time in the performance, progress, commencement or completion of the Work by any act or neglect of the **County** or the **Professional**, by an employee of either, by any separate contractor employed by the **County**, by changes ordered in the Work, by labor disputes, fire, unavoidable casualties, unforeseeable weather conditions, utility conflicts which could not have been identified or foreseen by the **Contractor** using reasonable diligence or by any causes beyond the **Contractor’s** control or fault, then the Contract Time shall be extended by Change Order for such reasonable time as the **County** may determine. The **Contractor** shall be entitled to an extension of time for causes only for the number of days of delay

which the **County** may determine to be due solely to these causes and only to the extent these occurrences actually delay the completion of the Work; and then only if the **Contractor** shall have strictly complied with all the requirements of the Contract Documents. Provided, however, notwithstanding anything in the Contract Documents to the contrary, no interruption, interference, inefficiency, suspension or delay in the performance, progress, commencement or completion of the Work for any cause whatsoever, including those for which the **County** or the **Professional** may be responsible in whole or in part, shall relieve **Contractor** of its duty to perform or give rise to any right to damages or additional compensation from the **County**. The Contractor's sole and exclusive remedy against the **County** for interruption, interference, inefficiency, suspension or delay of any aspect of the Work shall be right to seek an extension to the Contract Time in accordance with the procedures set forth herein.

#### **ARTICLE 14 - UNCONTROLLABLE FORCES (FORCE MAJEURE)**

14.1 Either party hereunder may be temporarily excused from performance if an Event of Force Majeure directly or indirectly causes its nonperformance. An "Event of Force Majeure" is defined as any event which results in the prevention or delay of performance by a party of its obligations under this Agreement and which is beyond the reasonable control of the nonperforming party. It includes, but is not limited to fire, flood, earthquakes, storms, lightning, epidemic, war, riot, civil disturbance, sabotage, and governmental actions.

14.2 Neither party shall be excused from performance if non-performance is due to forces which are reasonably preventable, removable, or remediable and which the non-performing party could have, with the exercise of reasonable diligence, prevented, removed, or remedied prior to, during, or immediately after their occurrence. Within five (5) days after the occurrence of an Event of Force Majeure, the non-performing party shall deliver written notice to the other party describing the event in reasonably sufficient detail, along with proof of how the event has precluded the non-performing party from performing its obligations hereunder, and a good faith estimate as to the anticipated duration of the delay and the means and methods for correcting the delay.

14.3 The non-performing party's obligations, so far as those obligations are affected by the Event of Force Majeure, shall be temporarily suspended during, but no longer than, the continuance of the Event of Force Majeure and for a reasonable time thereafter as may be required for the non-performing party to return to normal business operations. If excused from performing any obligations under this Agreement due to the occurrence of an Event of Force Majeure, the non-performing party shall promptly, diligently, and in good faith take all reasonable action required for it to be able to commence or resume performance of its obligations under this Agreement. During any such time period, the non-performing party shall keep the other party duly notified of all

such actions required for it to be able to commence or resume performance of its obligations under this Agreement.

## **ARTICLE 15 – WARRANTY AND GUARANTEE: ACCEPTANCE OF DEFECTIVE WORK**

### **15.1 Warranty and Guarantee**

15.1.1 The **Contractor** warrants and guarantees to the **County** that all material and equipment will be new, unless otherwise specified; and that all work will be of good quality, performed in a workmanlike manner, free from faults or defects, and in accordance with the requirements of the Contract Documents and any inspections, tests or approvals referred to in this Article. All unsatisfactory Work, all faulty Work and all Work not conforming to the requirements of the Contract Documents or such inspections, tests, approvals or all applicable building, construction and safety requirements, shall be considered defective. Notice of all defects shall be given to the **Contractor** by the **Project Manager**. All defective work, whether or not in place, may be rejected, corrected or accepted as provided in this Article.

15.1.2 If, after approval of final payment and prior to the expiration of one year after the date of final completion or such longer period of time as may be prescribed by law or by the terms of any applicable special guarantee required by the Contract Documents, any Work or material are found to be defective, incomplete or otherwise not in accordance with the Contract Documents, the **Contractor** shall promptly, without cost to the **County** and in accordance with the **County's** written instructions, either correct such defective Work or, if it has been rejected by the **County**, remove it from the site and replace it with non-defective work. If the **Contractor** does not promptly comply with the terms of such instructions, the **County** may have the defective Work corrected, removed or replaced. All direct and indirect costs of such action will be paid by the **Contractor**.

### **15.2 Tests and Inspections**

15.2.1 If the Contract Documents, laws, ordinances, rules, regulations or orders of any public authority having jurisdiction require any Work to specifically be inspected, tested or approved by someone other than the **Contractor**, the **Contractor** shall give the **Professional** timely notice. The testing firm(s) (if assigned by the **Contractor** to this Work) and all such inspections, tests or approvals provided for by the **County** shall be identified in writing by the **Professional** to the **Contractor**. All other inspections, tests or approvals shall be at the **Contractor's** expense, including additional expenses for inspection and tests required as a result of delays by the **Contractor** or hours worked in excess of 40 hours per week. For all required inspections, tests and approvals on any Work prepared, performed or assembled away from the site, the **Contractor** will furnish the **Professional** with the required Certificates of Inspection, testing or approval. All such tests will be in accordance with the methods prescribed by the American Society for Testing and Material or such other applicable organizations as may be required by law or the Contract Documents. Material or Work in place that fail to pass acceptability

tests shall be retested at the direction of the Professional and at the **Contractor's** expense.

15.2.2 Neither observations by the **Professional** or the **Project Manager** nor inspections, tests or approvals by persons other than the **Contractor** shall relieve the **Contractor** of its obligations to perform the Work in accordance with the requirements of the Contract Documents.

### **15.3 Access to the Work**

15.3.1 For the duration of the Work, the **Professional** and their representatives, other designated representatives of the **County** and authorized representatives of any regulatory agency shall at all times be given access to the Work.

The **Contractor** shall provide proper facilities for such access and observation of the Work and also for any inspection or testing by others.

### **15.4 Uncovering the Work**

15.4.1 If any work required to be inspected, tested or approved is covered prior thereto without the prior written approval of the **Professional**, or if any work is covered contrary to the request of the **Project Manager**, the work shall, if requested by the **Professional** or the **Project Manager**, be uncovered for observation, inspection, testing or approval and replaced at the **Contractor's** expense.

15.4.2 If any work has been covered which either the **Professional** or the **Project Manager** has not specifically requested to observe, or if the **Professional** or the **Project Manager** considers it necessary or advisable that covered work be inspected or tested by others, the **Contractor**, upon written request of the **Professional** or the **Project Manager**, shall uncover, expose or otherwise make available for observation, inspection or testing that portion of the work in question, furnishing all necessary labor, material and equipment. If it is found that such work is defective, the **Contractor** shall bear the expense of such uncovering, exposure, observation, inspection, testing and satisfactory reconstruction. If, however, such work is not found to be defective, the **Contractor** shall be allowed an increase in the Contract Price or an extension of the Contract Time, or both, directly attributable to such uncovering, exposure, observation, inspection, testing and reconstruction, if it makes a claim as provided in Articles 11, 12 and 13.

### **15.5 Stop Work**

15.5.1 When work is defective or when the **Contractor** fails to supply sufficient skilled workmen, suitable material, suitable equipment, make prompt payments to Subcontractors for labor, material or equipment, or if the **Contractor** violates any provisions of these Contract Documents, the **County** may order the **Contractor** to stop the work until the cause for such order has been eliminated. However, this right of the

**County** to stop the work shall not give rise to any duty on the part of the **County** to exercise this right for the benefit of the **Contractor** or any other party. The **Contractor** shall have no right to claim an increase in the Contract Price or Contract Time or other damages for a stop work order under this paragraph.

## **15.6 Correction or Removal of Defective Work**

15.6.1 When directed by the **Professional**, the **Contractor** shall promptly, without cost to the **County** and as specified by the Professional either correct the defective work whether fabricated, installed or completed, or remove it from the site and replace it with non-defective work or remove and replace such defective work within a reasonable time, all as specified in a written notice from the Professional, the County may have the deficiency corrected. All direct and indirect costs of such correction shall be paid by the Contractor or deducted from payment to the Contractor. The Contractor will also bear the expense of correcting or removing and replacing all work of others destroyed or damaged by the correction, removal or replacement of the defective work.

## **15.7 Acceptance of Defective Work**

15.7.1 If, instead of requiring correction or removal and replacement of defective work, the **County** prefers to accept it, the **County** may do so. In such case, if acceptance occurs prior to approval of final payment, a Change Order incorporating the necessary revisions in the Contract Documents, including an appropriate reduction in the Contract Price, shall be issued. If the acceptance occurs after approval of final payment, the **Contractor** shall pay to the **County** an appropriate sum to compensate for the defect in the work.

## **15.8 Neglected Work by Contractor**

15.8.1 If the **Contractor** neglects to execute the Work in accordance with the Contract Documents, including any requirements of the progress schedule, the **Professional** may direct the **Contractor** to submit a recovery plan and take specific corrective actions including, but not limited to, employing additional workmen and/or equipment working extended hours and additional days, all at no cost to the **County**, in order to put the Work back on schedule. If the **Contractor** fails to correct the deficiency or take appropriate corrective action, the **County** may terminate the contract or **Contractor's** right to proceed with that portion of work and have the work done by others. The cost of completion under such procedure shall be charged against the **Contractor**. A Change Order shall be issued incorporating the necessary revisions in the Contract Documents, including an appropriate reduction in the Contract Price. If the payments due the **Contractor** are not sufficient to cover such amount, the **Contractor** shall pay the difference to the **County**.

15.8.2 Should the **Contractor** work overtime, weekends or holidays to regain the schedule, all costs to the **County** of associated inspection, construction management

and resident engineering shall be identified to the **Contractor** and the Contract Price reduced by a like amount via Change Order.

## **ARTICLE 16 – PAYMENT AND COMPLETION**

### **16.1 Schedule of Values**

16.1.1 The Schedule of Values established as provided in General Conditions 3.5.2.2 will serve as the basis for progress payments and will be incorporated into a form of Application for Payment acceptable to the **Professional** and the **Project Manager**. Progress payments using unit prices bid will be based on the number of units completed. Lump sum bids do not have a provision for a unit price adjustment.

16.1.2 The Schedule of Values will include a breakdown of divisions of the work in a manner that will identify Subcontractors by the classification of their work according to any accepted numerical sequence, such as AIA numerical classification. Any Subcontractor identified by the **Contractor**, as a Woman/Minority Business Entity shall be noted in the schedule of values on a separate line of the schedule of values with an extension to the numerical classification used to identify the particular division of work. The extension will be according to the following: 002- Woman Business Enterprise; 003 – African American Enterprise; 004 – Hispanic American; 005 – Asian Pacific American Business; 006 – Native American Business; and 007 – Asian-Indian American Business.

### **16.2 Application for Progress Payment: Contractor Certification of Disbursement of Previous Progress Payments to Subcontractors and Suppliers**

16.2.1 At least seven (7) calendar days before the date established for each progress payment (but not more often than once a month), **Contractor** shall submit the following to the **Professional** for review: (i) an Application for Payment filled out and signed by the **Contractor** covering the work completed as of the date of the Application; (ii) a Contractor Certification of Disbursement of Previous Progress Payments to Subcontractors and Suppliers (as further described in Subsection 16.2.2 below) in a form the County will designate and provide to the **Contractor**, and (iii) all other supporting documentation as is required by the Contract Documents. If payment is requested on the basis of material and equipment not incorporated in the Work but delivered and suitably stored at the site or at another location agreed to in writing, the Application for Payment shall also be accompanied by a bill of sale, invoice or other documentation warranting that the **County** has received the material and equipment free and clear of all liens and evidence that the material and equipment are covered by appropriate property insurance and other arrangements to protect the **County's** interest therein, all of which will be satisfactory to the **County**. Payment is subject to retainage in accordance with F.S. 218.735. The amount of retainage is 5% in accordance with the contract document or as provided in F.S. 218.735.

16.2.2 As additional conditions precedent to the County's obligation to pay the Contractor each progress payment, to include the final payment due under the Contract, the Contractor must (i) pay all Subcontractors and Suppliers their respective pro rata share of all previous payments (to include any payments of retainage) that the County has made to Contractor for Work that has been satisfactorily completed; and (ii) execute and deliver to the Professional a Contractor Certification of Disbursement of Previous Progress Payments to Subcontractors and Suppliers with its Application for Payment submitted in accordance with Subsection 16.2.1 above. If the Contractor has not made the required payments to all Subcontractors and Suppliers, but the Contractor has (a) demonstrated good cause (as reasonably determined by the County) for not making any required payment; (b) delivered written notice to the County and to the applicable Subcontractor or Supplier specifically stating why the Contractor has not paid the Subcontractor or Supplier its proportionate share of the progress payments that the County has made to the Contractor pursuant to the Contract, and (c) completed all other requirements and conditions precedent to the receipt of the requested progress payment, then the County will pay Contractor the progress payment in accordance with the Contract requirements.

### **16.3 Contractor's Warranty of Title**

16.3.1 **Contractor** warrants and guarantees that title to the work, material and equipment covered by any Application for Payment, whether incorporated in the Work or not, will pass to the **County** no later than the time of payment, free and clear of all liens.

### **16.4 Approval of Payments**

16.4.1 The **Professional**, after receipt of each Application for Payment, will either indicate in writing a recommendation of payment and present the application to the **County**, or return the application to the **Contractor** indicating in writing the **Professional's** reasons for refusing to recommend payment. In the latter case, the **Contractor** may make the necessary corrections and resubmit the application. The **County** shall make payment in accordance with F.S. 218.735.

16.4.2 The **Professional's** recommendation of any payment requested in an Application for Payment will constitute a representation by the **Professional** to the **County** based on the **Professional's** review of the Application for Payment and the accompanying data and schedules, that to the best of the **Professional's** knowledge, information and belief:

- a) The Work has progressed to the point indicated;
- b) The quality of the Work is generally in accordance with the Contract Documents (subject to an evaluation of the Work as a functioning whole prior to or upon substantial completion, to the results of any subsequent tests called for in the

Contract Documents, to a final determination of quantities and classifications for Unit Price Work and to any other qualifications stated in the recommendation); and

- c) The conditions precedent to the **Contractor's** being entitled to such payment appear to have been fulfilled in so far as it is the **Professional's** responsibility to observe the Work.

16.4.3 By recommending any such payment, the **Professional** will not be deemed to have represented that: (i) exhaustive or continuous on-site inspections have been made to check the quality or the quantity of the Work beyond the responsibilities specifically assigned to the **Professional** in the Contract Documents; or (ii) that there may not be other matters or issues between the parties that might entitle the **Contractor** to be paid additionally by the **County** or entitle the **County** to withhold payment to the **Contractor**.

16.4.4 The **Professional's** recommendation of any payment, including final payment, shall not mean that the **Professional** is responsible for the **Contractor's** means, methods, techniques, sequences or procedures of construction; or the safety precautions and programs incident thereto; or for any failure of the **Contractor** to comply with Laws and Regulations applicable to the furnishing or performance of Work; or for any failure of the **Contractor** to perform or furnish Work in accordance with the Contract Documents.

16.4.5 The **Professional** may refuse to recommend the whole or any part of any payment if, in the **Professional's** opinion, they are unable to make the representation that the Application is acceptable to the **County**. The **Professional** may also refuse to recommend any such payment or, because of subsequently discovered evidence or the results of subsequent inspections or tests, nullify any such payment or, because of subsequently discovered evidence or the results of subsequent inspections or tests, nullify any such payment previously recommended, to such extent as may be necessary in the **Professional's** opinion to protect the **County** from loss because:

- a) The Work is defective;
- b) The Contract Price has been reduced by Change Order;
- c) The **County** has been required to correct defective work or complete work in accordance with Article 15;
- d) Claims have been filed against the **County** for which the **Contractor** may be liable; and/or
- e) The work was executed unsatisfactorily; the **Contractor** failed to clean up as required in Article 7 or the work is otherwise not in compliance with these Contract Documents.

16.4.6 The **County** will give the **Contractor** immediate notice stating the reasons for such action and promptly pay the **Contractor** the amount so withheld, or any adjustment thereto agreed to by the **County** and the **Contractor**, when the **Contractor** corrects, to the **County's** satisfaction, the reasons for such action.

## **16.5 Substantial Completion**

16.5.1 Definition. Substantial Completion is the stage in the progress of the Work when the Work or specified portion thereof is sufficiently complete in accordance with the Contract Documents so the **County** can occupy or utilize the Work for its intended purpose.

16.5.2 Certificate of Substantial Completion. When the **Contractor** considers that the Work, or a specified portion thereof, which the **County** agrees to accept separately, is substantially complete, the **Contractor** shall notify the **Professional** and the **Project Manager**. Along with such notification, the **Contractor** shall submit to the **Professional** a thorough and inclusive list of all remaining Work items to be completed or corrected. Upon receipt of the **Contractor's** notification and list, the **Professional** and the **Project Manager** will visit the site to determine whether the Work or designated portion thereof is substantially complete. Once the **Professional**, in consultation with the **County**, determines that the Work or specified portion thereof is substantially complete, the **Professional** will prepare a Certificate of Substantial Completion that shall establish the date of Substantial Completion. The Certificate of Substantial Completion shall be submitted to the **Contractor** for its written acceptance and then to the **County** for acceptance and issuance.

16.5.3 Deficiency List. The Certificate of Substantial Completion shall include a list prepared by the **Professional** (the "Deficiency List") of final work items remaining, which must be completed to render the Work, or specified portion thereof, complete, satisfactory, and acceptable in accordance with the Contract Documents. The Deficiency List shall include those items from the **Contractor's** list described in Section 16.5.2 above which remain incomplete or uncorrected as of the date of Substantial Completion, along with any other incomplete or unsatisfactory items as determined by the **Professional** or the **Project Manager**. Failure to include on the Deficiency List any corrective work or pending items not yet completed shall not alter the responsibility of the **Contractor** to complete all the construction services purchased pursuant to the Contract Documents. The **Professional**, in consultation with the **County**, shall establish a date for completion of the items identified in the Deficiency List, and this date for completion shall be noted on the Certificate of Substantial Completion. The **Professional** shall also include an estimated cost to complete each item on the Deficiency List. Should the **Contractor** fail to complete the items by the date noted on the Certificate of Substantial Completion, the **County** may complete the item and deduct the costs from the final Application for Payment.

16.5.4 Project Closeout and Payment of Retainage. In accordance with Section 255.077(4), Fla. Stat., within 20 business days after developing the Deficiency List, and after receipt of a proper invoice or payment request, the **County** shall pay the **Contractor** the remaining balance of the contract, including any remaining retainage withheld by the **County** pursuant to Section 255.078, Florida Statutes, less an amount equal to 150 percent of the estimated cost to complete the items on the Deficiency List.

16.5.5 Warranties. Warranties required by the Contract Document shall commence on the date of Substantial Completion of the Work or designated portion thereof unless otherwise provided in the Certificate of Substantial Completion.

## **16.6 Beneficial Occupancy**

16.6.1 Use by the **County** at the **County's** option of any substantially completed part of the Work which (i) has specifically been identified in the Contract Documents, or (ii) the **County, Professional** and **Contractor** agree constitutes a separately functioning and usable part of the Work that can be used by the **County** for its intended purpose without significant interference with the **Contractor's** performance of the remainder of the Work, may be accomplished prior to Substantial Completion of all the Work subject to 16.6.2.

16.6.2 The **County** at any time may request the **Contractor** in writing to permit the **County** to use any such part of the Work which the **County** believes to be ready for its intended use and substantially complete. If the **Contractor** agrees that such part of the Work is substantially complete, the **Contractor** will certify to the **County** and the **Professional** in writing that the **Contractor** considers any such part of the Work ready for its intended use and substantially complete and request the **Professional** to issue a certificate of Substantial Completion for that part of the Work. Within a reasonable time after either such request, the **County, Contractor** and **Professional** shall make an inspection of that part of the Work to determine its status of completion. If the **Professional** does not consider that part of the Work to be substantially complete, the **Professional** will notify the **County** and the **Contractor** in writing giving the reasons therefore. If the **Professional** considers that part of the Work to be substantially complete, the provisions of 16.5 will apply with respect to certification of Substantial Completion of that part of the Work and the division of responsibility in respect thereof and access thereto.

16.6.3 The **County**, may at its discretion, reduce the amount of retainage beyond the amount prescribed in F.S. 218.735 subject to Beneficial Occupancy.

16.6.4 Retainage will not be released in the face of a claim by the **County** for liquidated damages or a dispute claim by the **Contractor** for additional compensation.

## 16.7 Final Inspection

16.7.1 Upon written notice from the **Contractor** that the entire Work or an agreed portion thereof is complete, the **Professional** will make a final inspection with the **County** and the **Contractor** and will notify the **Contractor** in writing of all particulars in which this inspection reveals that the Work is incomplete or defective. The **Contractor** shall immediately take such measures as necessary to complete such Work or remedy such deficiencies.

## 16.8 Final Application for Payment

16.8.1 After the **Contractor** has completed all such corrections to the satisfaction of the **Professional** and the **County** and delivered in accordance with the Contract Documents all maintenance and operating instructions, schedules, guarantees, bonds, certificates or other evidence of insurance required by 6.2, certificates of inspection, marked-up record documents and other documents, the **Contractor** may make application for final payment following the procedure for progress payments. The final Application for Payment shall be accompanied (except as previously delivered) by: (i) all documentation called for in the Contract Documents, including but not limited to the evidence of insurance required; (ii) consent of the surety to final payment; and (iii) a final Contractor Certification of Disbursement of Previous Progress Payments to Subcontractors and Suppliers.

16.8.2 No application for final payment will be accepted by the **County** until all required documentation by the **Contractor** has been accepted and approved by the **Professional** and the **County**.

16.8.3 Notwithstanding any other provision of these contract documents to the contrary, the **County** and the **Professional** are under no duty or obligation whatsoever to any vendor, material provider, Subcontractor, laborer or other party to ensure that payments due and owing by the **Contractor** to any of them are or will be made. Such parties shall rely only on the **Contractor's** surety bonds for remedy of nonpayment by the **Contractor**. The **Contractor** agrees to defend and resolve all claims made by Subcontractors, indemnifying the **County** and the **Professional** for all claims arising from or resulting from Subcontractor, Supplier, material men or laborer services in connection with this project.

16.8.4 The **Contractor** will indemnify the **County** and **Professional** for any damages sustained including lost revenues resulting from the **Contractor's** failure or refusal to perform the work required by these contract documents.

## 16.9 Final Payment and Acceptance

16.9.1 If, on the basis of the **Professional's** observation of the Work during construction and final inspection, and the **Professional's** review of the final Application for Payment

and accompanying documentation as required by the Contract Documents, the **Professional** is satisfied that the Work has been completed and the **Contractor's** other obligations under the Contract Documents have been fulfilled, the **Professional** will, after receipt of the final Application for Payment, indicate in writing the **Professional's** recommendation of payment and present the Application to the **County** for payment. At the same time, the Professional will also give written notice to the County and the **Contractor** that the Work is acceptable subject to the provision of 16.10. Otherwise, the **Professional** will return the application to the **Contractor**, indicating in writing the reasons for refusing to recommend final payment, in which case the **Contractor** shall make the necessary corrections and resubmit the Application. After the presentation to the **County** of the application and accompanying documentation, in appropriate form and substance and with the **Professional's** recommendation and notice of acceptability, the amount recommended by the **Professional** will become due and will be paid by the **County** to the **Contractor**.

16.9.2 If, through no fault of the **Contractor**, final completion of the Work is significantly delayed and if the **Professional** so confirms, the **County** shall, upon receipt of the **Contractor's** final Application for Payment and recommendation of the **Professional**, and without terminating the Agreement, make payment of the balance due for that portion of the Work fully completed and accepted. If the remaining balance to be held by the **County** for Work not fully completed or corrected is less than the retainage stipulated in the Contract, and if bonds have been furnished as required in Article 6, the written consent of the surety to the payment of the balance due for that portion of the Work fully completed and accepted shall be submitted by the **Contractor** to the **Professional** with the application for such payment. Such payment shall be made under the terms and conditions governing final payment, except that it shall not constitute a waiver of claims.

16.9.3 The remainder of the Contract Price will be approved for payment upon final completion of the work, acceptance of the work by the **County** and settlement of all claims.

## **16.10 Waiver of Claims**

16.10.1 The making and acceptance of final payment will constitute a waiver of all claims by the **Contractor** against the **County**, other than those previously made in writing and still unsettled.

16.10.1.1 The making and acceptance of final payment will constitute a waiver of all claims by the **County** against the **Contractor**, except claims arising from unsettled liens from defective Work appearing after final inspection pursuant to 16.7; from failure to comply with the Contract Documents or the terms of any special guarantees specified therein; or from the **Contractor's** continuing obligations under the Contract Documents.

## ARTICLE 17 – SUSPENSION OF WORK AND TERMINATION

### 17.1 Suspension of Work

17.1.1 At any time and without cause, the **County** may suspend the Work or any portion thereof for a period of not more than ninety (90) days by notice in writing to the **Contractor** and the **Professional**, which will fix the date on which Work will be resumed. The **Contractor** shall resume the Work on the date so fixed. The **Contractor** shall be allowed an adjustment in the Contract Price or an extension of the Contract Time, or both, directly attributable to any such suspension if the **Contractor** makes any approved claim therefore as provided in Articles 12 and 13.

### 17.2 Termination For Cause

17.2.1 Upon the occurrence of any one or more of the following events:

- a) If the **Contractor** fails to perform the Work in accordance with the Contract Documents (including, but not limited to, failure to supply sufficient skilled workers or suitable material or equipment; or failure to adhere to the progress schedule established;
- b) If the **Contractor** disregards laws or regulations of any Regulations of any public agency having jurisdiction;
- c) If the **Contractor** disregards the authority of the **Professional** or the **Project Manager**; or
- d) If the **Contractor** otherwise violates in any substantial way any provisions of the Contract Documents.

The **County** may, after giving the **Contractor** and surety seven (7) working days' written notice and to the extent permitted by Laws and Regulations, terminate the services of the **Contractor**; exclude the **Contractor** from the site; take possession of the Work and of all the **Contractor's** tools, appliances, construction equipment and machinery at the site; use the same to the full extent they could be used by the **Contractor** (without liability to the **Contractor** for trespass or conversion); incorporate in the Work all material and equipment stored at the site or for which the **County** has paid the **Contractor** but which are stored elsewhere; and finish the Work as the **County** may deem expedient. In such case, the **Contractor** shall not be entitled to receive any further payment beyond an amount equal to the value of the work actually completed and the value of material and equipment not incorporated in the work but delivered and suitably stored, less the aggregate of payments previously made. If the direct and indirect costs of completing the work exceed the unpaid balance of the contract price, the **Contractor** shall pay the difference to the **County**. Such costs incurred by the **County** shall be verified by the **Professional** and incorporated in a Change Order; but in finishing the work the **Contractor** shall not be required to obtain the lowest figure for

the work performed. The **Contractor's** obligations to pay the difference between such costs and such unpaid balance shall survive termination of the agreement.

17.2.2 In the event the **County** terminates the contract for cause and it is subsequently judicially determined that there was no cause for termination, the termination for convenience provision will be the means for disposition of the balance of the contract obligations.

### **17.3 Termination for Convenience**

17.3.1 Upon seven (7) working days' written notice to the **Contractor** and the **Professional**, the **County** may, without cause and without prejudice to any other right or remedy of the **County**, elect to terminate the **Contract**. In such case, the **Contractor** shall be paid (without duplication of any items):

- a) For completed and acceptable Work executed in accordance with the Contract Documents prior to the effective date of termination, including fair and reasonable sums for overhead and profit on such Work;
- b) For expenses sustained prior to the effective date of termination in performing services and furnishing labor, material or equipment as required by the Contract Documents in connection with uncompleted Work, plus fair and reasonable sums for overhead and profit on such expenses;
- c) For all claims, costs, losses and damages incurred in settlement of terminated contracts with subcontractors, suppliers and others; and
- d) For reasonable expenses directly attributable to termination.

The **Contractor** shall not be paid on account of loss of anticipated profits or revenue or other economic loss arising out of or resulting from such termination.

17.3.2 If through no act or fault of the **Contractor**, the Work is suspended for a period of more than ninety (90) calendar days by the County, or under an order of court or other public authority, or the **Professional** fails to act on any Application for Payment within thirty (30) calendar days after it is submitted, or the **County** fails for thirty-one (31) calendar days to pay the Contractor any sum finally determined to be due, then the **Contractor** may, upon seven (7) working days' written notice to the **County** and the **Professional**, terminate the Agreement and recover from the **County** payment on the same terms as provided in 17.2.2, provided the **County** or the **Professional** did not remedy such suspension or failure within that time. In lieu of terminating the Agreement and without prejudice to any other right or remedy, if the **Professional** has failed for thirty-one (31) calendar days to pay the **Contractor** any sum finally determined to be due, the **Contractor** may upon seven (7) days' written notice to the **County** and the **Professional** stop the Work until payment is made of all such amounts due the

**Contractor**, including interest thereon. The provisions of this paragraph are not intended to preclude the **Contractor** from making claim under Articles 12 and 13 for an increase in Contract Price or Contract Time or otherwise for expenses or damage directly attributable to the **Contractor's** stopping Work as permitted by this paragraph.

#### **ARTICLE 18 – DISPUTES**

18.1 All disputes arising under this Contract or its interpretation whether involving law, fact or both, or extra work, and all claims for alleged breach of contract, shall within ten (10) working days of the commencement of the dispute be presented by the **Contractor** to the **County** for decision. All papers pertaining to claims shall be filed in quadruplicate. Such notice need not detail the amount of the claim but shall state the facts surrounding the claim in sufficient detail to identify the claim, together with its character and scope. In the meantime, the **Contractor** shall proceed with the Work as directed. Any claim not presented within the time limit specified in this paragraph shall be deemed to have been waived, except that if the claim is of a continuing character and notice of the claim is not given within ten (10) working days of its commencement, the claim will be considered only for a period commencing ten (10) working days prior to the receipt by the **County** of notice thereof. Each decision by the **County** will be in writing and will be mailed to the **Contractor** by registered or certified mail, return receipt requested, directed to the **Contractor's** last known address.

18.1.1 If the **Contractor** does not agree with any decision of the **County**, the **Contractor** shall seek mediation by a certified circuit court civil mediator who will be agreed to by the parties or, if the parties cannot agree to a mediator within thirty (30) calendar days of the request for mediation, said mediator will be chosen by the **Contractor**. Any mediation will be held in Polk County, unless otherwise agreed to by the **County**. The parties will cooperate in good faith with the mediator with the cost of the mediator split equally between the parties, if the mediator is agreed upon, and by the **Contractor** if agreement on the mediator cannot be reached.

18.1.2 If the **Contractor** does not agree with any decision of the **County**, or the mediation is unsuccessful, the **Contractor** shall in no case allow the dispute to delay the Work but shall notify the **County** promptly that the work proceeding under protest and that the matter in question may be accepted from the final release.

#### **ARTICLE 19 – MISCELLANEOUS**

19.1 Whenever any provision of the Contract Documents requires the giving of written notice, it will be deemed to have been validly given if delivered in person to the individual or to a member of the firm or to an officer of the corporation for whom it is intended, or if delivered at or sent by registered or certified mail, postage prepaid, to the last business address known to the giver of the notice.

19.2 When any period of time is referred to in the Contract Documents by days, it will be computed to exclude the first and include the last day of such period. If the last day of any such period falls on a Saturday or Sunday or on a day made a legal holiday by the law of the applicable jurisdiction, such day will be omitted from the computation. A calendar day of twenty-four (24) hours measured from midnight to the next midnight will constitute a day.

19.3 Should the **County** or the **Contractor** suffer injury or damage to its person or property because of any error, omission or act of the other or of any of their employees, agents or others for whose acts they may be legally liable, claim should be made in writing to the other party within a reasonable time of the first observance of such injury or damage.

19.4 All representations, warranties and guarantees made in the contract documents will survive final payment and termination or completion of the agreement. Also, the obligation of the **Contractor** to maintain the work until initiation of operation shall survive final payment, termination or completion of the Contract.

19.5 The **Contractor** shall keep adequate records and supporting documentation applicable to the Work and Contract. Said records and documentation shall be retained by the **Contractor** for a minimum of five (5) years from the date of final completion or termination of this Contract. The County shall have the right to audit, inspect and copy all such records and documentation as often as the **County** deems necessary during the period of the Contract and for a period of five (5) years thereafter provided, however, such activity shall be conducted only during normal business hours. The **County**, during this period of time, shall also have the right to obtain a copy of and otherwise inspect any audit made at the direction of the **Contractor** as concerns the aforesaid records and supporting documentation.

**ARTICLE 20 - Unauthorized Alien(s):**

20.1 The vendor agrees that unauthorized aliens shall not be employed nor utilized in the performance of the requirements of this solicitation. The County shall consider the employment or utilization of unauthorized aliens a violation of Section 274A(e) of the Immigration and Naturalization Act (8 U.S.C. 1324a). Such violation shall be cause for unilateral termination of this Agreement by the County. As part of the response to this solicitation, the successful vendor will complete and submit the attached form "Affidavit Certification Immigration Laws."

## **ARTICLE 21 - EMPLOYMENT ELIGIBILITY VERIFICATION (E-VERIFY)**

A. Unless otherwise defined herein, terms used in this Section which are defined in Section 448.095, Florida Statutes, as may be amended from time to time, shall have the meaning ascribed in said statute.

B. Pursuant to Section 448.095(5), Florida Statutes, the contractor hereto, and any subcontractor thereof, must register with and use the E-Verify system to verify the work authorization status of all new employees of the contractor or subcontractor. The contractor acknowledges and agrees that (i) the County and the contractor may not enter into this Agreement, and the contractor may not enter into any subcontracts hereunder, unless each party to this Agreement, and each party to any subcontracts hereunder, registers with and uses the E-Verify system; and (ii) use of the U.S. Department of Homeland Security's E-Verify System and compliance with all other terms of this Certification and Section 448.095, Fla. Stat., is an express condition of this Agreement, and the County may treat a failure to comply as a material breach of this Agreement.

C. By entering into this Agreement, the contractor becomes obligated to comply with the provisions of Section 448.095, Fla. Stat., "Employment Eligibility," as amended from time to time. This includes but is not limited to utilization of the E-Verify System to verify the work authorization status of all newly hired employees, and requiring all subcontractors to provide an affidavit attesting that the subcontractor does not employ, contract with, or subcontract with, an unauthorized alien. The *contractor* shall maintain a copy of such affidavit for the duration of this Agreement. Failure to comply will lead to termination of this Agreement, or if a subcontractor knowingly violates the statute or Section 448.09(1), Fla. Stat., the subcontract must be terminated immediately. If this Agreement is terminated pursuant to Section 448.095, Fla. Stat., such termination is not a breach of contract and may not be considered as such. Any challenge to termination under this provision must be filed in the Tenth Judicial Circuit Court of Florida no later than 20 calendar days after the date of termination. If this Agreement is terminated for a violation of Section 448.095, Fla. Stat., by the contractor, the contractor may not be awarded a public contract for a period of 1 year after the date of termination. The contractor shall be liable for any additional costs incurred by the County as a result of the termination of this Agreement. Nothing in this Section shall be construed to allow intentional discrimination of any class protected by law.

## **ARTICLE 22 – PERFORMANCE EVALUATION**

### **22.1 Contractor Evaluation**

22.1.1 The **Contractor's** performance should be evaluated during and after completion of the project.

## **ARTICLE 23 – ALLOWANCES**

## 23.1 Allowance Work

23.1.1 When the **County** determines, at its sole discretion, that it wishes to include an Allowance in the Contract, said amount shall be included in the Contract Price, Article 2 of the Contract (Part E).

23.1.2 Allowance Work, in the amount of five percent (5%) of the awarded contractors bid or \$250,000, whichever is less, may be included in the Contract Price. No individual allowance request shall be greater than \$100,000 without approval of the Board of County Commissioners. The Contract Work and all Allowance Work shall be performed in full compliance with all requirements of the Contract Documents. The sum of all approved Allowance Work performed pursuant hereto shall not exceed the amount of the Allowance. When all Work has been completed under this contract any balance of the original Allowance remaining at the completion of all Work shall be deducted from the Contract Price.

23.1.3 The number of calendar days specified in the Contract for performance of the Work shall include a total time allowance of no more than 60 days or fifteen percent (15%) of the time specified at the time contract award for final completion of the project, whichever is less, for performance of Allowance Work. When all Work has been completed under this contract any time set aside for Allowance Work remaining at the completion of all Work shall be deducted from the Contract Time.

23.1.4 Upon a determination by the County Manager or his designee that certain construction work for which detailed specifications were not prepared or the scope of such work was not fully established at the time the **County** entered into a contract and upon determining that, for the purposes of expediency and efficiency, it would be in the **County's** best interest to have said work completed by the Project's **Contractor**, the County Manager or his designee will take appropriate action pursuant to the "Allowance" provision established under the Contract for the Project.

23.1.5 All changes and time for Allowance Work must be pre-approved in writing by the County Manager or his designee. Said written pre-approval shall be in the form of an Allowance Authorization Release (AAR), which shall describe in detail the Allowance Work to be performed, the price for the Allowance Work and the time, if any, allocated for performance of the Allowance Work, as well as containing the authorizing signature of the County Manager or his designee. The **Contractor** shall not be authorized to perform any Allowance Work without the required AAR.

## ARTICLE 24 – ANNUAL APPROPRIATIONS

### 24.1 Appropriations

24.1.1 Contractor acknowledges that the County, during any fiscal year, shall not expend money, incur any liability, or enter into any agreement which, by its terms,

involves the expenditure of money in excess of the amounts budgeted or the reduction of revenues for those budgeted agreements that may be available for expenditure during such fiscal year. Any agreement, verbal or written, made in violation of this subsection is null and void, and no money may be paid on such agreement. Nothing herein contained shall prevent the making of agreements for a period exceeding one year, but any agreement so made shall be executory only for the value of the services to be rendered or agreed to be paid for in succeeding fiscal years. Accordingly, the County's performance and obligation to pay under this agreement is contingent upon annual appropriation.

#### **ARTICLE 25 – PUBLIC RECORDS LAW**

- a) The Contractor acknowledges the County's obligations under Article I, Section 24, of the Florida Constitution and under Chapter 119, Florida Statutes, to release public records to members of the public upon request and comply in the handling of the materials created under this Agreement. The Contractor further acknowledges that the constitutional and statutory provisions control over the terms of this Agreement. In association with its performance pursuant to this Agreement, the Contractor shall not release or otherwise disclose the content of any documents or information that is specifically exempt from disclosure pursuant to all applicable laws.
- b) Without in any manner limiting the generality of the foregoing, to the extent applicable, the Contractor acknowledges its obligations to comply with Section 119.0701, Florida Statutes, with regard to public records, and shall:
  - (1) keep and maintain public records required by the County to perform the services required under this Agreement;
  - (2) upon request from the County's Custodian of Public Records or his/her designee, provide the County with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law;
  - (3) ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the term of this Agreement and following completion of this Agreement if the Contractor does not transfer the records to the County; and
  - (4) upon completion of this Agreement, transfer, at no cost, to the County all public records in possession of the Contractor or keep and maintain public records required by the County to perform the service. If the Contractor transfers all public records to the County upon completion of this Agreement, the Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Contractor keeps and maintains public records upon completion of this Agreement, the Contractor shall meet all applicable

requirements for retaining public records. All records stored electronically must be provided to the County, upon request from the County's Custodian of Public Records, in a format that is compatible with the information technology systems of the County.

- c) **IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE COUNTY'S CUSTODIAN OF PUBLIC RECORDS AT:**

**RECORDS MANAGEMENT LIAISON OFFICER POLK COUNTY  
330 WEST CHURCH ST.  
BARTOW, FL 33830  
TELEPHONE: (863) 534-7527  
EMAIL: [RMLO@POLK-COUNTY.NET](mailto:RMLO@POLK-COUNTY.NET)**

**ARTICLE 26 – NO CONSTRUCTION AGAINST DRAFTER**

The Parties acknowledge that this Agreement and all the terms and conditions contained herein have been fully reviewed and negotiated by the Parties. Accordingly, any rule of construction to the effect that ambiguities are to be resolved against the drafting party shall not apply in interpreting this Agreement.

## SUPPLEMENTARY CONDITIONS

### **Project Background**

Polk County Specialty Care and Children Home Society, 2135 Marshall Edwards Drive, Bartow, Florida 33830.

Estimate of Construction cost is:     \$1,060,000.00

This project is Federally Funded through the State of Florida Department of Commerce Community Development Block Grant Mitigation Program (CDBG-MIT) and must meet all requirements in “Attachment A – DEO Agreement”, “Attachment A-1 Amendment One to DEO Agreement” and “Attachment A-2 Amendment Two to DEO Agreement” found on the FTP Site. This project must also comply with Davis Bacon Act in “Attachment C – Davis Bacon Act” ,“Attachment C-1” and “Attachment F Form WH 347” found on the FTP Site.

The work to be performed under this contract is subject to the requirements of Section 3 of the Housing and Urban Development (HUD) Act of 1968, as amended, 12 U.S.C. § 1701u (Section 3). Please refer to Attachment “D”, Section 3 for Contractors.

All requirements of the federal award are applicable to the Successful Contractor, subcontractor(s), and any material suppliers. All services must be performed in accordance with applicable Federal, State, and Local regulations.

**A Payment Bond and Performance Bond** for 100% of the contract is required. The contract total includes the bid amount plus a 5% owner allowance (maximum of \$250,000.00) Allowance percentage may be changed to ensure total award and allowance doesn't exceed the total funds available of \$1,060,000.00.

- **Minimum Crew Size:** The successful bidder, is required to maintain a minimum crew of ten (10) qualified personnel at work on site each day. Bidder is required to have suitably qualified and capable alternates available to ensure this minimum requirement is met for the duration of the project. The County Representative will be advised of changes in supervision.
- **Workmanship:** All workmen shall be certified in the trade and or class in which they are employed. All work shall be done according to the specifications covering the class or type of work and shall meet the approval in the field of the County Representative. The Contractor's representative or job supervisor shall always have a complete copy of the specifications on the job site. Any questions not covered in the specifications shall be resolved and approved in writing by the County Representative.
- **Special access and security requirements** are in place for work at this site and the Contractor is to comply with all conditions and requirements before, during and after project completion.
- The Contractor shall protect all adjacent work areas to ensure they are not damaged during the performance of the work. The Contractor shall restore/repair the area to its

original condition. This requirement applies to all areas that are touched by the Contractor inclusive of adjacent surfaces such as the roof, walls, doors, etc. No exceptions.

- The Contractor shall field measure/verify all dimensions for the required Work and conduct test core sampling to verify and evaluate existing roofing systems and support structure. Each prospective bidder is responsible for attendance by representative/(s) fully competent to gather the required technical information. No additional compensation will be considered for claims associated with known field conditions.
- Price shall include mobilizations for all work to be performed.
- Provide and maintain all required temporary restroom facilities per OSHA standards.
- Abide by and enforce all OSHA requirements.
- The County shall provide temporary power and water for the duration of the work. (If applicable)
- Contractor will be responsible to ensure clean up daily and provide final cleaning upon completion of the work.
- Contractor to provide a dump-trailer/dump truck during the project.
- Job site sign will not be allowed
- Loud music or offensive behavior is prohibited
- County will identify and coordinate materials holding and staging area with the Contractor.
- Report any unforeseen deficiencies to Facilities Management Project Manager immediately.

## **Qualifications**

1. Contractor must hold a valid State of Florida Certified Building Contractor (CBC), General Contractor (GC) or Roofing Contractor license and should provide proof of current license(s) with their bid submittal.
2. Contractor must have been in business under the same name or EIN number for a minimum of 5 years.
3. Contractor and their subcontractors must be verified through <https://sam.gov/> to ensure they are not debarred, suspended, or in the process of being debarred or suspended.
4. Contractor must be at a minimum, a Duro-Last approved Master Contractor, approved by Duro-Last Roofing, Inc. at the time of Bid submittal. Copy of Duro-Last Certification should be submitted with the Bid or must be submitted within three (3) days upon request prior to the Recommendation of Award.
5. The Successful bidder must possess or purchase a Polk County Local Business Tax Receipt (f/k/a Business License) to do business with the County. A copy of such license or proof of purchase must be provided to the Procurement Division prior to award being made.

6. Contractor must provide three (3) references from clients in which the bidder has successfully completed projects similar in scope and size as the prime bidder, within the past five (5) years. Each reference should include:
  - Name of the client
  - Address of the client
  - Contact person to include:
    - Phone number and email address
  - Period of Performance (start and end date of the services)
  - Brief description of the project.
    - To include type and size of roof.

References should be submitted with the Bid or must be submitted by the apparent lowest responsive bidder within three (3) business days of request and prior to award. The County reserves the right to contact and verify all references provided.

### **Scope of Work**

Provide all labor, material, permitting, and supervision required to remove the existing waterproofing and roof systems and replace the roof systems and protection specified with insulation of Duro-Last roof system or equivalent. To assist in the successful management to completion of this project the Contractor is required to provide the work in compliance with the Project Management guidelines and reporting requirements.

The work of the project is defined by the contract documents and consist of the following: Provide all labor, materials, equipment, supervision, permitting, overhead and profit necessary for the replacement of roof systems at the Polk County Specialty Care/Children's Home Society located at 2135 Marshall Edwards Drive, Bartow, Florida 33830.

1. **Children's Home Society Roof** - Remove all existing lightning protection and set aside for reuse. Remove all existing roofing, insulation, and associated flashings down to the substrate and dispose of properly. Provide and install new Durogard R-25 tapered insulation over the existing substrate. Provide and install new Dexcell Type X Gypsum board over the tapered insulation. Provide and install an energy star rated 60 mil white thermoplastic Duro-last membrane with a weft inserted scrim that has a minimum breaking strength of 435 x 368 lbf over the Dexcell. The roof system shall be adhered to the substrate in accordance with FPA #FL16039. Provide and install new Duro-last prefabricated flashings for all roof top penetrations. Provide and install new cast roof drain assemblies at all existing drain locations per detail #2020. Provide and install new clad

metal pitch pans at all existing pitch pan penetrations per detail #4045. Provide and install new clad metal scuppers at all existing locations. Provide and install new protection pads at all roof top mechanical units and roof access locations. Provide and install new Ansi/Spri ES-1 tested prefinished 2 pc compression metals along all rake and parapet perimeters. Provide and install new prefinished gutters and downspouts at all drainage edge locations supplied by the roof manufacture. Reinstall the existing lightning protection by a certified installer, using Duro-last approved details. All components of the roof system are to be supplied by Duro-last to offer an edge-to-edge single source warranty. Provide a Contractors two-year workmanship warranty. Provide a Duro-last 20-year Supreme no dollar limit labor and material warranty.

2. **Risk Management Upper Flat Roof** - Remove all existing metals and associated flashings down to the substrate and dispose of properly. Provide and install new Duroguard XPS insulation over the prepared roof surface. Provide and install an energy star rated 60 mil white thermoplastic Duro-last membrane with a weft inserted scrim that has a minimum breaking strength of 435 x 368 lbf over the insulation. The roof system shall be attached to the substrate in accordance with FPA #FL16039. Provide and install new Duro-last prefabricated flashings for all roof top penetrations. Provide and install new cast roof drain assemblies at all existing drain locations per detail #2020. Provide and install new clad metal pitch pans at all existing pitch pan penetrations per detail #4045. Provide and install new clad metal scuppers at all existing locations. Provide and install new protection pads at all roof top mechanical units and roof access locations. Provide and install new prefinished gutters and downspouts at all eve locations. Provide and install new Ansi/Spri ES-1 tested prefinished 2 pc compression metals along all rake and parapet perimeters. Reinstall the existing lightning protection by a certified installer, using Duro-last approved details. All components of the roof system are to be supplied by Duro-last to offer an edge-to-edge single source warranty. Provide a Contractors two-year workmanship warranty. Provide a Duro-last 20-year Supreme no dollar limit labor and material warranty.

3. **Risk Management Metal Slope Roof** - Visually inspect the existing metal panels and replace all areas that have corrosion with similar metal type and profile. Install rigid taper flue filler insulation over the existing metal panels to provide a smooth substrate for the new roof assembly. Install new pressure treated wood blocking at the same height of the new roof insulation along the roof edge attached with HD screws 8" oc into the existing steel. Provide and install new Dexcell Type X Gypsum board over the flue filler insulation. Provide and install an energy star rated 60 mil white thermoplastic Duro-last membrane with a weft inserted scrim that has a minimum breaking strength of 435 x 368 lbf over the Dexcell. The roof system shall be attached to the substrate in accordance with FPA #FL16039. Provide and install new Duro-last prefabricated flashings for all roof top penetrations. Provide and install new Ansi/Spri ES-1 tested prefinished 2 pc compression metals along all rake perimeters. Provide and install new prefinished gutters and

downspouts at all eave locations supplied by the roof manufacture. All components of the roof system are to be supplied by Duro-last to offer an edge-to-edge single source warranty. Provide a Contractors two-year workmanship warranty. Provide a Duro-last 20-year Supreme no dollar limit labor and material warranty.

4. **Specialty Care Roof** - Remove all existing lightning protection and set aside for reuse. Remove all existing Duro-Last, metal and associated flashings down to the roof surface and dispose of properly. Provide and install new Duroguard ½" Dexcell over the prepared roof surface. Provide and install an energy star rated 60 mil white thermoplastic Duro-last membrane with a weft inserted scrim that has a minimum breaking strength of 435 x 368 lbf over the insulation. The roof system shall be adhered to the substrate in accordance with FPA #FL16039. Provide and install new Duro-last prefabricated flashings for all roof top penetrations. Provide and install new Duroguard tapered sumps at all existing drain locations. Provide and install new cast roof drain assemblies at all existing drain locations per detail #2020. Provide and install new clad metal scuppers at all existing locations. Provide and install new clad metal pitch pans at all existing pitch pan penetrations per detail #4045. Provide and install new protection pads at all roof top mechanical units and roof access locations. Provide and install new ES1 compliant prefinished 2 pc compression metals along all parapet walls. Reinstall the existing lightning protection by a certified installer, using Duro-last approved details. All components of the roof system are to be supplied by Duro-last to offer an edge-to-edge single source warranty. Provide a Contractors two-year workmanship warranty. Provide a Duro-last 20-year Supreme no dollar limit labor and material warranty.

#### **Site Work:**

The contractor shall protect the grounds from damage during the work and shall return any damaged areas to pre-existing condition at completion at no additional cost to the County.

#### **Liquidated Damages**

Liquidated damages of \$200/day shall be assessed.

#### **Calculation of Liquidated Damages**

The parties hereto agree that liquidated damages, in lieu of actual damages for delay, in the amount of \$200 per day, shall be assessed against the Contractor, as the County's remedy and not as a penalty, for the Contractor's failure to meet the agreed upon date of Substantial Completion as outlined within the Notice to Proceed, but only to the extent and in the proportion to Contractor's fault in causing the delay as compared to other causes, and to the extent the Contractor is not delayed by reasons beyond Contractor's reasonable control. The parties agree that such assessment of liquidated damages is reasonable and appropriate, as it would be difficult or impossible to accurately determine the number of actual damages the County would or may incur because of the Contractor's failure described above.

Should the contractor request and be granted additional time to reach Substantial Completion via change order(s), the last revised date shall be the date used to calculate the time for which liquidated damages will be assessed.

### **Basis of Award**

Contract will be awarded, if at all, to a single Contractor with the lowest overall bid meeting qualification and specifications. The County may reject all bids or may award the entire bid, as best serves the interest of County.

A price analysis will be completed by the Procurement and Facilities Management to determine fair and reasonable. If prices are not deemed to be fair and reasonable Procurement and Facilities Management must conduct a cost analysis with the low bid; OR if only one bid received a cost analysis must be performed. Contractor's profit must be negotiated as a separate cost from the Contractor's cost. Contractors must provide a complete breakdown of all costs associated with the purchase. (2 CFR, 200.323 Contract cost and price).

### **Bonding Requirements**

General Conditions, Article 2-Definitions, 2.6 the term "Bonds" is replaced in its entirety:

2.6 The term "Bonds" means the Bid, Performance, and Payment Bonds and other instruments of security furnished by the Contractor and its Surety in accordance with the Contract Documents.

General Conditions, Article 6-Bonds, Insurance, Indemnification, 6.1 Public Construction Bonds and Other Bonds is deleted and replaced in its entirety:

#### **6.1 Performance Bond, Payment Bond and Other Bonds**

6.1.1 The Contractor shall furnish a Performance Bond and a Payment Bond, in an amount equal to the amount recommended for award and, if called out in the contract, the allowance amount, as security for the faithful performance and payment, respectively, of all the Contractor's obligations under the Contract Documents. These Bonds shall remain in effect at least until one year after the date when final payment becomes due, except as otherwise provided by Laws or Regulations or by the Contract Documents. The Contractor shall also furnish such other Bonds as are required by the Supplementary Conditions. All Bonds shall be in the form prescribed by the Contract Documents except as otherwise provided by Laws or Regulations, and shall be executed by such sureties as are named in the current list of "Companies Holding Certificates of Authority as Acceptable Sureties on Federal Bonds and as Acceptable Reinsuring Companies" as published in Circular 570 (amended) by the Audit Staff, Bureau of Government Financial Operations, U.S. Treasury Department and A.M. Best rated AVIII or better.

- 6.1.2 The Contractor shall be required to furnish additional coverage for added work. The surety is required to increase the amount of the bonds in the same amount of one or more change orders.
- 6.1.3 The bonds required by the Contract Documents to be purchased and maintained by the Contractor shall be obtained from a surety that is duly licensed or authorized in the State of Florida to issue bond for the limits and coverages so required. All bonds signed by an agent must be accompanied by a certify copy of authority to act. Such surety shall also meet such additional requirements and qualifications as may be provided in the Supplementary conditions.
- 6.1.4 If the surety on any bond furnished by the Contractor is declared bankrupt, becomes insolvent, its right to do business is terminated in any state or it ceases to meet the requirements of 6.1.1, the Contractor shall within ten (10) workdays thereafter substitute another bond and surety, both of which must be acceptable to the County.

### **Percentage of Work**

The work required under this bid shall be performed by the entity submitting the bid.

### **Acceptance:**

The successful contractor shall certify that the work quantities and quality were accomplished in accordance with these specifications. Signing and submitting a request for payment will accomplish this certification.

Reworking required due to the successful contractor negligence or inadequate procedures will be the responsibility of the successful contractor. No additional payment will be due the successful contractor for the reworking of non-acceptable areas.

The successful contractor shall warrant for one year all workmanship furnished under this contract from the completion date on "Certificate of Substantial Completion". During the one-year warranty period the Contractor shall correct any and all issues arising from faulty workmanship to the satisfaction of the County, upon notification.

### **Contractor's Responsibility**

It shall be the responsibility of the Contractor to obtain adequate storage facilities for equipment, materials, tools, etc.; if such is stored on-site, unless otherwise obtained by the County.

It shall be the Contractor's responsibility to provide sanitary and drinking facilities for their employees.

It shall be the Contractor's responsibility to provide temporary power, if needed, to conduct and complete work.

The Contractor shall clean the work area of debris, trash, rubbish, etc., at the end of each workday so as not to present a hazard or public nuisance.

The Contractor shall dispose of all site demolition in accordance with state and local regulations. The Contractor shall be responsible for the cleanup of premises and removal of all discarded and surplus materials, rubbish, and removal of temporary erosion control measures after establishment of stabilization/vegetation. There will be no separate pay item for this work.

The Contractor shall furnish all labor, supervision, materials, equipment, tools, transportation and supplies required to complete the work in accordance with the construction plans, specifications, procedures and terms of this Bid.

The Contractor shall be responsible for the ways, means, and methods of construction for the project as long as they conform to all federal, state and county regulations.

All work shall be done to the satisfaction and under the supervision of the Facilities Management Representative.

Bids shall include all materials, labor, supervision, equipment and incidentals necessary to complete the work.

#### **Cooperation of the Successful Contractor**

No work shall be accepted without suitable supervision or inspections by a Facilities Management Representative.

The Contractor shall provide superintendence throughout the project and an on-site representative at all times that has the ability to make decisions, communicate in English, or contact the superintendent to address questions, difficulties or disputes.

#### **General Control of Materials**

The successful Contractor shall furnish to the Facilities Management Project Manager or representative a certification of the materials utilized for the work. The certification shall consist of a summary showing the kind and quantity of materials. This certification shall be provided for work units accomplished at the time of invoicing for partial and/or final payment.

The successful contractor shall preserve for inspection by the Facilities Management Division invoices and records of the materials utilized in the work until such time as final acceptance and payment is made under this contract.

The County will designate areas to be utilized for equipment and material storage. Materials and supplies shall be stored in accordance with Manufacturer's recommendations and Federal, State and local regulations. Arrangements for storage shall be the responsibility of the Contractor and requires documentation of written approval by the property owner prior to project mobilization.

## **Notice to Proceed**

A Conditional Notice to Proceed (CNTN) may be issued prior to commencement of work, for the purchase of long-lead equipment or materials. Upon receipt of conditional Notice to Proceed all materials required for construction shall be ordered.

The Notice to Proceed (NTP) will not be issued until after the Chairman of the Board of County Commissioners signs the contract and a pre-construction meeting is held. Once NTP has been issued the Contractor must begin work within ten (10) calendar days of the NTP.

## **Permits, Notifications and Fees:**

All building permits are to be provided by the Contractor. It shall be the Contractor's responsibility to secure all building permits in Polk County and to initiate and coordinate inspections.

Bidders shall not include building permit fees in their price. Permit fees, if any, will be reimbursed at cost to the Contractor on separate invoice

Inspection Reports must be submitted to Polk County Facilities Management with the Application for Payment.

## **Pre-Construction Conference**

A pre-construction conference will be held with the contractor to discuss scheduling, sequencing, preparatory work, work area protection and other details of the project. The Contractor and the County Representative will mutually agree upon a start date.

## **Progress Reporting**

A Weekly on-site meeting will be held to report on project work completed and a one week look ahead, issues and / schedule concerns. The report will be prepared and submitted in the exhibited format attached.

## **Provisions for Convenience of Public**

The successful contractor shall schedule their operations to minimize any inconvenience to adjacent businesses, residences and motoring public.

## **Work Schedule:**

Working Days/Hours: All work shall be performed between 7:00 a.m. to 5:00 p.m. five days per week from Monday – Sunday. Work after hours must be approved by the Facilities Management Project Manager in advance. The contractor must provide for all required additional lighting during work after hours.

All work under the Prime Contract must follow the start and completion date as set forth in the "Time Schedule".

The time schedules, as outlined above, shall be strictly maintained, and adhered to and shall be used by the Contractor as a guide for setting up work and delivery schedules, factor the supply of shop drawings and submittals in a timely manner.

Any overtime required by County personnel will be paid by the contractor.

## **REQUIRED SUBMITTALS TO BUILDING OWNER**

1. The samples listed below must be submitted to the County by the successful Contractor within five (5) calendar days of the bid award. The samples must be approved prior to ordering and delivery to not delay progress and completion of the work or final inspection.
  
2. Six (6) inch long Samples of Each of the following:
  - Gravel/water stop
  - Gutter Metal
  - Drip edge
  - Termination Bar
  - Sample Membrane
  - Lap Splice Sample (Factory and field)
  - Roofing Insulation
  - Walkway Pad
  - Submit Shop drawings for approval within five (5) calendar days of award. Shop drawings may be required for final inspection of the Warranted Roof. Shop Drawings shall be approved by Duro-Last Roofing, Inc.
  - Shop Drawings shall include Outline of the Roof and Roof Size, Perimeter and penetration details, special details and section layout, location of Factory installed dielectric and field welds, accessory, and materials list.

## **Required Close-Out Documentation (Contractor to Provide)**

- a. The Application for Final Payment (Invoice) will not be processed until all work has been completed and all Close out documentation is in the County's possession.

- b. Certificate of Substantial Completion
- c. Certificate of Final Completion
- d. Permitting Agencies' Approval Documentation
- e. Contractor's 2 Year Workmanship Installation Warranty
- f. Suppliers and subcontractor final lien releases
- g. Consent of surety to final payment bond
- h. Final inspections and Final Payment release
- i. Duro – Last 20-year warranty & Installation Certification

NOTE: Any information provided in the Technical Specifications or Drawings that relates to the Procurement process of this solicitation are superseded by the County's Procurement Policies and Procedures Manual, the General Conditions, and the Supplementary Conditions contained herein.

### **Special Requirements**

1. Protection: The contractor is required to maintain a protected leak free roof system throughout the work period, to prevent any type of water intrusion into the building interior.
2. The buildings in the project area shall remain occupied during the entire project, therefore the use of adhesives and solvents e.g., Acetone is prohibited. No exceptions.
3. Maintain strict control over the work area, materials, and equipment at all times.
4. Temporary storage and Material/Equipment Staging Area: A staging area has been illustrated in the bid package. This area is intended for the use of storing and handling of required materials, equipment, and tools. Contractor interior parking shall be limited to company vehicles only. All vehicles and equipment entering the jail campus are subject to search.
5. Contractor is allowed to utilize the existing electrical services located at the site. Contractor must confirm, prior to the bid question deadline, that the existing electrical provisions are sufficient for the work. If electrical provisions are not sufficient, contractor must notify Tabatha Shirah, procurement via email: [tabathashirah@polk-county.net](mailto:tabathashirah@polk-county.net).
6. Project Area/Contract limits: see attached drawings and specifications package "Attachment B".
7. Technical specifications and drawings: see attached drawings and specifications "Attachment B".
8. Provide all signed permit documents required to accomplish the work within five (5) calendar days of award.
9. Schedule the final inspection with the County Representative, in addition to the final inspection for permitting purposes.

10. The owner reserves the right to retain, at the owner's expense, an independent inspection service to provide full-time inspection of the roofing system installation. The inspector shall have free access to the work area.
11. The contractor shall arrange for Duro-last Roofing Company, Inc. (product manufacturer) to provide inspection of the roofing system installation. Upon completion of the installation on each roof, an inspection shall be made by a Quality Assurance Specialist of the membrane manufacturer at no extra charge to the building owner or contractor. The inspection is to ascertain that the visible elements of the roof system have been installed in accordance with the membrane manufacturer's published specifications and details.
12. Clean up: Bidders are to factor into their bid the necessary time and cost to inspect, screen and pick-up any type of fasteners, construction debris etc. Bidders shall utilize a rolling magnet device to sweep and ensure no loose fasteners are left on the campus grounds, etc.
13. Warranty /Guarantee: Two (2)-year workmanship and Twenty (20)-year manufacture roof warranty. A manufacturer's installation inspection/certification is required in addition to the warranties.

## **SUPPLEMENTAL-FEDERAL CLAUSES**

The County has been awarded and received Community Development Block Grant Mitigation Program (CDBG-MIT) for the services to be provided under the Agreement. In accordance with the federal procurement standards at 2 C.F.R. sections 200.317 through 200.327 the following clauses are incorporated in this Bid, any resulting award with the prime Contractor, and any resulting contracts between the prime Contractor and sub-contractors and material suppliers. The following conditions are supplemental to the General Terms and Conditions. Where there is conflict, these Supplemental Conditions prevail unless the General Terms and Conditions are stricter.

### **Equal Employment Opportunity.**

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

- (1) The Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.
- (2) The Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive considerations for employment without regard to race, color, religion, sex, or national origin.
- (3) The Contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the Contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- (4) 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.
- (5) 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.

(6) In the event of the Contractor's noncompliance with the nondiscrimination clauses of this contract/Purchase Order or with any of the said rules, regulations, or orders, this contract/Purchase Order 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.

(7) The Contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (7) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 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.

#### **Equal Opportunity for Workers with Disabilities**

This contractor and subcontractor shall abide by the requirements of [41 CFR 60-741.5\(a\)](#). This regulation prohibits discrimination against qualified individuals on the basis of disability, and requires affirmative action by covered prime contractors and subcontractors to employ and advance in employment qualified individuals with disabilities.

#### **Contract Work Hours and Safety Standards Act.**

(1) Overtime requirements. Neither the Contractor, nor any 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 (1) of this section the Contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with

respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (1) of this section, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (1) of this section.

(3) Withholding for unpaid wages and liquidated damages. The (write in the name of the Federal agency or the loan or grant recipient) shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (2) of this section.

(4) Subcontracts. The Contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (1) through (4) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (1) through (4) of this section.

**Davis Bacon Act and Copeland Anti-Kickback Act.**

- a. Applicability of Davis-Bacon Act. The Davis-Bacon Act only applies to the emergency Management Preparedness Grant Program, Homeland Security Grant Program, Nonprofit Security Grant Program, Tribal Homeland Security Grant Program, Port Security Grant Program, and Transit Security Grant Program. It does not apply to other FEMA grant and cooperative agreement programs, including the Public Assistance Program.
- b. All prime construction contracts in excess of \$2,000 awarded by non-Federal entities must include a provision for compliance with the Davis-Bacon Act (40U.S.C. §§ 3141-3144 and 3146-3148) as supplemented by Department of Labor regulations at 29 C.F.R. Part 5 (Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction)). See 2 C.F.R. Part 200, Appendix II, ¶ D.
- c. In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week.
- d. The non-Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency.

- e. In contracts subject to the Davis-Bacon Act, the contracts must also include a provision for compliance with the Copeland “Anti-Kickback” Act (40 U.S.C. § 3145), as supplemented by Department of Labor regulations at 29 C.F.R. Part 3 (Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States). The Copeland Anti-Kickback Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-Federal entity must report all suspected or reported violations to the US Department of Housing and Urban Development.
- f. The regulation at 29 C.F.R. § 5.5(a) does provide the required contract clause that applies to compliance with both the Davis-Bacon and Copeland Acts. However, as discussed in the previous subsection, the Davis-Bacon Act does not apply to Public Assistance recipients and subrecipients. In situations where the Davis-Bacon Act does not apply, neither does the Copeland “Anti-Kickback Act.”

**“Compliance with the Copeland “Anti-Kickback” Act.** *(Applicable if subject to Davis-Bacon Act)*

(1) Contractor. The contractor shall comply with 18 U.S.C. § 874, 40 U.S.C. § 3145, and the requirements of 29 C.F.R. pt. 3 as may be applicable, which are incorporated by reference into this contract.

(2) Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clause above and such other clauses as the US Department of Housing and Urban Development may by appropriate instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all of these contract clauses.

(3) Breach. A breach of the contract clauses above may be grounds for termination of the contract, and for debarment as a contractor and subcontractor as provided in 29 C.F.R. § 5.12.”

**Clean Air Act and the Federal Water Pollution Control Act.**

Clean Air Act

(1) The Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 et seq.

(2) The Contractor agrees to report each violation to the County and understands and agrees that the County will, in turn, report each violation as required to assure notification to the State of Florida Department of Commerce, US Department of Housing and Urban Development, and the appropriate Environmental Protection Agency Regional Office.

(3) The Contractor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by US Department of Housing and Urban Development.

**Federal Water Pollution Control Act**

(1) The Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq.

(2) The Contractor agrees to report each violation to the County and understands and agrees that the County will, in turn, report each violation as required to assure notification to the Florida Department of Commerce, US Department of Housing and Urban Development, and the appropriate Environmental Protection Agency Regional Office.

(3) The Contractor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by US Department of Housing and Urban Development.

**Debarment and Suspension. (Exhibit "XXVI")**

(1) This Contract/Purchase Order is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such the contractor is required to verify that none of the Contractor, its principals (defined at 2 C.F.R. § 180.995), or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).

(2) The Contractor must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.

(3) This certification is a material representation of fact relied upon by Polk County. If it is later determined that the Contractor did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to the Florida Division of Management and the County, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.

(4) The bidder or proposer agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C while this offer is valid and throughout the period of any contract or purchase order 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.

**Byrd Anti-Lobbying Amendment, 31 U.S.C. § 1352 (as amended)**

Contractors who apply or bid for an award of \$100,000 or more shall file the required certification (attached hereto as Exhibit "XXVII"). 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 shall 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 recipient.

### **Procurement of Recovered Materials.**

(1) In the performance of this Contract/Purchase Order, the Consultant shall to the greatest extent practicable and consistent with law, purchase, acquire, or use products and services that can be reused, refurbished, or recycled; contain recycled content, are biobased, or are energy and water efficient; and are sustainable. Additionally, Contractors shall make maximum use of products containing recovered materials that are EPA- designated items unless the product cannot be acquired—

- (i) Competitively within a timeframe providing for compliance with the contract performance schedule;
- (ii) Meeting contract performance requirements; or
- (iii) At a reasonable price.

(2) Information about this requirement, along with the list of EPA-designate items, is available at EPA's Comprehensive Procurement Guidelines web site, <https://www.epa.gov/smm/comprehensive-procurement-guideline-cpg-program>."

### **Domestic Preference**

In accordance with 2 CFR §200.322, to the greatest extent practicable and consistent with law under a Federal award, the County must provide a preference for the purchase acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products). The requirements of this section must be included in all subawards including all contracts and purchase orders for work or products under this award. 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.

**Affirmative Action.**

In accordance with 2 CFR §200.321, the County is committed to taking all necessary steps to assure that minority businesses, women’s business enterprises, veteran-owned businesses, and labor surplus area firms are used when possible. The Consultant shall also take such affirmative steps in the selection of its subcontractors, laborers and materialmen. Affirmative steps include:

- (1) Placing qualified small and minority businesses, women’s business enterprises, and veteran-owned businesses on solicitation lists;
- (2) Assuring that small and minority businesses, women’s business enterprises, and veteran-owned businesses are solicited whenever they are potential sources;
- (3) Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, women’s business enterprises, and veteran-owned businesses.
- (4) Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, women’s business enterprises and veteran-owned businesses; and
- (5) 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.

**Access to Records.** The following access to records requirements apply to this Purchase Order:

- (1) The Contractor agrees to provide the Florida Department of Commerce, Polk County, the US Department of Housing and Urban Development Administrator, the Comptroller General of the United States, or any of their authorized representative’s access to any books, documents, papers, and records of the Contractor which are directly pertinent to this Purchase Order for the purposes of making audits, examinations, excerpts, and transcriptions.
- (2) The Contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.
- (3) The Contractor agrees to provide the US Department of Housing and Urban Development Administrator or his authorized representative’s access to construction or other work sites pertaining to the work being completed under the Purchase Order.”

**DHUD Seal, Logo, and Flags.** The Contractor shall not use the DHUD seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials without specific US Department of Housing and Urban Development pre- approval.

**Compliance with Federal Law, Regulations, and Executive Orders.** This is an acknowledgement that US Department of Housing and Urban Development financial assistance will be used to fund the Purchase Order only. The Contractor will comply will all applicable federal law, regulations, executive orders, US Department of Housing and Urban Development policies, procedures, and directives.

**No Obligation by Federal Government.** The Federal Government is not a party to this Purchase Order 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 this Purchase Order.

**Program Fraud and False or Fraudulent Statements or Related Acts.**

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

**Prohibition on Certain Telecommunications and Video Surveillance Services or Equipment**

In accordance with 2 CFR §200.216 and Appendix II to Part 200, subsection (K), no funding or services provided pursuant to or in connection with this Contract, shall in any way be used to:

- (1) Procure or obtain;
- (2) Extend or renew a contract to procure or obtain; or
- (3) Enter into a contract (or extend or renew a contract) to procure or obtain equipment, services, or systems 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. As described in [Public Law 115–232](#), section 889, covered telecommunications equipment is telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities).
  - (i) For the purpose of public safety, security of government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities).
  - (ii) Telecommunications or video surveillance services provided by such entities or using such equipment.
- (iii) Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of the National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country.

**Default and Remedy.**

Process. If the Contractor materially defaults in the timely performance of any Contract obligation, or if the Contractor is otherwise in material default of the Contract, including, without limitation, the Contractor's failure to timely deliver any portion, or the entirety, of the Project Work in accordance with the Contract documents, then the County shall

have the right to (i) with or without terminating the Contract, immediately call in any bonds or other form of security, and engage other Contractors or providers at the Contractor's sole cost and expense to provide those unperformed or deficient Contract obligations of the Contractor; (ii) set-off the monetary amount of any and all damages arising therefrom, whether direct or indirect, actual or liquidated, from the amounts due Contractor pursuant to the Contract documents, (iii) immediately terminate the Contract by delivering written notice to the Contractor, and (iv) pursue any and all remedies available in law, equity, and under the Contract, including, without limitation, the recovery of any increased cost to the County to complete the Project Work due to the loss of CDBG-MIT funding caused, directly or indirectly, by the Contractor's delay. Upon any such termination pursuant to this Section, the County shall pay the Contractor the full amount due and owing for all services properly performed through the date of the Contract termination, less any amount subject to the County's right of set-off, and all liability of the County to the Contractor shall cease.

**Federal Labor Standards Provision. HUD-4010, Wage Decision, Form (Attachment E)**

WH-347 - Weekly Payroll, Section 3 Clause, HUD Assurance of Compliance form, Section 3 Business Concern Certification for Contracting form, Section 3 Worker and Targeted Section 3 Worker Self-Certification form, Non-Compliance: Qualitative Efforts form and Section 3 Policy Guide for Contractors attached as Appendix II, are hereby fully incorporated by this specific reference, as if set forth in the body of this Agreement.

**Certain Material Defaults.**

Among other matters, including without limitation, the Contractor's failure to timely deliver any portion, or the entirety, of the Project Work in accordance with the Contract documents, as described immediately above, any of the following shall constitute the Contractor's material default of the Contract: the appointment of a receiver to take possession of all or substantially all of the Contractor's assets, a general assignment by the Contractor for the benefit of creditors, or any action taken by or suffered by Contractor under any insolvency or bankruptcy act; or the Contractor is convicted of a public entity crime, is determined to have violated federal or state law prohibiting discrimination as stated in Section 287.134, Florida Statutes, or is prohibited from performing work for or transacting business with the County pursuant to Section 287.133 or to Section 287.134, Florida Statutes; or an assignment of the Contract made without the express written consent of the County; or the submission of a false certification to the County or engagement in prohibited business operations, both as described in the Contract Documents.

**Rights to Inventions made by Non-Profit Organizations and Small Business Firms under Government Grants, Contracts, and Cooperative Agreements**

Contracts entered into with a small business firm or nonprofit organization and the Federal award meets the definition of "funding agreement", must comply with the requirements of 37 CFR §401, Rights to Inventions made by Non-Profit Organizations

and Small Business Firms under Government Grants, Contracts, and Cooperative Agreements.

## SPECIAL CONDITIONS

The County reserves the right to direct purchase any tangible personal property item of the bid in order to save the sales tax on the selected item, which may include equipment, materials, and supplies that are components of a construction bid, but generally will purchase only major items. When the County exercises this option the following procedures shall be used for ordering, receiving, and paying for the Owner Direct Purchase (ODP) item.

## BID PRICES

The bid must include the appropriate Florida State sales tax for all components of the bid that makes up the lump sum amount submitted.

## ORDERING

The items selected would be purchased directly from the suppliers the contractor used to submit their bid to the County and therefore made a part of the construction contract executed with the County.

The Contractor shall fully cooperate with the County, providing information for the preparation of County issued purchase orders for these ODP's, monitoring deliveries, and approving invoices.

Following receipt of a sales tax savings form, the Contractors requisition from the supplier and the suppliers quote to the Contractor, the County will issue a purchase order to the supplier for the item selected for ODP to be delivered to the project site. The approved purchase order will be sent to the supplier and the Contractor. The Contractor shall verify that the purchase order was issued correctly. A separate sales tax savings form and a separate purchase order shall be used for each item selected for ODP.

After the County has affirmed that the items contained in the purchase order meets the exemption requirements contained in Section 212.08(6), Florida Statute, and Rule 12A-1.094, Florida Administration Code, the County will issue a Certificate of Entitlement. A Certificate of Entitlement will be issued with each purchase order for each ODP. The original Certificate of Entitlement accompanied by the County approved purchase order, the Contractors requisition to the supplier and the suppliers quote for the selected ODP item will be placed on file with the Florida Department of Revenue. The Contractor and supplier will be issued copies from the County.

## EXPEDITING

The Contractor shall be responsible for expediting delivery to ensure that ODP item(s) is received on time to maintain the construction schedule.

## RECEIPT

The Contractor shall sign for and receive all materials; and retain packing slips and delivery tickets for all materials delivered for the project. The Contractor shall be responsible for receiving, warranting, insuring the proper installation and operation of all materials and equipment required for the project, including all ODP items.

## BILLINGS/PAYMENTS

All ODP's shall be billed to the County in care of the Contractor.

The Contractor shall check all invoices for accuracy and completeness when received. The Contractor shall be responsible for immediately notifying the supplier of any billing errors and requesting corrected invoices as necessary.

Receipts and invoices must be processed in a timely manner in order to take advantage of any discount payment terms and all discounts shall accrue to the County.

The Contractor shall prepare a direct purchase report for the County upon submittal of each pay request.

## OTHER CONSIDERATIONS

The County shall have title to all items of which any payment has been made under these provisions.

The selection of ODP for any item contained within the bid does not relieve the Contractor from liability for that item as it may be related to the quantity ordered, condition, the maintenance and care of the item when delivered, installation, incorporation of the item for its intended use in the work to be performed, and warranty of the item in accordance with the contract documents. The Contractor shall maintain products liability insurance, which shall include ODP items, as required for the normal practice of general contracting.

The County shall have access to all necessary records in order to conduct audits to determine the correctness and accuracy of any item purchased in accordance with these provisions.

## REDUCTION

The Contract will be reduced via deductive change order by the amount of all items selected by the County for the ODP's. The deductive change order will require Division Director Approval.



**Part C – BID SHEETS AND ACKNOWLEDGEMENT FORM (Lump Sum Price)**

**NAME OF PROJECT:** Bid 25-205, Polk County Specialty Care And Children Home Society Roof Replacement

The undersigned, as Bidder, hereby declares that the only person or persons interested in the Bid Submittal as principal or principals is or are named herein and that no other person that herein mentioned has any interest in this Submittal or in the Contract to be entered into; that this Submittal is made without any connection with any other person, company or parties making a Bid Submittal; and that the Submittal is, in all respects, fair and made in good faith, without collusion or fraud.

The bidder further declares that they have examined the site of the Work and informed themselves fully in regard to all conditions pertaining to the place where the work is to be done; that they have examined the Plans and Specifications for Work and Contractual Documents relative thereto; that they have read all special provisions furnished prior to the opening of Bids; and that they have satisfied themselves relative to the work to be performed.

The Bidder proposes and agrees, if this Bid Submittal is accepted, to contract with the County in the form of Contract specified; and to furnish all necessary materials, equipment, machinery, tools, apparatus, means of transportation and labor necessary to complete the Work.

ALL THE FOLLOWING REQUESTED INFORMATION MUST BE  
HEREUPON GIVEN FOR THIS BID SUBMITTAL TO BE  
CONSIDERED BY THE COUNTY

**1. BID PRICE** (Total for Task 1-4)      \$ \_\_\_\_\_

WRITTEN AMOUNT (SPELL OUT)      \_\_\_\_\_ DOLLARS

\_\_\_\_\_ CENTS

(lump sum price for completing all required work in strict accordance with the requirements specified in the Bid Package)

**2. CONTRACT TIME TO COMPLETION OF THIS PROJECT**      **150 CALENDAR DAYS FOR FINAL COMPLETION**

**NAME OF BIDDER** \_\_\_\_\_  
(type or printed firm, corporation, business or individual)

**Bid 25-205, Polk County Specialty Care and Children Home Society Roof Replacement  
Bid Sheet**

**(Submittal page)**

**1. Task 1- Children's Home  
Society Building Roof Price** \$ \_\_\_\_\_

**2. Task 2- Risk Management  
Building Upper Flat Roof  
Price** \$ \_\_\_\_\_

**3. Task 3- Risk Management  
Building Metal Roof Price** \$ \_\_\_\_\_

**4. Task 4 - Specialty Care  
Building Roof Price** \$ \_\_\_\_\_

**Total Bid Price (Basis of Award)** \$ \_\_\_\_\_

All labor, material, supervision, tools/equipment, sales tax, and OH&P are to be incorporated into all unit pricing.

**Contractor's Profit:** (% of total that represents the contractor's profit) \_\_\_\_\_%

**Vendors Signature:** \_\_\_\_\_

**CONTRACTOR'S LICENSE NUMBER**

**(Copy of License Attached)**

\_\_\_\_\_  
State Certification Number

\_\_\_\_\_  
Individual's Name (Print or Type)

\_\_\_\_\_  
Polk County Registration Number

\_\_\_\_\_  
Individual's Name (Print or Type)

\_\_\_\_\_  
Polk County Business Receipt Tax  
(Business License)

\_\_\_\_\_  
Company Name (Print or Type)

**ADDENDUM RECEIPT**

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

Addendum No. \_\_\_\_\_

Date \_\_\_\_\_

Addendum No. \_\_\_\_\_

Date \_\_\_\_\_

Addendum No. \_\_\_\_\_

Date \_\_\_\_\_

We understand all requirements and state that as a legitimate bidder we will comply with all the stipulations included in the bid package.

Submittal Date \_\_\_\_\_  
(Bid Receiving Date)

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

BY: \_\_\_\_\_  
(Authorized Signature – in ink)

\_\_\_\_\_  
(Printed Name of Signer)

\_\_\_\_\_  
(Printed Title of Signer)

\_\_\_\_\_  
Address

\_\_\_\_\_  
City

\_\_\_\_\_  
State

\_\_\_\_\_  
Zip  
Code

\_\_\_\_\_  
Telephone Number

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

**ACKNOWLEDGEMENT OF CONTRACTOR, IF A CORPORATION**

STATE OF \_\_\_\_\_ COUNTY OF \_\_\_\_\_ The foregoing instrument was acknowledged before me by means of \_\_\_ physical presence or \_\_\_ online notarization this \_\_\_\_\_ day of \_\_\_\_\_ 202\_\_, by \_\_\_\_\_ (name) as \_\_\_\_\_ title of officer) of \_\_\_\_\_ (entity name), on behalf of the company, who \_\_\_ is personally known to me or \_\_\_ has produced \_\_\_\_\_ as identification.

Notary Public Signature: \_\_\_\_\_

Printed Name of Notary Public: \_\_\_\_\_

Notary Commission Number and Expiration: \_\_\_\_\_

(AFFIX NOTARY SEAL)

**ACKNOWLEDGEMENT OF CONTRACTOR, IF A LIMITED LIABILITY COMPANY**

STATE OF \_\_\_\_\_ COUNTY OF \_\_\_\_\_ The foregoing instrument was acknowledged before me by means of \_\_\_ physical presence or \_\_\_ online notarization this \_\_\_\_\_ day of \_\_\_\_\_ 202\_\_, by \_\_\_\_\_ (name) as \_\_\_\_\_ (title of officer) of the Company, pursuant to the powers conferred \_\_\_\_\_ (entity name), on behalf of the company, who \_\_\_ is personally known to me or \_\_\_ has produced \_\_\_\_\_ as identification.

Notary Public Signature: \_\_\_\_\_

Printed Name of Notary Public: \_\_\_\_\_

Notary Commission Number and Expiration: \_\_\_\_\_

(AFFIX NOTARY SEAL)

**ACKNOWLEDGEMENT OF FIRM, IF AN INDIVIDUAL**

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

The foregoing instrument was acknowledged before me by means of  physical presence or  online notarization this \_\_\_\_\_ (Date) By \_\_\_\_\_ (Name of acknowledging) who personally appeared before me at the time of notarization, and  is personally known to me or  has produced \_\_\_\_\_ as identification and did certify to have knowledge of the matters in the foregoing instrument and certified the same to be true in all respects. Subscribed and sworn to (or affirmed) before me this \_\_\_\_\_ (Date) .

\_\_\_\_\_ (Official Notary Signature and Notary Seal)

\_\_\_\_\_ (Name of Notary typed, printed or stamped)

Commission Number \_\_\_\_\_ Commission Expiration Date \_\_\_\_\_

**PART D – EXHIBITS**

**PART D – EXHIBITS**

**EXHIBIT I: BID BOND**

KNOW ALL MEN BY THESE PRESENTS, that we \_\_\_\_\_(hereinafter called the Principal) and \_\_\_\_\_(hereinafter called the Surety), a Corporation chartered and existing under the Laws of the State of \_\_\_\_\_, and authorized to do business in the State of Florida, are held and firmly bound unto Polk County, a political subdivision of the State of Florida, in the full and just sum of \_\_\_\_\_dollars (\$\_\_\_\_\_) good and lawful money of the United States of America, to be paid upon demand of the County, to which payment will and truly be made, we bind ourselves, our heirs, executors, administrators, successors, and assigned jointly and severally and firmly by these presents.

WHEREAS, the Principal is about to submit, or has submitted to the County, a Bid Submittal for the purpose of Bid 25-205, Polk County Specialty Care And Children Home Society Roof Replacement.

NOW THEREFORE, the conditions of this obligation are such if the Bid Submittal is accepted and recommended for award of a contract, the Principal shall, execute a satisfactory contract documents including an executed Performance and Payment Bond payable to County, in the amount of 100 percent (100%) of the total Contract Price, in form and with surety satisfactory to said County, then this obligation to be void, otherwise to be and remaining full force and virtue in law, and the surety shall, upon failure of the Principal to comply with any or all of the foregoing requirements, immediately pay to the aforesaid County, upon demand, the amount of this Bond, in good and lawful money of the United States of America, not as a penalty, but as liquidated damages.

In the event the numerical expression is omitted or expressed as less than five percent (5%) of the total bid price, this figure shall be assumed to be erroneously stated and this bid bond shall be binding upon the Principal and Surety in the amount of five percent (5%) of the total bid price.

IN TESTIMONY THEREOF, the Principal and Surety have caused these presents to be duly signed and sealed this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_.

ATTEST:

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Witness

PRINCIPAL: \_\_\_\_\_

BY: \_\_\_\_\_ (SEAL)  
Authorized Signature (Principal)

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

\_\_\_\_\_  
Title of Person Signing Above

ATTEST:

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Witness

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

BY: \_\_\_\_\_ (SEAL)  
Attorney in Fact

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

\_\_\_\_\_  
Business Address

NOTES:

1. Write in the dollar amount of the bond which must be at least five percent (5%) of the amount Bid included in the Submittal.
2. All bonds signed by an agent must be accompanied by a certified copy of such agent's authority to act.

Attorneys-in-fact who sign Bid Bonds or Contract Bonds must file with each bond a certified and effectively dated copy of their power of attorney.

**EXHIBIT II: PERFORMANCE BOND**

**FRONT PAGE  
F.S. CHAPTER 255.05**

BOND NO.: \_\_\_\_\_

CONTRACTOR NAME: \_\_\_\_\_

CONTRACTOR ADDRESS: \_\_\_\_\_

CONTRACTOR PHONE NO: \_\_\_\_\_

SURETY COMPANY: \_\_\_\_\_

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

OWNER NAME: Polk County, a political subdivision of the State of Florida

OWNER ADDRESS: 330 W. Church St

Bartow, FL 33830

OWNER PHONE NO: (863) 534-6757

OBLIGEE NAME: (if  
contracting entity is different  
from the owner, the contracting  
public entity) \_\_\_\_\_

OBLIGEE ADDRESS: \_\_\_\_\_

OBLIGEE PHONE NO: \_\_\_\_\_

BOND AMOUNT: \$ \_\_\_\_\_

CONTRACT NUMBER: Bid 25-205 \_\_\_\_\_

GENERAL DESCRIPTION  
OF PROJECT: Polk County Specialty Care And Children Home

Society Roof Replacement \_\_\_\_\_

PROJECT LOCATION: \_\_\_\_\_

## EXHIBIT II (cont'd): PERFORMANCE BOND

KNOW ALL MEN BY THESE PRESENTS: That \_\_\_\_\_, as Principal, and \_\_\_\_\_, as Surety, located at \_\_\_\_\_ (Business Address) are held and firmly bound unto Polk County, a political subdivision of the State of Florida, as Obligee, in the sum of Dollars (\$\_\_\_\_\_) in lawful currency of the United States, for the payment whereof we bind ourselves, successors, and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS BOND is that if the Principal:

1. Promptly, faithfully, efficiently and fully performs all work, services, duties and obligations set forth and described in that certain purchase order dated \_\_\_\_\_, 20\_\_\_\_ (the "Purchase Order") between Principal and Obligee for roof replacement at the Specialty Care and Children Home Society building, at the times and in the manner proscribed in the Purchase Order; and
2. Pays Obligee all losses, damages (liquidated or actual), expenses, costs, and attorney's fees, including, without limitation, costs and attorney's fees on appeal, that Obligee sustains resulting directly or indirectly from any breach or default by Principal under the Purchase Order; and
3. Performs the guarantee of all work and materials furnished under the Purchase Order for the time specified therein; and
4. Satisfies all claims and demands incurred under the Purchase Order, and fully indemnifies and holds harmless the Obligee from all costs and damages which it may suffer by reason or failure to do so;

then the Surety shall have no obligation under this Performance Bond.

In the event that the Principal shall fail to perform any of the terms, covenants and conditions of the Purchase Order during the period in which this Performance Bond is in effect, the Surety shall remain liable to the Obligee for all such loss or damage (including reasonable attorney's fees and costs and attorney's fees on appeal) resulting from any failure to perform up to the amount of the sum stated above.

In the event that the Surety fails to fulfill its obligations under this Performance Bond, then the Surety shall also indemnify and hold the Obligee harmless from any and all loss, damage, cost and expense, including reasonable attorney's fees and costs for all trial and appellate proceedings, resulting directly or indirectly from the Surety's failure to fulfill its obligations hereunder. This paragraph shall survive the termination or cancellation of this Performance Bond.

The Surety, for value received, hereby stipulates and agrees that its obligations hereunder shall be direct and immediate and not conditional or contingent upon the Obligee's pursuit of its remedies against Principal, shall remain in full force and effect notwithstanding (i) amendments or modifications to the Purchase Order entered into by

Obligee and Principal without the Surety's knowledge or consent (ii) waivers of compliance with or any default under the Purchase Order granted by Obligee to Principal without the Surety's knowledge or consent, or (iii) the discharge of Principal from its obligations under the Purchase Order as a result of any proceeding initiated under the Bankruptcy code of 1978, as the same may be amended, or any similar state or federal law, or any limitation of the liability of Principal or its estate as a result of any proceeding.

Any changes in or under the Purchase Order and compliance or non-compliance with any formalities connected with the Purchase Order or the changes shall not affect Surety's obligation under this Performance Bond. The Principal shall notify the Surety of all such changes.

Reference is hereby made to Section 255.05, Florida Statutes, and to the notice and time limitation provisions thereof.

IN WITNESS WHEREOF, this instrument is executed this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

ATTEST: PRINCIPAL: \_\_\_\_\_

BY: \_\_\_\_\_ (SEAL)

Witness: \_\_\_\_\_ Authorized Signature (Principal)

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

Witness: \_\_\_\_\_ Title of Person Signing Above: \_\_\_\_\_

ATTEST: SURETY: \_\_\_\_\_

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

Witness: \_\_\_\_\_ Attorney in Fact

\_\_\_\_\_ (SEAL)

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

Business Address \_\_\_\_\_

NOTE: Date of the Performance Bond must not be prior to date of Purchase Order. If Contractor is Partnership, all partners should execute Bond.

Important: Surety companies executing Bonds must appear on the Treasury Department's most current list (Circular 570 as amended) and be authorized to transact business in the State of Florida. Attach a certified copy of Power-of-Attorney appointing individual Attorney-in-Fact for execution of Performance Bond on behalf of Surety.

**EXHIBIT III: PAYMENT BOND**

KNOW ALL MEN BY THESE PRESENTS: That \_\_\_\_\_, as Principal, and \_\_\_\_\_, as Surety, located at \_\_\_\_\_

\_\_\_\_\_  
(Business Address) are held and firmly bound unto Polk County, a political subdivision of the State of Florida, as Obligee in the sum of \_\_\_\_\_ Dollars (\$\_\_\_\_\_) in lawful currency of the United States, for the payment whereof we bind ourselves, successors, and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS BOND is that if the Principal:

1. Promptly makes payments to all claimants, as defined in Section 255.05(1), Florida Statutes, supplying Principal with labor, materials, or supplies, used directly or indirectly by Principal in the prosecution of the work provided under and in accordance with that certain purchase order dated \_\_\_\_\_, 20\_\_ (the "Purchase Order") between Principal and Obligee for;

\_\_\_\_\_  
then the Surety shall have no obligation under this Payment Bond.

Any action instituted by a claimant under this bond for payment must be in accordance with the notice and time limitation provisions in Section 255.05(2), Florida Statutes.

In the event that the Principal shall fail to promptly make payment to any claimant as described above during the period in which this Payment Bond is in effect, the Surety shall remain liable to the Obligee for all such loss or damage (including reasonable attorney's fees and costs and attorney's fees on appeal) resulting from any such failure up to the amount of the sum stated above.

In the event that the Surety fails to fulfill its obligations under this Payment Bond, then the Surety shall also indemnify and hold the Obligee harmless from any and all loss, damage, cost and expense, including reasonable attorney's fees and costs for all trial and appellate proceedings, resulting directly or indirectly from the Surety's failure to fulfill its obligations hereunder. This paragraph shall survive the termination or cancellation of this Payment Bond.

The Surety, for value received, hereby stipulates and agrees that its obligations hereunder shall be direct and immediate and not conditional or contingent upon the Obligee's pursuit of its remedies against Principal, shall remain in full force and effect notwithstanding (i) amendments or modifications to the Purchase Order entered into by Obligee and Principal without the Surety's knowledge or consent (ii) waivers of compliance with or any default under the Purchase Order granted by Obligee to Principal without the Surety's knowledge or consent, or (iii) the discharge of Principal from its obligations under the Purchase Order as a result of any proceeding initiated under the Bankruptcy code of 1978, as the same may be amended, or any similar state or federal law, or any limitation of the liability of Principal or its estate as a result of any proceeding.

Any changes in or under the Purchase Order and compliance or non-compliance with any formalities connected with the Purchase Order or the changes does not affect Surety's obligation under this Payment Bond. The Principal shall notify the Surety of all such changes.

Reference is hereby made to Section 255.05, Florida Statutes, and to the notice and time limitation provisions thereof.

IN WITNESS WHEREOF, this instrument is executed this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

ATTEST: \_\_\_\_\_ PRINCIPAL: \_\_\_\_\_

Witness \_\_\_\_\_ BY: \_\_\_\_\_ (SEAL)  
Authorized Signature (Principal)

Witness \_\_\_\_\_ Printed Name \_\_\_\_\_  
\_\_\_\_\_  
Title of Person Signing Above

ATTEST: \_\_\_\_\_ SURETY: \_\_\_\_\_  
Printed Name

Witness \_\_\_\_\_ Attorney in Fact

Witness \_\_\_\_\_ \_\_\_\_\_ (SEAL)  
Printed Name  
\_\_\_\_\_  
Business Address

NOTE: Date of the Payment Bond must not be prior to date of Purchase Order. If Contractor is Partnership, all partners should execute Bond.

Important: Surety companies executing Bonds must appear on the Treasury Department's most current list (Circular 570 as amended) and be authorized to transaction business in the State of Florida. Attach a certified copy of Power-of-Attorney appointing individual Attorney-in-Fact for execution of Payment Bond on behalf of Surety.

**EXHIBIT IV: PAYMENT OF STORED MATERIALS**

As regards payment for stored materials on Bid # 25-205, and the inclusion by \_\_\_\_\_(Principal) in Applications for Payment to Polk County, a political subdivision of the State of Florida (County) without evidence that those stored materials have been paid for by Principal, Surety hereby pledges:

**AS TO THE PERFORMANCE BOND:**

Surety acknowledges that materials will be stored on site or at a site agreeable to the County for use or incorporation in the project referenced herein. Surety agrees to remain obligated under the Performance Bond for the failure or default by Principal for any reason to timely use or incorporate the materials in the project. This certification applies to both the materials and associated labor with respect to Principal’s obligation to timely complete the project according to the contract specifications.

**AS TO THE LABOR AND MATERIALS PAYMENT BOND:**

Surety acknowledges that materials will be stored on site or at a site agreeable to the County for use or incorporation in the project referenced herein. Surety agrees to remain obligated under the Labor and Materials Payment Bond to ensure that all materialmen, laborers, suppliers, and subcontractors having claims or disputes pertaining to the procurement and properly authorized storage of these materials are promptly paid by Principal.

Entered into this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by \_\_\_\_\_  
\_\_\_\_\_(Name of Surety)

\_\_\_\_\_  
Authorized signature of Surety



**EXHIBIT VI: NON-COLLUSION AFFIDAVIT OF SUBCONTRACTOR**

The Contractor shall not execute any agreement with any subcontractor or permit any subcontractor to perform any work included in this Contract until he has submitted a non-collusion affidavit from the subcontractor in substantially the form shown below and has received written approval of subcontractor from Polk County, a political subdivision of the State of Florida (County).

This form must be signed by an authorized signatory of the company.

State of \_\_\_\_\_)

SS

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

\_\_\_\_\_, being first duly sworn, deposes and says that:

1. They are \_\_\_\_\_ of \_\_\_\_\_, hereafter referred to as the Subcontractor;  
They are fully informed respecting the preparation and contents of subcontractor's Bid Submittal submitted by the subcontractor to \_\_\_\_\_ the Contractor for certain work in connection with Bid: 25-205.
2. Such subcontractor's Bid Submittal is genuine and is not a collusive or sham submittal;
3. Neither the subcontractor nor any of its officers, partners, owners, agents, representatives, employees or parties in interest, including this affiant, has in any way colluded, conspired, connived or agreed, directly or indirectly with any other Bidder, firm or person to submit a collusive or sham Bid Submittal in connection with such Contract or to refrain from submitting a Bid Submittal in connection with such Contract, or has in any manner, directly or indirectly, sought by unlawful agreement or connivance with any other Bidder, firm or person to fix the price or prices in said subcontractor's Bid Submittal or secure through collusion, conspiracy, connivance or unlawful agreement any advantage against the County or any person interested in the proposed Contract; and
4. The price or prices quoted in the subcontractor's Bid Submittal are fair and proper and not tainted by any collusion, conspiracy, connivance or unlawful agreement on the part of the Bidder or any of their agents, representatives, owners, employees or parties in interest, including this affiant.

Signed \_\_\_\_\_

Title \_\_\_\_\_

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

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

The foregoing instrument was acknowledged before me by means of  physical presence or  online notarization, this \_\_\_\_ day of \_\_\_\_\_, 202\_\_, by \_\_\_\_\_ (name) as \_\_\_\_\_ (title of officer) of \_\_\_\_\_ (entity name), on behalf of the company, who  is personally known to me or  has produced \_\_\_\_\_ as identification.

Notary Public Signature: \_\_\_\_\_

Printed Name of Notary Public: \_\_\_\_\_

Notary Commission Number and Expiration: \_\_\_\_\_

(AFFIX NOTARY SEAL)

**EXHIBIT VII: AFFIDAVIT OF PERCENTAGE OF WORK**

By signing below, the bidder:

- Is certifying that they will be performing, with their own organization, the percentage of work required under the Supplemental Conditions of the contract documents for Bid # 25-205
- Understands that during Bid Analysis they will be required to submit a spreadsheet (Exhibit VI-A) listing the complete breakdown of the bid price submitted by area of work. The list must include the division of work being performed, the name of the contractor performing that area of work, the WMBE classification of the contractor, the dollar amount of the work, and the percentage of the total bid price for each division of work. An updated copy will be required at contract close-out, detailing exact dollar figures paid to each subcontractor performing work under this contract.
- Acknowledges that no changes to sub-contractors used will be allowed after submittal unless otherwise approved by the Procurement Director. Any prime contractor that defaults on this requirement may be suspended as allowed within the Procurement Procedures.
- If the percentage of work proposed to be completed by the prime is not equal to, or more than, the amount required, the bid will be considered to be non-responsive.

Bidder must sign and have notarized:

The undersigned Bidder hereby certifies that they fully understand the provisions as stated above and will comply.

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_

Name of Firm \_\_\_\_\_

By \_\_\_\_\_

\_\_\_\_\_  
Title of Person Signing

The foregoing instrument was acknowledged before me by means of  physical presence or  online notarization, this \_\_\_\_\_ day of \_\_\_\_\_, 202\_\_, by \_\_\_\_\_ (name) as \_\_\_\_\_ (title of officer) of \_\_\_\_\_ (entity name), on behalf of the company, who  is personally known to me or  has produced \_\_\_\_\_ as identification.

Notary Public Signature: \_\_\_\_\_

Printed Name of Notary Public: \_\_\_\_\_

Notary Commission Number and Expiration: \_\_\_\_\_

(AFFIX NOTARY SEAL)

**EXHIBIT VII-A: SUBCONTRACTOR LIST**

This Exhibit is in an Excel spreadsheet format and available on the FTP site. If you need assistance accessing FTP site due to ADA or any other reason, please email Tabatha Shirah at [tabathashirah@polk-county.net](mailto:tabathashirah@polk-county.net).

**EXHIBIT VII-B: GOOD FAITH EFFORT DOCUMENTATION**

The following is provided for the bidder to use in conjunction with the Good Faith Effort requirement in Section 20.0 of the Invitation for Bid. For your convenience to supplement your own subcontractor/supplier database, we direct you to <https://vcl.polk.one/vendordirectory>, for additional names. Please list the company's names and the result of your contact for each subcontractor solicited. Suppliers can be listed in the blank spaces at the bottom of the page.

<u>Division of Work</u>	<u>Results of Good Faith Effort</u>
1. _____ _____ _____ _____	_____ _____ _____ _____
2. _____ _____ _____ _____	_____ _____ _____ _____
3. _____ _____ _____ _____	_____ _____ _____ _____
4. _____ _____ _____ _____	_____ _____ _____ _____
5. _____ _____ _____ _____	_____ _____ _____ _____

**EXHIBIT VIII: TRENCH SAFETY ACT COMPLIANCE**

General:

1. The Contractor shall comply with the Florida Trench Safety Act (90-96), Laws of FL.) Effective October 1, 1990.
2. The Contractor(s) performing trench safety excavation on this Contract shall comply with the Occupational Safety and Health Administration’s (OSHA) trench excavation safety standards, 29 CFR’s 1926.650, Subpart P, including all subsequent revisions or updates to these standards as adopted by the Department of Labor and Employment Security (DLES).
3. By submission of his bid and subsequent execution of this Contract, the Contractor certifies that all trench excavation done within his control shall be accomplished in strict adherence with OSHA trench safety standards contacted 29 CFR’s 1926.650, Subpart P, including all subsequent revisions or updates to these standards as adopted by the Department of Labor and Employment Security.
4. The Contractor also agrees that he has obtained or will obtain identical certification from his proposed Subcontractors that will perform trench excavation prior to award of the subcontracts and that he will retain such certifications in his files for a period of not less than three years following final acceptance.
5. The Contractor shall consider all available geotechnical information in his design of the trench excavation safety system.
6. Inspections may be conducted by the County and the County’s Safety Officer. Serious deficiencies will be corrected on the spot or the job may be closed. Imminent danger citing will result in the immediate cessation of work. Work will resume when the danger is corrected.
7. Bidder acknowledges that included in the various items of the proposal and in the Total Bid Price are costs for complying with the Florida Trench Safety Act (90-96), Laws of FL) effective October 1, 1990. The bidder further identifies the costs to be summarized as follows:

Trench Safety Measure (Description)	Units of Measure (LF, SY)	Unit (QTY)	Unit Cost	Extended Cost
A. _____	_____	_____	\$ _____	\$ _____
B. _____	_____	_____	\$ _____	\$ _____
C. _____	_____	_____	\$ _____	\$ _____
D. _____	_____	_____	\$ _____	\$ _____
			Total	\$ _____

Failure to complete the above may result in the bid being declared non-responsive.

**EXHIBIT IX: EQUAL EMPLOYMENT OPPORTUNITY**

Polk County, a political subdivision of the State of Florida (County), is an Equal Opportunity/Affirmative Action Employer.

Pursuant to Executive Order 11246 as amended, you are advised that under the provisions of government contracting, contractors and subcontractors are obliged to take affirmative action to provide equal employment opportunity without regard to race, creed, color, national origin, age or sex.

We are committed to equal opportunity employment effort and expect firms that do business with the County to have a vigorous affirmative action program.

**CERTIFICATION BY PROPOSED PRIME OR SUBCONTRACTOR REGARDING EQUAL EMPLOYMENT OPPORTUNITY**

This certification is authorized pursuant to Executive Order 11246, Part II, Section 203(b), (30 F.R. 12319-15). Any Bidder or prospective contractor, or any of the proposed subcontractors, shall state as an initial part of the Bid or negotiations of the Contract whether it has participated in any previous Contract or subcontract to the equal opportunity clause; and, if so, whether it has filed all compliance reports due under applicable instructions.

Where the certification indicated that the prime or subcontractor has not filed a compliance report due under applicable instruction, such Contractor shall be required to submit a compliance report.

Contractor's Name: \_\_\_\_\_

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

- 
1. Bidder has participated in a previous contract or subcontract, subject to the Equal Opportunity Clause:  
YES \_\_\_\_\_ NO \_\_\_\_\_
  2. Compliance Reports were required to be filed in connection with such Contract or subcontract:  
YES \_\_\_\_\_ NO \_\_\_\_\_
  3. Bidder has filed all compliance reports due under applicable instructions:  
YES \_\_\_\_\_ NO \_\_\_\_\_
  4. If answer to Item 3 is No, please explain in detail on reverse side of this certification.  
YES \_\_\_\_\_ NO \_\_\_\_\_

The Bidder certifies that they do not maintain or provide for their employees any segregated facilities at any of their establishments, and that they do not permit their employees to perform their services at any location under their control where segregated facilities are maintained. The Bidder certifies further that they will not maintain or provide for their employees any segregated facilities at any of their establishments, and that they will not permit their employees to perform their services at any location under their control where segregated facilities are maintained. The Bidder agrees that a breach of this certification will be a violation of the Equal Opportunity clause in any contract resulting from acceptance of this Bid. As used in this certification, the term (segregated facilities” means any waiting rooms, work areas, restrooms, washrooms, restaurants, other eating areas, time clocks, locker rooms, storage areas, dressing areas, parking lots, drinking fountains, recreation/entertainment areas, transportation and housing facilities provided for employees which are segregate by explicit directive or are, in fact, segregated on the basis of race, color, religion or national origin, because of habit, local custom or otherwise. The Bidder agrees that (except where they have obtained identical certification from proposed subcontractors for specific time periods) they will obtain identical certification from proposed Subcontractors prior to the award of subcontracts exceeding \$10,000 which are not exempt from the provision of the Equal Opportunity clause; and that they will retain such certifications in their files.

Certification – The information above is true and complete to the best of my knowledge and belief. (A willfully false statement is punishable by law – U.S. Code, Title 18, Section 1001.)

---

Printed Name

---

Title

---

Signature

---

Date

**EXHIBIT X: DRUG-FREE WORKPLACE FORM**

The undersigned Bidder in accordance with Florida Statute 287.087 hereby certifies that \_\_\_\_\_ does:

(Name of Business)

1. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.
2. Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation and employee assistance programs; and the penalties that may be imposed upon employees for drug abuse violations.
3. Give each employee engaged in providing the commodities or contractual services that are under bid a copy of the statement specified in subsection (a).
4. In the statement specified in subsection (1), notify the employees that, as a condition of working on the commodities or contractual services that are under bid, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of Chapter 1892 or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) days after such conviction.
5. Impose a sanction on or require the satisfactory participation in a drug abuse assistance or rehabilitation program, if such is available in the employee's community, by any employee who is so convicted.
6. Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

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

\_\_\_\_\_  
Bidders Signature

\_\_\_\_\_  
Date

**EXHIBIT XI: SAFETY REQUIREMENTS/REGULATIONS FORM**

Bidder must sign and have notarized:

The undersigned Bidder hereby certifies that they fully understand the safety requirements/regulation provisions as stated in General Conditions 7.11 and will comply.

Dated this \_\_\_\_\_ Day of \_\_\_\_\_ 20\_\_

Name of Firm: \_\_\_\_\_

By: \_\_\_\_\_  
Title of Person Signing

This foregoing instrument was acknowledged before me by means of  physical presence or  online notarization, this \_\_\_\_ day of \_\_\_\_\_, 202\_\_, by \_\_\_\_\_ (*name*) as \_\_\_\_\_ (*title of officer*) of \_\_\_\_\_ (*entity name*), on behalf of the company, who  is personally known to me or  has produced \_\_\_\_\_ as identification.

Notary Public Signature: \_\_\_\_\_

Printed Name of Notary Public: \_\_\_\_\_

Notary Commission Number and Expiration: \_\_\_\_\_

(AFFIX NOTARY SEAL)

## **EXHIBIT XII: APPLICATION FOR PAYMENT**

This Exhibit is in an Excel spreadsheet format and available on the FTP site. If you need assistance accessing FTP site due to ADA or any other reason, please email Tabatha Shirah at [tabathashirah@polk-county.net](mailto:tabathashirah@polk-county.net).

**EXHIBIT XIII: CONTRACTOR CERTIFICATION OF DISBURSEMENT**

PROJECT: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

DATE: \_\_\_\_\_  
CONTRACT NO. \_\_\_\_\_  
PROGRESS PAYMENT NUMBER: \_\_\_\_\_

\_\_\_\_\_, Contractor for the above referenced Contract, hereby certifies that all Subcontractors and Suppliers, except for those noted below, have received their pro rata share of all previous progress payments made to date by Polk County, a political subdivision of the State of Florida (County), for all the labor, work, materials and equipment furnished under the Contract. The terms "Subcontractor" and "Supplier" have the meaning defined in Part B of the Contract Documents.

**EXCEPTION:**

The following Subcontractors and Suppliers have not yet been paid their respective pro rata share of previous progress payments. A copy of the notification sent to each Subcontractor or Supplier explaining the good cause why payment has not yet been made is attached to this form.

\_\_\_\_\_  
**Subcontractor or Supplier Name**  
\_\_\_\_\_  
**Street Address**  
\_\_\_\_\_  
**City, State and Zip**

\_\_\_\_\_  
**Subcontractor or Supplier Name**  
\_\_\_\_\_  
**Street Address**  
\_\_\_\_\_  
**City, State and Zip**

A false statement or omission made in connection with this Certification is sufficient cause for suspension, revocation, or denial of qualification to bid, and a determination of non-responsibility, and may subject the person and/or entity making the false statement to all applicable civil and criminal penalties.

\_\_\_\_\_ (Contractor Signature)

State of \_\_\_\_\_

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

The foregoing instrument was acknowledged before me by means of  physical presence or  online notarization, this \_\_\_\_ day of \_\_\_\_\_, 202\_\_, by \_\_\_\_\_ (Print name of authorized person signing Certification), who  is personally known to me or  has produced \_\_\_\_\_ as identification.

Notary Public Signature: \_\_\_\_\_

Printed Name of Notary Public: \_\_\_\_\_

Notary Commission Number and Expiration: \_\_\_\_\_ (AFFIX NOTARY SEAL)

**Instructions:**

1. Attach a copy of each good cause notification referenced above that has been sent to each Subcontractor and Supplier listed on this Certification.
2. Attach a list of all Subcontractors and Suppliers that have not yet been paid their proportionate share of any other progress payments previously received by the Contractor stating the date the Contractor first reported the nonpayment and the status of resolving the payment issue.
3. To be acceptable, this Certification must be executed by an officer or director with the authority to bind the Contractor and must be properly notarized.
4. This Certification must be submitted to the Professional with the Application for Payment for the requested Progress Payment.
5. A separate Certification is required for each Contract the Contractor has with the County.

**EXHIBIT XIV: CERTIFICATE OF SUBSTANTIAL COMPLETION**

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

County's Project No.: 5700059

Contractor No.: \_\_\_\_\_

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

Notice to Proceed Date: \_\_\_\_\_

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

The Work to which this Certificate applies has been inspected by the authorized representatives of Polk County, a political subdivision of the State of Florida (County), Contractor and Professional, and that Work is hereby declared to be substantially complete in accordance with the Contract Documents on \_\_\_\_\_. This Certificate of Substantial Completion applies to all Work or a specified portion thereof under the Contract Documents. The warranty period shall begin on the date as established herein.

A list of items to be completed and corrected is attached hereto for final completion of Contract requirements. This list may not be all-inclusive; and the failure to include an item on it does not alter the responsibility of the Contractor to complete all the Work in accordance with the Contract Documents. The items on the list shall be completed or corrected by the Contractor within \_\_\_\_\_ calendar days of the above date of substantial completion.

This Certificate does not constitute an acceptance of the Work that has not been completed in accordance with the Contract Documents; nor is it a release of Contractor's obligations to complete the Work in accordance with the Contract Documents. Signatories agree the project is substantially complete as of the date established herein and that the project can and will function as intended and that the attached list represents deficient items requiring correction/completion prior to final completion and that this list may be amended by the Professional or County to add any other items to bring the Work in compliance with the Contract Documents. If the list is amended a reasonable time shall be given to complete the items added.

Contractor: \_\_\_\_\_  
(Type Company Name)

By: \_\_\_\_\_  
(Authorized Signature)

\_\_\_\_\_  
(Typed Name & Title)

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

Professional: \_\_\_\_\_  
(Authorized Signature)

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

County: \_\_\_\_\_  
(Typed Name of Division)

By: \_\_\_\_\_  
(Authorized Signature)

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

**EXHIBIT XV: CERTIFICATE OF FINAL COMPLETION**

Project: \_\_\_\_\_ County's Project No.: 5700059  
Contract No.: \_\_\_\_\_ Contract Date: \_\_\_\_\_  
Notice to Proceed Date: \_\_\_\_\_ Substantial Completion  
Date: \_\_\_\_\_

The Work to which this Certificate applies has been inspected by the authorized representatives of the County, Contractor and Professional; and that Work is hereby declared to be finally complete in accordance with the Contract Documents on \_\_\_\_\_ . This Certificate of Final Completion applies to all Work under the Contract Documents.

All punch list items have been completed and corrected for compliance with Contract Documents. This Certificate constitutes acceptance of Work as specified and intended in the Contract Documents. Contractor retains responsibility and obligation to the County for Warranty Work arising after admission and acceptance of final completion. Signatories agree the project is finally complete as of the date of signature such that the project is in complete compliance with Contract Documents and authorized Change Orders.

Contractor: \_\_\_\_\_  
(Type Company Name)

By: \_\_\_\_\_  
(Authorized Signature)

\_\_\_\_\_  
(Typed Name & Title)

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

Professional: \_\_\_\_\_  
(Authorized Signature)

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

County: \_\_\_\_\_  
(Typed Name of Division)

By: \_\_\_\_\_  
(Authorized Signature)

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



**EXHIBIT XVII: ALLOWANCE AUTHORIZATION RELEASE (AAR)**

**PROJECT:**

**AAR NO.:**

**CONTRACT NO.:**

**CONTRACTOR:**

**POLK COUNTY, A POLITICAL SUBDIVISION  
OF THE STATE OF FLORIDA**

**ARCHITECT/ENGINEER:**

**DESCRIPTION OF  
ALLOWANCE WORK:**

**Reason for change:**

**\*Not valid until signed by the County, Architect/Engineer and Contractor.**

Amount of Allowance Authorization included in this Contract is	\$
Amount of Allowance Authorization used to date	\$
Amount of Allowance Authorization used this AAR	\$
Balance of remaining AAR	\$

Original Contract Time	_____	days
Amount of the Allowance Authorization time included in this Contract is	_____	days
Amount of Allowance Authorization time used to date	_____	days
Amount of Allowance Authorization time used this AAR	_____	days
Balance of remaining Allowance Authorization Time is	_____	days
Date of substantial completion therefore is	_____	days

**(THE TOTAL ORIGINAL CONTRACT AMOUNT REMAINS UNCHANGED)**

\_\_\_\_\_  
**CONTRACTOR**

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

\_\_\_\_\_  
**COUNTY DIVISION DIRECTOR**

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

\_\_\_\_\_  
**ARCHITECT/ENGINEER**

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

\_\_\_\_\_  
**COUNTY MANAGER** or designee

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

AAR's less than \$50,000.00 require County Manager or designee approval.

AAR's over \$50,000.00 but less than \$100,000.00 require County Manager approval.

AAR's over \$100,000.00 require Board approval.

**POLK COUNTY, A POLITICAL SUBDIVISION  
OF THE STATE OF FLORIDA**

\_\_\_\_\_  
**CHAIRMAN**

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

**EXHIBIT XVIII: CHANGE ORDER**

**Project:** \_\_\_\_\_ **Contract No.:** \_\_\_\_\_ **Change Order No:** \_\_\_\_\_

**Polk County, a political subdivision of the State of Florida**

**Contractor:** \_\_\_\_\_

**Architect/Engineer:** \_\_\_\_\_

**Description of Change Order:**

Contract is changed as follows:

Architect/Engineer: \_\_\_\_\_ (Signature) Date: \_\_\_\_\_

Original Contract Sum: \$

Net change by previously authorized Change Order \$

Contract Sum prior to this Change Order \$

Contract Sum will be increased/decreased by this Chang Order in the amount of \$

New Contract Sum including this Change Order will be \$

Contract Time will be increased by \_\_\_\_\_ days.

Date of Substantial Completion as of the date of this Change Order therefore is \_\_\_\_\_.

**The above changes are accepted by:**

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

You are hereby authorized to make the changes noted above:

Division Director: \_\_\_\_\_ Date: \_\_\_\_\_

Reviewed as to form and legal sufficiency:

\_\_\_\_\_  
County Attorney's Office Date

\_\_\_\_\_  
County Manager/Designee Date

*(Change order increases require Board approval)*

Attest: STACY M. BUTTERFIELD, CLERK

Polk County, a political subdivision  
of the State of Florida

By: \_\_\_\_\_  
Deputy Clerk

By: \_\_\_\_\_  
Chairman  
Board of County Commissioners

Date Signed by Chairman: \_\_\_\_\_

**EXHIBT XIX: CERTIFICATE OF COMPLIANCE**

In accordance with Florida Statutes, Chapter 440, the General Contractor hereby states that for projects \$250,000.00 or more, all subcontractors employed to work have workers' compensation insurance in place.

Bid #            25-205

\_\_\_\_\_  
Contractor

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Printed Name of Signer

\_\_\_\_\_  
Date

**EXHIBIT XX: CERTIFICATION IMMIGRATION LAWS**

**Bid 25-205, Polk County Specialty Care And Children Home Society Roof Replacement**

POLK COUNTY WILL NOT INTENTIONALLY AWARD COUNTY CONTRACTS TO ANY CONTRACTOR WHO KNOWINGLY EMPLOYS UNAUTHORIZED ALIEN WORKERS, CONSTITUTING A VIOLATION OF THE EMPLOYMENT PROVISIONS CONTAINED IN 8 U.S.C. SECTION 1324 A(E) {SECTION 274A(E) OF THE IMMIGRATION AND NATIONALITY ACT (“INA”)}

POLK COUNTY MAY CONSIDER THE EMPLOYMENT BY ANY CONTRACTOR OF UNAUTHORIZED ALIENS A VIOLATION OF SECTION 274A(E) OF THE INA. SUCH VIOLATION OF THE RECIPIENT OF THE EMPLOYMENT PROVISIONS CONTAINED IN 274A(E) OF THE INA SHALL BE GROUNDS FOR UNILATERAL CANCELLATION OF THE CONTRACT BY POLK COUNTY.

BIDDER ATTEST THAT THEY ARE FULLY COMPLIANT WITH ALL APPLICABLE IMMIGRATION LAWS (SPECIFICALLY TO THE 1986 IMMIGRATION ACT AND SUBSEQUENT AMENDMENTS).

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

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

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

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

State of: \_\_\_\_\_

County of: \_\_\_\_\_

The foregoing instrument was acknowledged before me by means of \_\_\_ physical presence or \_\_\_ online notarization, this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_, by \_\_\_\_\_ (name) as \_\_\_\_\_ (title of officer) of \_\_\_\_\_ (entity name), on behalf of the company, who \_\_\_ is personally known to me or \_\_\_ has produced \_\_\_\_\_ as identification.

Notary Public Signature: \_\_\_\_\_

Printed Name of Notary Public: \_\_\_\_\_

Notary Commission Number and Expiration: \_\_\_\_\_

(AFFIX NOTARY SEAL)

**EXHIBIT XXI: STATEMENT OF NO BID**

If submitting a "NO BID", Bidder shall return this form to Polk County, a political subdivision of the State of Florida, Procurement Division, 330 West Church Street, Room 150, Bartow, Florida 33830.

We have declined to bid on Contract Bid File: 25-205, Polk County Specialty Care And Children Home Society Roof Replacement for the following reasons:

- \_\_\_\_\_ Specifications too "restrictive" i.e., geared toward one brand of manufacturer (please explain below).
  - \_\_\_\_\_ Insufficient time to respond to invitation for bid.
  - \_\_\_\_\_ We do not offer this product or service.
  - \_\_\_\_\_ Our schedule would not permit us to perform.
  - \_\_\_\_\_ Unable to meet specifications.
  - \_\_\_\_\_ Unable to meet bond or insurance requirements.
  - \_\_\_\_\_ Specifications unclear (please explain below).
  - \_\_\_\_\_ Other (please specify).\_\_\_\_\_
- \_\_\_\_\_

We understand that if the "No Bid" form is not executed and returned, our name may be deleted from the list of qualified bidders for the County for further projects.

\_\_\_\_\_  
Typed Name and Title

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Company

\_\_\_\_\_  
Address

\_\_\_\_\_  
Telephone Number

\_\_\_\_\_  
Date

**EXHIBIT XXII: SCRUTINIZED COMPANIES CERTIFICATION FORM**

Florida Statutes, Section 287.135)

SOLICITATION NO.: Bid: 25-205

PROJECT NAME: \_\_\_\_\_

The undersigned, as \_\_\_\_\_ of \_\_\_\_\_ (the "Contractor"), a Florida corporation, hereby certifies the following to Polk County, a political subdivision of the State of Florida, by and on behalf of the Contractor in accordance with the requirements of Section 287.135, Florida Statutes:

- i. The Contractor is not on the Scrutinized Companies that Boycott Israel List, created pursuant to Section 215.4725, Florida Statutes, nor is the Contractor engaged in a boycott of Israel, nor was the Contractor on such List or engaged in such a boycott at the time it submitted its bid to the County with respect to the Contract.
- ii. Additionally, if the value of the goods or services acquired under the Contract are greater than or equal to One Million Dollars (\$1,000,000), then the Contractor further certifies to the County as follows:
  - a. the Contractor is not on the Scrutinized Companies with Activities in Sudan List, created pursuant to Section 215.473, Florida Statutes; and
  - b. the Contractor is not on the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, created pursuant to Section 215.473, Florida Statutes; and
  - c. the Contractor is not engaged in business operations (as that term is defined in Florida Statutes, Section 287.135) in Cuba or Syria; and
  - d. the Contractor was not on any of the Lists referenced in this subsection (ii), nor engaged in business operations in Cuba or Syria when it submitted its bid to the County with respect to the Contract.
- iii. The Contractor is fully aware of the penalties that may be imposed upon the Contractor for submitting a false certification to the County regarding the foregoing matters.
- iv. The Contractor hereby acknowledges that, in addition to any other termination rights stated in the Contract, the County may immediately terminate the Contract upon the occurrence of any of the following events:
  - a. the Contractor is found to have submitted a false certification to the County with respect to any of the matters set forth in subsection (i) above, or the Contractor is found to have been placed on the Scrutinized Companies that Boycott Israel List or is engaged in a boycott of Israel; or
  - b. the Contractor is found to have submitted a false certification to the County with respect to any of the matters set forth in subsection (ii) above, or the Contractor is found to have been placed on the Scrutinized Companies with Activities in Sudan List, or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or has been engaged in business operations in Cuba or Syria, and the value of the goods or services acquired under this Contract are greater than or equal to One Million Dollars (\$1,000,000).

ATTEST: \_\_\_\_\_

a \_\_\_\_\_

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

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

PRINTED NAME: \_\_\_\_\_

PRINTED NAME: \_\_\_\_\_

Its: \_\_\_\_\_

Its: \_\_\_\_\_

**EXHIBIT XXIII: EMPLOYMENT ELIGIBILITY VERIFICATION (E-VERIFY) CERTIFICATION**  
(Florida Statutes, Section 448.095)

PROJECT NAME: \_\_\_\_\_

The undersigned, as an authorized officer of the contractor identified below (the "Contractor"), having full knowledge of the statements contained herein, hereby certifies to Polk County, a political subdivision of the State of Florida (the "County"), by and on behalf of the Contractor in accordance with the requirements of Section 448.095, Florida Statutes, as related to the contract entered into by and between the Contractor and the County on or about the date hereof, whereby the Contractor will provide labor, supplies, or services to the County in exchange for salary, wages, or other remuneration (the "Contract"), as follows:

1. Unless otherwise defined herein, terms used in this Certification which are defined in Section 448.095, Florida Statutes, as may be amended from time to time, shall have the meaning ascribed in said statute.

2. Pursuant to Section 448.095(5), Florida Statutes, the Contractor, and any subcontractor under the Contract, must register with and use the E-Verify system to verify the work authorization status of all new employees of the Contractor or subcontractor. The Contractor acknowledges and agrees that (i) the County and the Contractor may not enter into the Contract, and the Contractor may not enter into any subcontracts thereunder, unless each party to the Contract, and each party to any subcontracts thereunder, registers with and uses the E-Verify system; and (ii) use of the U.S. Department of Homeland Security's E-Verify System and compliance with all other terms of this Certification and Section 448.095, Fla. Stat., is an express condition of the Contract, and the County may treat a failure to comply as a material breach of the Contract.

3. By entering into the Contract, the Contractor becomes obligated to comply with the provisions of Section 448.095, Fla. Stat., "Employment Eligibility," as amended from time to time. This includes but is not limited to utilization of the E-Verify System to verify the work authorization status of all newly hired employees, and requiring all subcontractors to provide an affidavit attesting that the subcontractor does not employ, contract with, or subcontract with, an unauthorized alien. The Contractor shall maintain a copy of such affidavit for the duration of the Contract. Failure to comply will lead to termination of the Contract, or if a subcontractor knowingly violates the statute or Section 448.09(1), Fla. Stat., the subcontract must be terminated immediately. If the Contract is terminated pursuant to Section 448.095, Fla. Stat., such termination is not a breach of contract and may not be considered as such. Any challenge to termination under this provision must be filed in the Tenth Judicial Circuit Court of Florida no later than 20 calendar days after the date of termination. If the Contract is terminated for a violation of Section 448.095, Fla. Stat., by the Contractor, the Contractor may not be awarded a public contract for a period of 1 year after the date of termination. The Contractor shall be liable for any additional costs incurred by the County as a result of the termination of the Contract. Nothing in this Certification shall be construed to allow intentional discrimination of any class protected by law.

Executed this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

ATTEST:

CONTRACTOR:

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

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

PRINTED NAME: \_\_\_\_\_

PRINTED NAME: \_\_\_\_\_

Its: \_\_\_\_\_

Its: \_\_\_\_\_

**EXHIBIT XXIV: AFFIDAVIT REGARDING THE USE OF COERCION FOR LABOR OR SERVICES**

In compliance with Section 787.06(13), Florida Statutes, this attestation must be completed by an officer or representative of a nongovernmental entity that is executing, renewing, or extending a contract with Polk County, a political subdivision of the State of Florida.

The undersigned, on behalf of the entity listed below (the "Nongovernmental Entity"), hereby attests under penalty of perjury as follows:

1. I am over the age of 18 and I have personal knowledge of the matters set forth herein.
2. I currently serve as an officer or representative of the Nongovernmental Entity.
3. The Nongovernmental Entity does **not** use coercion for labor or services, as those underlined terms are defined in Section 787.06, Florida Statutes.
4. This declaration is made pursuant to Section 92.525, Fla. Stat. and Section 787.06, Fla. Stat. I understand that making a false statement in this declaration may subject me to criminal penalties.

Under penalties of perjury, I \_\_\_\_\_ (Signatory Name and Title), declare that I have read the foregoing Affidavit Regarding the Use of Coercion for Labor and Services and that the facts stated in it are true.

Further Affiant sayeth naught.

\_\_\_\_\_  
**NONGOVERNMENTAL ENTITY**

\_\_\_\_\_  
**SIGNATURE**

\_\_\_\_\_  
**PRINT NAME**

\_\_\_\_\_  
**TITLE**

\_\_\_\_\_  
**DATE**

**EXHIBIT XXVI: CERTIFICATIONS REGARDING DEBARMENT, SUSPENSION, PROPOSED DEBARMENT, AND OTHER RESPONSIBILITY MATTERS**

For all awards, subawards, and contracts with certain parties that are debarred, suspended, or otherwise excluded from or ineligible for participation in Federal assistance programs and activities, the Offeror must complete and sign the following:

The Offeror certifies, to the best of its knowledge and belief, that-

(1) This contract is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such the contractor is required to verify that none of the contractor, its principals (defined at 2 C.F.R. § 180.995), or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).

(2) The contractor must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.

(3) This certification is a material representation of fact relied upon by Polk County, a political subdivision of the State of Florida (the "County"). If it is later determined that the contractor did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to the Florida Division Emergency Management, the County, and the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.

(4) The bidder or proposer agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C 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.

SIGNATURE: \_\_\_\_\_

COMPANY NAME: \_\_\_\_\_

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

**EXHIBIT XXVII: APPENDIX A, 44 C.F.R. PART 18 – CERTIFICATION REGARDING LOBBYING**

Certification for Contracts, Grants, Loans, and Cooperative Agreements

(To be submitted with each bid or offer exceeding \$100,000)

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

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 31, U.S.C. § 1352 (as amended by the Lobbying Disclosure Act of 1995). Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

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

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

Name and Title of Contractor's Authorized Official \_\_\_\_\_

Date \_\_\_\_\_

**PART E –CONTRACT**

This Contract is entered into as of the date last executed, (the “Effective Date”), by and between Polk County, a political subdivision of the State of Florida, hereinafter referred to as the “County”, and \_\_\_\_\_ its successors, executors, administrators and assigns, hereinafter referred to as the “Contractor”.

WITNESSETH: Whereas the Contractor agrees with the County, for the consideration herein mentioned, and at its own proper cost and expense, to perform all the Work and furnish all the material, equipment, supplies and labor necessary to carry out this agreement in the manner and to the fullest extent as set forth in the attached Bid documents, being hereby made as such a binding part of this Contract as if written word for word herein, and whereas the Contractor has furnished satisfactory Bond and has complied with insurance requirements of the Specifications in Bid #: 25-205.

NOW THEREFORE, the County and the Contractor do hereby agree as follows:

Article 1. Scope of Work: The Contractor shall perform in accordance with the attached Bid Documents, all the items of Work at the unit prices or lump sum price as listed in the Contractor’s Bid Submittal.

Article 2. Contract Price: The Contract price includes the total bid price of \$ \_\_\_\_\_ plus the Allowance Work amount of \$ \_\_\_\_\_ the total sum being \$ \_\_\_\_\_. This total contract price shall be reduced by the unused amount of the allowance if such Work is not completed.

Article 3. Plans and Specifications: The plans and specifications, and other Bid Documents upon which the unit or lump sum prices in the Contractor’s Bid Submittal are based, are hereby made a part of this Contract by reference thereto; and are attached hereto.

Article 4 Time of Beginning and Completion: The Contractor agrees to begin Work within 10 calendar days after issuance of a Notice to Proceed by the Procurement Division. The Contractor will complete all Work necessary to reach Beneficial Occupancy within 120 calendar days from the Start Date memorialized within the Notice to Proceed. The Certificate of Substantial Completion shall be executed once Beneficial

Occupancy has been reached. The County and the Contractor agree the balance of all Work to be performed after execution of the Certificate of Substantial Completion shall be complete within 30 days from the date noted on the Certificate of Substantial Completion and shall be evidenced by execution of the Certificate of Final Completion. The Certificate of Final Completion shall be executed by both parties once all Work has been performed and all close out paperwork submitted and processed by the County. Total days for this project are 150 days. The allowance time for this project is 22 days.

Article 5. Payment for Quantities: Payment for those items requiring payment on a unit price basis will be made for the actual unit quantities, as provided for in the Technical Specifications.

Article 6. Partial Payments: Payment will be made to the Contractor for the Contract Work actually performed by the Contractor (during the previous calendar month) and approved by the County subject, however, to retention by the County of an amount equal to five percent (5%) of the payment in accordance with F. S. 218.735.

Article 7. Final Acceptance and Payment: Upon completion of the Work or as soon thereafter as practicable, the County and Professional shall make a final inspection and, if appropriate, acceptance of the Work, after which Contractor shall prepare a final estimate of all Work completed under this Contract. Payment therefore of the balance due shall be made in accordance with the Contract provisions. Payment on the final estimate shall include the full amount for the Work completed, based on the unit prices or lump sum of this Contract, subject, however, to the deduction of any payments already made under this Contract to the Contractor.

Article 8. Contract Documents: The Contractor and Polk County Procurement shall each obtain a photocopy of this Contract once it is executed. This original Contract shall be retained by the Clerk of Courts, County Comptroller once it is executed.



**ACKNOWLEDGEMENT OF FIRM IF A LIMITED LIABILITY COMPANY**

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

The foregoing instruments was acknowledged before me by means of  physical presence or  online notarization this \_\_\_\_\_(Date) by \_\_\_\_\_(Name of officer or agent) as \_\_\_\_\_(title of officer or agent) of the Company on behalf of the Company, pursuant to the powers conferred upon him/her by the Company. He/she personally appeared before me at the time of notarization, and  is personally known to me or  has produced \_\_\_\_\_ as identification and did certify to have knowledge of the matters stated in the foregoing instrument and certified the same to be true in all respects. Subscribed and sworn to (or affirmed) before me this \_\_\_\_\_(Date) .  
\_\_\_\_\_(Official Notary Signature and Notary Seal)  
\_\_\_\_\_(Name of Notary typed, printed or stamped)

Commission Number \_\_\_\_\_ Commission Expiration Date \_\_\_\_\_

**ACKNOWLEDGEMENT OF FIRM, IF A CORPORATION**

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

The foregoing instrument was acknowledged before me by means of  physical presence or  online notarization this \_\_\_\_\_(Date) by \_\_\_\_\_(Name of officer or agent) as \_\_\_\_\_(title of officer or agent) of the Corporation on behalf of the Corporation, pursuant to the powers conferred upon him/her by the Corporation. He/she personally appeared before me at the time of notarization, and  is personally known to me or  has produced \_\_\_\_\_ as identification and did certify to have knowledge of the matters stated in the foregoing instrument and certified the same to be true in all respects. Subscribed and sworn to (or affirmed) before me this \_\_\_\_\_(Date) .  
\_\_\_\_\_(Official Notary Signature and Notary Seal)  
\_\_\_\_\_(Name of Notary typed, printed or stamped)

Commission Number \_\_\_\_\_ Commission Expiration Date \_\_\_\_\_

**ACKNOWLEDGEMENT OF FIRM, IF AN INDIVIDUAL**

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

The foregoing instrument was acknowledged before me by means of  physical presence or  online notarization this \_\_\_\_\_(Date) By \_\_\_\_\_(Name of acknowledging) who personally appeared before me at the time of notarization, and  is personally known to me or  has produced \_\_\_\_\_ as identification and did certify to have knowledge of the matters in the foregoing instrument and certified the same to be true in all respects. Subscribed and sworn to (or affirmed) before me this \_\_\_\_\_(Date)  
\_\_\_\_\_(Official Notary Signature and Notary Seal)  
\_\_\_\_\_(Name of Notary typed, printed or stamped)

Commission Number \_\_\_\_\_ Commission Expiration Date \_\_\_\_\_

## PART F – TECHNICAL SPECIFICATIONS

Documents incorporated by reference in Supplementary Conditions on page 71:

To receive a copy of the bid package, attachments and exhibits please go the following FTP site: <https://ftp3.polk-county.net>, you will be prompted for a User ID and Password. The User ID is *procurevendor* and the password is *solicitation*. After you have logged in to the FTP site, double click on the file folder “**Bid 25-205, Bid Attachments**”, select “Open” or “Save As” to download the Bid documents, drawings, and technical specifications. If you need assistance accessing this website due to ADA or any other reason, please email This form is for bid registration only. Please scroll down for additional information.

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

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

THIS AGREEMENT IS ENTERED INTO BASED ON THE FOLLOWING REPRESENTATIONS:

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

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

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

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

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

**(1) SCOPE OF WORK**

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

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

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

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

**(3) PERIOD OF AGREEMENT**

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

**(4) RENEWAL AND EXTENSION**

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

**(5) MODIFICATION OF AGREEMENT**

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

**(6) RECORDS**

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

(b) Representatives of DEO, the Chief Financial Officer of the State of Florida, the Auditor General of the State of Florida, the Florida Office of Program Policy Analysis and Government Accountability, and representatives of the Federal government and their duly authorized representatives shall have access to any of the Subrecipient's books, documents, papers and records, including electronic storage media, as

they may relate to this Agreement, for the purposes of conducting audits or examinations or making excerpts or transcriptions.

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

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

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

1. Litigation, claim or audit initiated before the six-year period expires or extends beyond the six-year period, in which case the records shall be retained until all litigation, claims or audit findings involving the records have been resolved.
2. Records for the disposition of non-expendable personal property valued at \$1,000 or more at the time of acquisition shall be retained for six (6) years after final disposition.
3. Records relating to real property acquired shall be retained for six (6) years after the closing on the transfer of title.

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

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

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

## (7) AUDIT REQUIREMENTS

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

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

memorandums of understanding, memorandums of agreement, economic incentive award agreements, etc.) between DEO and the Subrecipient.

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

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

## **(8) REPORTS**

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

## **(9) INSPECTIONS AND MONITORING**

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

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

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

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

## **(10) DUPLICATION OF BENEFITS**

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

**(11) LIABILITY**

(a) If Subrecipient is a state agency or subdivision, as defined in Section 768.28(2), F.S., pursuant to Section 768.28(19), F.S., neither Party indemnifies nor insures or assumes any liability for the other Party for the other Party's negligence.

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

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

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

**(12) EVENTS OF DEFAULT**

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

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

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

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

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

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

a delay could occur as a result or (2) within five (5) calendar days after the date Subrecipient first had reason to believe that a delay could result, if the delay is not reasonably foreseeable. **THE FOREGOING SHALL CONSTITUTE SUBRECIPIENT'S SOLE REMEDY OR EXCUSE WITH RESPECT TO DELAY.** Providing notice in strict accordance with this paragraph is a condition precedent to such remedy. DEO, in its sole discretion, will determine if the delay is excusable under this paragraph and will notify Subrecipient of its decision in writing. No claim for damages, other than an extension of time, shall be asserted against DEO. Subrecipient shall not be entitled to an increase in the Agreement price or payment of any kind from DEO for direct, indirect, consequential, impact or other costs, expenses or damages, including but not limited to costs of acceleration or inefficiency arising because of delay, disruption, interference or hindrance from any cause whatsoever. If performance is suspended or delayed, in whole or in part, due to any of the causes described in this paragraph, after the causes have ceased to exist, Subrecipient shall perform at no increased cost, unless DEO determines, in its sole discretion, that the delay will significantly impair the value of the Agreement to DEO or the State, in which case, DEO may do any or all of the following: (1) accept allocated performance or deliveries from Subrecipient, provided that Subrecipient grants preferential treatment to DEO with respect to products or services subjected to allocation; (2) purchase from other sources (without recourse to and by Subrecipient for the related costs and expenses) to replace all or part of the products or services that are the subject of the delay, which purchases may be deducted from the Agreement quantity or (3) terminate the Agreement in whole or in part.

### **(13) REMEDIES**

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

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

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

**(14) DISPUTE RESOLUTION**

DEO shall decide disputes concerning the performance of the Agreement, and document dispute decisions in writing and serve a copy of same to Subrecipient. All decisions are final and conclusive unless the Subrecipient files a petition for administrative hearing with DEO within twenty-one (21) days from the date of receipt of the decision. Exhaustion of administrative remedies prescribed in Chapter 120, F.S., is an absolute condition precedent to Subrecipient's ability to pursue any other form of dispute resolution; provided however, that the Parties may mutually agree to employ the alternative dispute resolution procedures outlined in Chapter 120, F.S.

**(15) CITIZEN COMPLAINTS**

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

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

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

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

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

The subrecipient will handle citizen complaints by conducting:

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

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

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

The Florida Office of Long-Term Resiliency operates in Accordance with the Federal Fair Housing Law (The Fair Housing Amendments Act of 1988). Anyone who feels he or she has been discriminated against may file

a complaint of housing discrimination: 1-800-669-9777 (Toll Free), 1-800-927-9275 (TTY) or [www.hud.gov/fairhousing](http://www.hud.gov/fairhousing).

#### (16) TERMINATION

(a) DEO may immediately suspend or terminate this Agreement for cause by providing written notice, from the date notice is sent by DEO. Cause includes, but is not limited to: an Event of Default as set forth in this Agreement; Subrecipient's improper or ineffective use of funds provided under this Agreement; fraud; lack of compliance with any applicable rules, regulations, statutes, executive orders, HUD guidelines, policies, directives or laws; failure, for any reason, to timely and/or properly perform any of the Subrecipient's obligations under this Agreement; submission of reports that are incorrect or incomplete in any material respect and refusal to permit public access to any document, paper, letter or other material subject to disclosure under law, including Chapter 119, F.S., as amended. The aforementioned reasons for termination are listed in the immediately preceding sentence for illustration purposes but are not limiting DEO's sole and absolute discretion with respect to DEO's right to terminate this Agreement. In the event of suspension or termination, Subrecipient shall not be entitled to recover any cancellation charges or unreimbursed costs.

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

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

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

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

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

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

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

**(17) NOTICE AND CONTACT**

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

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

Paul Wotherspoon  
107 E Madison Street, Caldwell Building  
Tallahassee, Florida 32399  
850-717-8502  
paul.wotherspoon@deo.myflorida.com

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

Mark Kithcart, Building Maintenance Manager  
2160 Marshall Edwards Drive  
Bartow, Florida 33830  
863-534-5511  
markkithcart@polk-county.net

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

**(18) CONTRACTS**

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

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

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

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

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

#### (19) TERMS AND CONDITIONS

This Agreement contains all the terms and conditions agreed upon by the Parties. There are no provisions, terms, conditions, or obligations other than those contained in this Agreement; and this Agreement supersedes all previous understandings. No waiver by DEO may be effective unless made in writing by an authorized DEO official.

#### (20) ATTACHMENTS

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

(b) This Agreement contains the following attachments:

Attachment A – Project Description and Deliverables

Attachment B – Project Budget (Example)

Attachment C – Activity Work Plan (Example)

Attachment D – Program and Special Conditions

Attachment E – State and Federal Statutes, Regulations and Policies

Attachment F – Civil Rights Compliance

Attachment G – Reports

Attachment H – Warranties and Representations

Attachment I – Audit Requirements Exhibit 1 to Attachment I – Funding Sources

Attachment J – Audit Compliance Certification

Attachment K – SERA Access Authorization Form (form provided after execution of this agreement)

Attachment L - 2 CFR Appendix II to Part 200

Attachment M – Subrogation Agreement

#### (21) FUNDING/CONSIDERATION

(a) The funding for this Agreement shall not exceed **One Million Sixty Thousand and 00/100 dollars (\$1,060,000.00)** subject to the availability of funds. The State of Florida and DEO's performance and obligation to pay under this Agreement is contingent upon annual appropriations by the Legislature and subject to any modification in accordance with Chapter 216, F.S. or the Florida Constitution.

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

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

and the terms of this Agreement. Subrecipient agrees to comply with all the terms and conditions of Attachment D, Program and Special Conditions.

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

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

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

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

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

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

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

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

## (22) REPAYMENTS

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

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

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

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

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

(f) In accordance with Section 215.34(2), F.S., if a check or other draft is returned to DEO for collection, the Subrecipient shall pay to DEO a service fee of \$15.00 or five percent of the face amount

of the returned check or draft, whichever is greater. All refunds or repayments to be made to DEO under this Agreement are to be made payable to the order of "Department of Economic Opportunity" and mailed directly to DEO at the following address:

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

**(23) MANDATED CONDITIONS**

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

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

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

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

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

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

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

(h) Pursuant to Section 287.134(2)(a), F.S., an entity or affiliate, as defined in Section 287.134(1), who has been placed on the discriminatory vendor list may not submit a bid, proposal or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals or replies on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor or consultant under a contract with any public entity; and may not transact business with any public entity. By executing this Agreement, the Subrecipient represents

and warrants that neither it nor any of its affiliates is currently on the discriminatory vendor list. The Subrecipient shall disclose if it or any of its affiliates is placed on the discriminatory vendor list.

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

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

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

(l) Subrecipient acknowledges being subject to Florida's Government in the Sunshine Law (Section 286.011, F.S.) with respect to the meetings of Subrecipient's governing board or the meetings of any subcommittee making recommendations to the governing board. Subrecipient agrees that all such aforementioned meetings shall be publicly noticed, open to the public and the minutes of all the meetings shall be public records made available to the public in accordance with Chapter 119, F.S.

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

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

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

#### **(24) LOBBYING PROHIBITION**

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

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

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the Subrecipient, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress or an employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any general loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment or modification of any federal contract, grant, loan or cooperative agreement;

2. If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress or an employee of a Member of Congress in connection with this Federal contract, grant, loan or cooperative agreement, the Subrecipient shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions; and

3. Subrecipient shall require that this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose as described in this Agreement. This certification is a material representation of fact upon which reliance was placed

when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31 U.S.C. § 1352. Any person who fails to file the required certification shall be subject to a civil penalty of not less than ten thousand dollars (\$10,000) and not more than one hundred thousand dollars (\$100,000) for each such failure.

## **(25) COPYRIGHT, PATENT AND TRADEMARK**

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

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

(b) If any discovery or invention is developed in the course of or as a result of work or services performed under this Agreement or in any way connected with it, Subrecipient shall refer the discovery or invention to DEO for a determination whether the State of Florida will seek patent protection in its name. Any patent rights accruing under or in connection with the performance of this Agreement are reserved to the State of Florida. If any books, manuals, films or other copyrightable material are produced, Subrecipient shall notify DEO. Any copyrights accruing under or in connection with the performance under this Agreement are transferred by the Subrecipient to the State of Florida.

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

## **(26) LEGAL AUTHORIZATION**

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

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

## **(27) PUBLIC RECORD RESPONSIBILITIES**

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

(b) Subrecipient shall keep and maintain public records required by DEO to perform the Subrecipient's responsibilities hereunder. Subrecipient shall, upon request from DEO's custodian of public records, provide DEO with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided by Chapter 119, F.S., or as otherwise provided by law. Subrecipient shall allow public access to all documents, papers, letters or other materials made or received by the Subrecipient in conjunction with this Agreement, unless the

records are exempt from Article I, Section 24(a) of the Florida Constitution and Section 119.07(1), F.S. For records made or received by Subrecipient in conjunction with this Agreement, Subrecipient shall respond to requests to inspect or copy such records in accordance with Chapter 119, F.S. For all such requests for records that are public records, as public records are defined in Section 119.011, F.S., Subrecipient shall be responsible for providing such public records per the cost structure provided in Chapter 119, F.S., and in accordance with all other requirements of Chapter 119, F.S., or as otherwise provided by law.

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

(d) If, for purposes of this Agreement, Subrecipient is a "contractor" as defined in Section 119.0701(1)(a), F.S. ("Subrecipient-contractor"), the Subrecipient-contractor shall transfer to DEO, at no cost to DEO, all public records upon completion including termination, of this Agreement or keep and maintain public records required by DEO to perform the service. If Subrecipient-contractor transfers all public records to the public agency upon completion of this Agreement, Subrecipient-contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If Subrecipient-contractor keeps and maintains public records upon completion of the Agreement, the Subrecipient-contractor shall meet all applicable requirements for retaining public records in accordance with Chapters 119 and 257, F.S. All records stored electronically must be provided to DEO, upon request from DEO's custodian of public records, in a format that is compatible with the information technology systems of DEO.

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

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

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

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

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

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

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

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

## **(28) EMPLOYMENT ELIGIBILITY VERIFICATION**

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

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

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

(b) E-Verify is an Internet-based system that allows an employer, using information reported on an employee's Form I-9, Employment Eligibility Verification, to determine the eligibility of all new

employees hired to work in the United States. There is no charge to employers to use E-Verify. The Department of Homeland Security's E-Verify system can be found at:

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

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

#### **(29) PROGRAM INCOME**

(a) The Subrecipient shall report to DEO all program income (as defined at 24 CFR § 570.500(a) or in the Federal Register Guidance governing the CDBG-MIT funds) generated by activities carried out with CDBG-MIT funds made available under this Agreement as part of the Subrecipient's Quarterly Progress Report. The Subrecipient shall use program income in accordance with the applicable requirements of 2 CFR part 200, 24 CFR part 570.489, 570.500, 570.504 and the terms of this Agreement.

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

#### **(30) NATIONAL OBJECTIVES**

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

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

#### **(31) INDEPENDENT CONTRACTOR**

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

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

(c) Subrecipient shall have sole right to control the manner, method and means by which the services required by this Agreement are performed. DEO shall not be responsible to hire, supervise or pay Subrecipient's employees. Neither Subrecipient, nor its officers, agents, employees, subcontractors or

assignees are entitled to State retirement or State leave benefits, or to any other compensation of State employment as a result of performing the duties and obligations of this Agreement.

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

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

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

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

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

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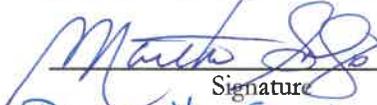
**State of Florida**  
**Department of Economic Opportunity**  
**Federally Funded Subrecipient Agreement**  
**Signature Page**

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

**POLK COUNTY, FLORIDA, a political subdivision of the State of Florida**

**DEPARTMENT OF ECONOMIC OPPORTUNITY**

By

  
Signature  
Dr. Martha Santiago

By

  
Signature  
Dane Eagle

Title

Chair

Title

Secretary

Date

11/16/21

Date

12/21/2021

Federal

Tax ID #

59-6000809

H.14

DUNS #

078315959



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

**OFFICE OF GENERAL COUNSEL**  
**DEPARTMENT OF ECONOMIC OPPORTUNITY**

By:

  
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Approved Date: 12/20/2021

## Attachment A – Project Description and Deliverables

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

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

This award has been granted under the Critical Facility Hardening Program. Projects eligible for funding under this program must harden critical facilities that serve a public safety purpose for local communities. Critical facilities include:

1. Potable water facilities
2. Wastewater facilities
3. Police departments
4. Fire departments
5. Hospitals
6. Emergency operation centers
7. Emergency shelters

**2. PROJECT DESCRIPTION:** The Polk County, Florida, a political subdivision of the State of Florida has been awarded **One Million Sixty Thousand Dollars and Zero Cents (\$1,060,000.00)** in CDBG-MIT (Community Development Block Grant – Mitigation) funding to implement the **Polk County Specialty Care/Indigent Healthcare Roof Replacement Project**. The purpose of this project is to replace approximately 106,000 square feet of flat roofing material with high efficiency and high wind rated product. This replacement will harden the building to withstand higher wind ratings and ensure water tightness during a hurricane or tornado, and ensure compliance with Florida Building Codes. Mitigation activities include replacement of existing roof structure with Duro-Last, or similar material, and roof assembly for energy efficiency and storm resistance.

This project will satisfy the **LMI National Objective** with a service area LMI of 61%. The project is expected to be completed within **48** months of execution at a cost of **\$1,104,952.00**. There are **\$44,952** of In-Kind leveraged funds from the Polk County Board of County Commissioners. The team overseeing this project consists of the Facilities Management Division's Architectural Services group, the Building Maintenance Manager, and selected contractor(s).

### **3. SUBRECIPIENT RESPONSIBILITIES:**

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

- B. Develop and submit a copy of the following policies and procedures to the DEO Grant Manager for review and approval within thirty (30) days of Agreement execution. The DEO Grant Manager will provide approval in writing prior to the policies and procedures being implemented.
1. Procurement policies and procedures that incorporate 2 CFR Part 200.317-326.
  2. Administrative financial management policies, which must comply with all applicable HUD CDBG-MIT and State of Florida rules.
  3. Quality assurance and quality control system policies and procedures that comply with all applicable HUD CDBG-MIT and DEO policies.
  4. Policies and procedures to detect and prevent fraud, waste and abuse that describe how the Subrecipient will verify the accuracy of applicant information, monitoring policy indicating how and why monitoring is conducted, the frequency of monitoring policy, and which items will be monitored, and procedures for referring instances of fraud, waste and abuse to HUD OIG Fraud Hotline (phone: 1-800-347-3735 or email [hotline@hudoig.gov](mailto:hotline@hudoig.gov)).
  5. Policies and procedures for the requirements under 2 CFR 200 Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Award.
- C. Attend fraud related training offered by HUD OIG to assist in the proper management of the CDBG-MIT grant funds when available.
- D. Upload required documents into a system of record provided by DEO.
- E. Complete and submit an updated Project Detail Budget (Attachment B) for review and approval by DEO no later than thirty (30) days after Agreement execution. Any changes to the Project Detail Budget must be submitted in the monthly report submitted to DEO for review and approval by the DEO Grant Manager.
- F. Maintain organized Subrecipient agreement files and make them accessible to DEO or its representatives upon request.
- G. Comply with all terms and conditions of the Subrecipient Agreement, Infrastructure Program Guidelines, Action Plans, Action Plan amendments, and Federal, State, and local laws.
- H. Provide copies of all proposed procurement documents to DEO ten (10) days prior to posting as detailed in Attachment D of Subrecipient Agreement. The proposed procurement documents will be reviewed and approved by DEO Grant Manager. Should the procurement documents require revisions based on state or federal requirements, Subrecipient will be required to postpone procurement and submit revised documents for review and approval.
- I. Complete procurement of all applicants for internal grants management and compliance and direct program and product production, including:
1. Selection of applicants, subrecipients and/or staff that will be responsible for managing applicant intake and related operations, compliance, finance, and administration.
  2. Selection of applicants, subrecipients and/or staff that will be responsible for appraisal, environmental review, title services and legal services.
  3. Copies of all contracts that will be executed by Subrecipient. Contracts must be provided to DEO prior to execution as detailed in Attachment D. Any contract executed by Subrecipient must follow the terms and conditions set forth in this Agreement. Should the submitted contract require necessary additions and/or changes, DEO's Contract Manager will contact Subrecipient regarding changes. Subrecipient is required to submit the updated contract within thirty (30) days. Should the contract not be submitted in a timely manner, Subrecipient will be required to complete the selection process once more.
- J. Ensure all projects seeking assistance under the current CDBG-MIT funds, and any future funds allocated for Mitigation, provided by DEO, receive the required Environmental Clearance from DEO prior to Subrecipient being able to commit CDBG-MIT funds.
- K. Provide the following documentation to DEO within ten (10) calendars after the end of each month:
1. A revised detail report measuring the actual cost versus the project cost.

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

#### **4. ELIGIBLE TASKS AND DELIVERABLES:**

##### **A. Deliverable 1 – Construction**

Tasks that are eligible for reimbursement: are as follow:

1. Remove and properly dispose of the existing Children's Home Society building roof and roofing materials and replace with Duro-Last roofing materials, or equivalent products, and of like dimensions. Installation shall be in compliance with the construction contract and in a manner that meets or exceeds Florida Building Code or all applicable city and federal building codes, whichever is most stringent.
2. Remove and properly dispose of the existing Risk Management building upper flat roof and roofing materials and replace with Duro-Last roofing materials, or equivalent products, and of like dimensions. Installation shall be in compliance with the construction contract and in a manner that meets or exceeds Florida Building Code or all applicable city and federal building codes, whichever is most stringent.
3. Remove and properly dispose of the existing Risk Management building metal roof and roofing materials and replace with Duro-Last roofing materials, or equivalent products, and of like dimensions. Installation shall be in compliance with the construction contract and in a manner that meets or exceeds Florida Building Code or all applicable city and federal building codes, whichever is most stringent.
4. Remove and properly dispose of the existing Indigent Care building roof and roofing materials and replace with Duro-Last roofing materials, or equivalent products, and of like dimensions. Installation shall be in compliance with the construction contract and in a manner that meets or exceeds Florida Building Code or all applicable city and federal building codes, whichever is most stringent.
5. Remove and properly dispose of the existing Specialty Care building roof and roofing materials and replace with Duro-Last roofing materials, or equivalent products, and of like dimensions. Installation shall be in compliance with the construction contract and in a manner that meets

or exceeds Florida Building Code or all applicable city and federal building codes, whichever is most stringent.

#### 5. DEO RESPONSIBILITIES:

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

#### 6. DELIVERABLES:

**Grantee agrees to provide the following services as specified:**

<b>Deliverable No. 1 – Construction</b>		
<b>Tasks</b>	<b>Minimum Level of Service</b>	<b>Financial Consequences</b>
Task 1: Subrecipient shall complete tasks as detailed in Section 4.A.1 of this Scope of Work	Subrecipient may request reimbursement upon completion of the tasks listed in Section 4.A.1 of this Scope of Work, evidenced by submittal of the following documentation: <ol style="list-style-type: none"> <li>1) AIA form G702 or similar accepted DEO form completed by the contractor;</li> <li>2) Photographs of completed installation; and</li> <li>3) Invoice package in accordance with Section 7 of this Scope of Work.</li> </ol>	Failure to complete the Minimum Level of Service as specified shall result in non-payment.
<b>Deliverable 1, Task 1 - \$502,560.00</b>		
Task 2: Subrecipient shall complete tasks as detailed in Section 4.A.2 of this Scope of Work.	Subrecipient may request reimbursement upon completion of the tasks listed in Section 4.A.2 of this Scope of Work, evidenced by submittal of the following documentation: <ol style="list-style-type: none"> <li>1) AIA form G702 or similar accepted DEO form completed by the contractor;</li> <li>2) Photographs of completed installation; and</li> <li>3) Invoice package in accordance with Section 7 of this Scope of Work.</li> </ol>	Failure to complete the Minimum Level of Service as specified shall result in non-payment.
<b>Deliverable 1, Task 2 - \$91,520.00</b>		
Task 3: Subrecipient shall complete tasks as detailed in Section 4.A.3 of this Scope of Work.	Subrecipient may request reimbursement upon completion of the tasks listed in Section 4.A.3 of this Scope of Work, evidenced by submittal of the following documentation: <ol style="list-style-type: none"> <li>1) AIA form G702 or similar accepted DEO form completed by the contractor;</li> <li>2) Photographs of completed installation; and</li> </ol>	Failure to complete the Minimum Level of Service as specified shall result in non-payment.

	3) Invoice package in accordance with Section 7 of this Scope of Work.	
<b>Deliverable 1, Task 3 - \$31,200.00</b>		
Task 4: Subrecipient shall complete tasks as detailed in Section 4.A.4 of this Scope of Work.	Subrecipient may request reimbursement upon completion of the tasks listed in Section 4.A.4 of this Scope of Work, evidenced by submittal of the following documentation: 1) AIA form G702 or similar accepted DEO form completed by the contractor; 2) Photographs of completed installation; and 3) Invoice package in accordance with Section 7 of this Scope of Work.	Failure to complete the Minimum Level of Service as specified shall result in non-payment.
<b>Deliverable 1, Task 4 - \$160,160.00</b>		
Task 5: Subrecipient shall complete tasks as detailed in Section 4.A.5 of this Scope of Work.	Subrecipient may request reimbursement upon completion of the tasks listed in Section 4.A.5 of this Scope of Work, evidenced by submittal of the following documentation: 1) AIA form G702 or similar accepted DEO form completed by the contractor; 2) Photographs of completed installation; and 3) Invoice package in accordance with Section 7 of this Scope of Work.	Failure to complete the Minimum Level of Service as specified shall result in non-payment.
<b>Deliverable 1, Task 5 - \$274,560.00</b>		
<b>Total Project Costs Not to Exceed: \$1,060,000.00</b>		

**COST SHIFTING:** The deliverable amounts specified within the Eligible Tasks and Deliverables Section 6 tables above are established based on the Parties estimation of sufficient delivery of services fulfilling grant purposes under the Agreement in order to designate payment points during the Agreement Period; however, this is not intended to restrict DEO's ability to approve and reimburse allowable costs Subrecipient incurred providing the deliverables herein. Prior written approval from DEO's Grant Manager is required for changes to the above Deliverable amounts that do not exceed 10% of each deliverable total funding amount. Changes that exceed 10% of each deliverable total funding amount will require a formal written amendment request from Subrecipient, as described in Modification section of the Agreement. Regardless, in no event shall DEO reimburse costs of more than the total amount of this Agreement.

## 7. INVOICE SUBMITTAL:

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

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

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

**~ Remainder of this page is intentionally left blank ~**

**Attachment B – Project Budget (Example)**

Subrecipient: \_\_\_\_\_ Contract Number: \_\_\_\_\_ Modification Number: \_\_\_\_\_

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



**Attachment C – Activity Work Plan (Example)**

Subrecipient Polk County, Florida, a political subdivision of the State of Florida Activity: \_\_\_\_\_ Project Budget: \$1,060,000.00  
Contract Number: I0176 Date Prepared: \_\_\_\_\_ Modification Number: \_\_\_\_\_

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

### Attachment D – Program and Special Conditions

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

persons as defined by 24 CFR § 570.606(b)(2), that are displaced as a direct result of acquisition, rehabilitation, demolition, or conversion for a CDBG-assisted project.

7. The Subrecipient shall timely submit completed forms for all prime and subcontractors as required by this Agreement, DEO, HUD, and applicable, regulations and guidance laws, specifically including but not limited to:
  - a. Certification Regarding Debarment, Suspension, and Other Responsibility Matters (Primary Covered Transactions);
  - b. Section 3 Participation Report (Construction Prime Contractor);
  - c. Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion (Subcontractor), (if applicable); and
  - d. Section 3 Participation Report (Construction Subcontractor), (if applicable).
8. In addition, each construction contract or agreement for new or replacement housing must contain language that requires the contractor to meet the Green Building Standard for Replacement and New Construction of Residential Housing, as defined in the Allocation notice published in the Federal Register Volume 81, Number 224 on Monday, November 21, 2016.
9. For each Request for Funds (RFF) that includes reimbursement of construction costs, the Subrecipient shall provide a copy of the American Institute of Architects (AIA) form G702, Application and Certification for Payment, or a comparable form approved by DEO, signed by the contractor and inspection engineer, and a copy of form G703, Continuation Sheet, or a comparable form approved by DEO. For each RFF that includes construction costs, the Subrecipient shall provide a copy of AIA form G702, or a comparable form approved by DEO, if applicable, signed by the contractor and the local building inspector or housing specialist and a copy of form G703, or a comparable form approved by DEO, if applicable.
10. For each project, when the Subrecipient issues the Notice to Proceed to the contractor(s), copies of the following documents shall be sent to DEO:
  - a. Notice to Proceed;
  - b. The contractor's performance bond (100 percent of the contract price); and
  - c. The contractor's payment bond (100 percent of the contract price).
11. The Subrecipient shall undertake an activity each quarter to affirmatively further fair housing pursuant to 24 CFR § 570.487(b).
12. The Subrecipient shall ensure that a deed restriction is recorded on any real property or facility, excluding easements, acquired with CDBG-MIT funds. This restriction shall limit the use of that real property or facility to the use stated in the subgrant application and that title shall remain in the name of the Subrecipient. Such deed restriction shall be made a part of the public records in the Clerk of Court of the county in which the real property is located. Any future disposition of that real property shall be in accordance with 24 CFR § 570.505. Any future change of use of real property shall be in accordance with 24 CFR § 570.489(j).
13. The Subrecipient shall comply with the historic preservation requirements of the National Historic Preservation Act of 1966, as amended, the procedures set forth in 36 CFR part 800, and the Secretary of the Interior's Standards for Rehabilitation, codified at 36 CFR 67, and Guidelines for Rehabilitating Historic Buildings.
14. Pursuant to section 102(b), Public Law 101-235, 42 U.S.C. § 3545, the Subrecipient shall update and submit Form HUD 2880 to DEO within thirty (30) calendar days of the Subrecipient's knowledge of changes in situations which would require that updates be prepared. The Subrecipient must disclose:
  - a. All developers, contractors, consultants and engineers involved in the application or in the planning, development or implementation of the project or CDBG- MIT-funded activity; and
  - b. Any person or entity that has a financial interest in the project or activity that exceeds \$50,000 or 10 percent of the grant, whichever is less.

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

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

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

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

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

1. State of Florida Requirement

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

2. Audits, Inspections and Monitoring

a. Single Audit

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

b. Inspections and Monitoring

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

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

This review must include:

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

c. Corrective Actions

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

3. Drug-Free Workplace

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

4. Procurement and Contractor Oversight

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

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

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

5. Property Standards

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

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

6. Federal Funding Accountability and Transparency Act (FFATA)

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

7. Relocation and Real Property Acquisition

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

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

8. Non-discrimination

a. 24 CFR Part 6

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

b. Architectural Barriers Act and the Americans with Disabilities Act

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

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

c. State and Local Nondiscrimination Provisions

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

(1) General Compliance

The Subrecipient shall comply with the requirements of Title VI of the Civil Rights Act of 1964 (P.L. 88-352), as amended. No person in the United States shall, on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity funded by this agreement. The specific nondiscrimination provisions at 24 CFR 1.4 apply to the use of these funds. The Subrecipient shall not intimidate, threaten, coerce or discriminate against any person for the purpose of interfering with any right or privilege secured by title VI of the Civil Rights Act of 1964 or 24 CFR part 1, or because he has made a complaint, testified, assisted or participated in any manner in an investigation, proceeding or hearing under 24 CFR part 1. The identity of complainants shall be kept confidential except to the extent necessary to carry out the purposes of 2 CFR part 1, including the conduct of any investigation, hearing or judicial proceeding arising thereunder.

(2) Assurances and Real Property Covenants

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

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

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

d. Affirmative Action

(1) Approved Plan

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

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

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

(3) Notifications

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

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

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

9. Labor and Employment

### Labor Standards

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

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

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

#### a. Low-Income Person Definition

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

#### b. Compliance

The Subrecipient shall comply with the provisions of Section 3 of the Housing Urban Development Act of 1968, as amended, 12 USC 1701u, and implementing its implementing regulations at 24 CFR part 135. The Subrecipient shall include the following "Section 3 clause" at 24 CFR 135.38 in every "Section 3 covered contract" (as defined in 24 CFR 135.5).

- (1) The work to be performed under this contract is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u (Section 3). The purpose of Section 3 is to ensure that employment and other economic opportunities generated by HUD assistance or HUD-assisted projects covered by Section 3, shall, to the greatest extent feasible, be directed to low- and very low-income persons, particularly persons who are recipients of HUD assistance for housing.
- (2) The contractor agrees to send to each labor organization or representative of workers with which the contractor has a collective bargaining agreement or other understanding, if any, a notice advising the labor organization or workers' representative of the contractor's commitments under this Section 3 clause, and will post copies of the notice in conspicuous places at the work site where both employees and applicants for training and employment positions can see the notice. The notice shall describe the Section 3 preference, shall set forth minimum number and job titles subject to hire, availability of apprenticeship and training positions, the qualifications for each; and the name and location of the person(s) taking applications for each of the positions; and the anticipated date the work shall begin.
- (3) The contractor agrees to include this Section 3 clause in every subcontract subject to compliance with regulations in 24 CFR part 135, and agrees to take appropriate action, as provided in an applicable provision of the subcontract or in this Section 3 clause, upon a finding that the subcontractor is in violation of the regulations in 24 CFR part 135. The contractor will not subcontract with any subcontractor where the contractor has notice or knowledge that the subcontractor has been found in violation of the regulations in 24 CFR part 135.

- (4) The contractor will certify that any vacant employment positions, including training positions, that are filled (1) after the contractor is selected but before the contract is executed, and (2) with persons other than those to whom the regulations of 24 CFR part 135 require employment opportunities to be directed, were not filled to circumvent the contractor's obligations under 24 CFR part 135.F. Noncompliance with HUD's regulations in 24 CFR part 135 may result in sanctions, termination of this contract for default, and debarment or suspension from future HUD assisted contracts.
- (5) Noncompliance with HUD's regulations in 24 CFR part 135 may result in sanctions, termination of this contract for default, and debarment or suspension from future HUD assisted contracts.
- (6) With respect to work performed in connection with Section 3 covered Indian housing assistance, Section 7(b) of the Indian Self-Determination and Education Assistance Act (25 U.S.C. 450e) also applies to the work to be performed under this contract. Section 7(b) requires that to the greatest extent feasible (i) preference and opportunities for training and employment shall be given to Indians, and (ii) preference in the award of contracts and subcontracts shall be given to Indian organizations and Indian-owned Economic Enterprises. Parties to this contract that are subject to the provisions of Section 3 and Section 7(b) agree to comply with Section 3 to the maximum extent feasible, but not in derogation of compliance with Section 7(b).

c. Thresholds

- A. Recipients of HUD federal financial assistance shall meet the following hiring and contract numerical goals to achieve compliance with Section 3 as found at 24 CFR 135.30 (Numerical goals for meeting the greatest extent feasible requirement.)
- B. Recipients of Section 3 covered community development assistance, and their contractors and subcontractors (unless the contract or subcontract awards do not meet the threshold specified in Section 135.3(a)(3)) may demonstrate compliance with the requirements of this part by committing to employ Section 3 residents as:
  1. 10 percent of the aggregate number of new hires for the one-year period beginning in FY 1995;
  2. 20 percent of the aggregate number of new hires for the one-year period beginning in FY 1996; and
  3. 30 percent of the aggregate number of new hires for the one-year period beginning in FY 1997 and continuing thereafter.
- C. Contracts. Numerical goals set forth in paragraph (c) of this section apply to contracts awarded in connection with all Section 3 covered projects and Section 3 covered activities. Each recipient and contractor and subcontractor (unless the contract or subcontract awards do not meet threshold specified in Section 135.3(a)(3)) may demonstrate compliance with the requirements of this part by committing to award to Section 3 business concerns:
  1. At least 10 percent of the total dollar amount of all Section 3 covered contracts for building trades work for maintenance, repair, modernization or development of public or Indian housing, or for building trades work arising in connection with housing rehabilitation, housing construction and other public construction; and
  2. At least three (3) percent of the total dollar amount of all other Section 3 covered contracts.

11. Conduct

a. Hatch Act

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

b. Conflict of Interest

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

c. Lobbying Certification

The Subrecipient hereby certifies that:

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

d. Religious Activities

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

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

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

e. Environmental Conditions

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

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

(2) Air and Water

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

- (a) Air quality. (1) The Clean Air Act (42 U.S.C. 7401 et. seq.) as amended; particularly section 176(c) and (d) (42 U.S.C. 7506(c) and (d)); and (2) Determining Conformity of Federal Actions to State or Federal Implementation Plans (Environmental Protection Agency—40 CFR parts 6, 51, and 93); and
- (b) Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251, *et seq.*, as amended, including the requirements specified in Section 114 and Section 308 of the Federal Water Pollution Control Act, as amended, and all regulations and guidelines issued thereunder.
- (c) The Clean Air and Water Act: If this Contract is in excess of \$100,000, Contractor shall comply with all applicable standards, orders or regulations issued under the Clean Air Act, as amended, 42 U.S.C. 7401,

Section 508 of the Clean Water Act, as amended, 33 U.S.C. 1368, et seq., Executive Order 11738 and Environmental Protection Agency regulations. Contractor shall report any violation of the above to DEO.

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

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

- (6) **Additional Regulations**
- (a) The Temporary Assistance for Needy Families Program ("TANF"), 45 CFR Parts 260-265, the Social Services Block Grant ("SSBG"), 42 U.S.C. 1397d, and other applicable federal regulations and policies promulgated thereunder.
- (b) Title IX of the Education Amendments of 1972, as amended, 20 U.S.C. 1681, *et seq.*, which prohibits discrimination on the basis of sex in educational programs.
- (c) Section 654 of the Omnibus Budget Reconciliation Act of 1981, as amended, 42 U.S.C. 9849, which prohibits discrimination on the basis of race, creed, color, national origin, sex, handicap, political affiliation or beliefs.
- (d) The Pro-Children Act: Contractor agrees to comply with the Pro-Children Act of 1994, 20 U.S.C. 6083. Failure to comply with the provisions of the law may result in the imposition of civil monetary penalty up to \$1,000 for each violation and/or the imposition of an administrative compliance order on the responsible entity. This clause is applicable to all approved sub-contracts. In compliance with Public Law (Pub. L.) 103-277, the Contract shall not permit smoking in any portion of any indoor facility used for the provision of federally funded services including health, day care, early childhood development, education or library services on a routine or regular basis, to children up to age 18.
- (e) **Public Announcements and Advertising:** When issuing statements, press releases, requests for proposals, bid solicitations and other documents describing projects or programs funded in whole or in part with federal money, Contractor shall clearly state (1) the percentage of the total costs of the program or project which will be financed with federal money, (2) the dollar amount of federal funds for the project or program, and (3) percentage and dollar amount of the total costs of the project or program that will be financed by nongovernmental sources.

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

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

## **Attachment F – Civil Rights Compliance**

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### **Fair Housing**

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

Each Subrecipient shall do the following:

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

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

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

Examples of fair housing activities include the following:

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

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

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

**Equal Employment Opportunity**

As a condition for the receipt of CDBG-MIT funds, each Subrecipient must certify that it and the contractors, subcontractors, subrecipients and consultants that it hires with CDBG-MIT funds will abide by the Equal Employment Opportunity (EEO) Laws of the United States. A Subrecipient shall demonstrate its commitment to abide by the laws through the actions listed below.

Each Subrecipient shall do the following:

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

**Section 504 and the Americans with Disabilities Act (ADA)**

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

The Subrecipient shall do the following:

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

- c) The results of the actions taken.

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

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

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

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

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

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

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

The following clause from 24 CFR § 135.38 is required to be included in CDBG-MIT-funded contracts of \$100,000 or more.

#### **Section 3 Clause**

1. The work to be performed under this contract is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. § 1701u (Section 3). The purpose of Section 3 is to ensure that employment and other economic opportunities generated by HUD assistance or HUD-assisted projects covered by Section 3, shall, to the greatest extent feasible, be directed to low- and very low-income persons, particularly persons who are Subrecipients of HUD assistance for housing.
2. The Parties to this contract agree to comply with HUD's regulations in 24 CFR part 135, which implement Section 3. As evidenced by their execution of this contract, the parties to this contract certify that they are under no contractual or other impediment that would prevent them from complying with the part 135 regulations.
3. The contractor agrees to send to each labor organization or representative of workers with which the contractor has a collective bargaining agreement or other understanding, if any, a notice advising the labor organization or

workers' representative of the contractor's commitments under this Section 3 clause, and will post copies of the notice in conspicuous places at the work site where both employees and applicants for training and employment positions can see the notice. The notice shall describe the Section 3 preference, shall set forth minimum number and job titles subject to hire, availability of apprenticeship and training positions, the qualifications for each; and the name and location of the person(s) taking applications for each of the positions; and the anticipated date the work shall begin.

4. The contractor agrees to include this Section 3 clause in every subcontract subject to compliance with regulations in 24 CFR part 135, and agrees to take appropriate action, as provided in an applicable provision of the subcontract or in this Section 3 clause, upon a finding that the subcontractor is in violation of the regulations in 24 CFR part 135. The contractor will not subcontract with any subcontractor where the contractor has notice or knowledge that the subcontractor has been found in violation of the regulations in 24 CFR part 135.
5. The contractor will certify that any vacant employment positions, including training positions, that are filled (1) after the contractor is selected but before the contract is executed, and (2) with persons other than those to whom the regulations of 24 CFR part 135 require employment opportunities to be directed, were not filled to circumvent the contractor's obligations under 24 CFR part 135.
6. Noncompliance with HUD's regulations in 24 CFR part 135 may result in sanctions, termination of this contract for default and debarment or suspension from future HUD assisted contracts.
7. With respect to work performed in connection with Section 3 covered Indian housing assistance, Section 7(b) of the Indian Self-Determination and Education Assistance Act (25 U.S.C. § 450e) also applies to the work to be performed under this contract. Section 7(b) requires that to the greatest extent feasible (i) preference and opportunities for training and employment shall be given to Indians, and (ii) preference in the award of contracts and subcontracts shall be given to Indian organizations and Indian-owned Economic Enterprises. Parties to this contract that are subject to the provisions of Section 3 and Section 7(b) agree to comply with Section 3 to the maximum extent feasible, but not in derogation of compliance with Section 7(b).

### **Civil Rights Regulations**

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

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

13. Section 3 of the Housing and Urban Development Act of 1968, as amended – Employment/Training of Lower Income Residents and Local Business Contracting.

I hereby certify that Polk County, Florida, a political subdivision of the State of Florida shall comply with all of the provisions and Federal regulations listed in this Attachment F.

By:  Date: 11/16/21

Name: Dr. Martha Santiago

Title: Chair

H.14



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### Attachment G – Reports

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

1. **Monthly Progress Report** must be submitted to DEO ten (10) calendar days after the end of each month.
2. A **Quarterly Progress Report** must be submitted to DEO on forms to be provided by DEO no later than the 10<sup>th</sup> of every April, July, October and January.
3. A **Contract and Subcontract Activity** form, Form HUD-2516, currently available at [https://www.hud.gov/sites/documents/DOC\\_36660](https://www.hud.gov/sites/documents/DOC_36660); which is incorporated herein by reference, must be submitted by April 15 and October 15 each year through the DEO's SERA reporting system. The form must reflect all contractual activity for the period, including Minority Business Enterprise and Woman Business Enterprise participation. If no activity has taken place during the reporting period, the form must indicate "no activity".

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

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

4. In accordance with 2 CFR part 200, should the Subrecipient meet the threshold for submission of a single or program specific audit, the audit must be conducted in accordance with 2 CFR part 200 and submitted to DEO no later than nine months from the end of the Subrecipient's fiscal year. If the Subrecipient did not meet the audit threshold, an **Audit Certification Memo** must be provided to DEO no later than nine months from the end of the Subrecipient's fiscal year.
5. A copy of the **Audit Compliance Certification** form, Attachment J, must be emailed to [audit@deo.myflorida.com](mailto:audit@deo.myflorida.com) within sixty (60) calendar days of the end of each fiscal year in which this subgrant was open.
6. The **Section 3 Summary Report**, form HUD-60002, must be completed and submitted through DEO's SERA reporting system by July 31, annually. The form must be used to report annual accomplishments regarding employment and other economic opportunities provided to persons and businesses that meet Section 3 requirements.
7. Request for Funds must be submitted as required by DEO and in accordance with the ***Project Description and Deliverables, Project Detail Budget and Activity Work Plan***.
8. All forms referenced herein are available online or upon request from DEO's grant manager for this Agreement.

## **Attachment H – Warranties and Representations**

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### **Financial Management**

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

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

### **Competition**

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

### **Codes of Conduct**

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

### **Business Hours**

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

### **Licensing and Permitting**

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

## **Attachment I – Audit Requirements**

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

### **MONITORING**

In addition to reviews of audits conducted in accordance with 2 CFR 200 Subpart F - Audit Requirements, and section 215.97, F.S., as revised (see "AUDITS" below), monitoring procedures may include, but not be limited to, on-site visits by DEO staff, limited scope audits as defined by 2 CFR §200.425, or other procedures. By entering into this Agreement, the Subrecipient agrees to comply and cooperate with any monitoring procedures or processes deemed appropriate by DEO. In the event DEO determines that a limited scope audit of the Subrecipient is appropriate, the Subrecipient agrees to comply with any additional instructions provided by DEO staff to the Subrecipient regarding such audit. The Subrecipient further agrees to comply and cooperate with any inspections, reviews, investigations or audits deemed necessary by the Chief Financial Officer (CFO) or Auditor General.

### **AUDITS**

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

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

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

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

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

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

### PART III: OTHER AUDIT REQUIREMENTS

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

N/A

### PART IV: REPORT SUBMISSION

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

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

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

- a. DEO at each of the following addresses:

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

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

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

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

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

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

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

or

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

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

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

**Exhibit 1 to Attachment I – Funding Sources**

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

**Federal Awarding Agency:** U.S. Department of Housing and Urban Development

**Federal Funds Obligated to Subrecipient:** \$1,060,000.00

**Catalog of Federal Domestic Assistance Title:** Community Development Block Grants/State’s Program and Non-Entitlement Grants in Hawaii

**Catalog of Federal Domestic Assistance Number:** 14.228

**Project Description:**

*This is not a research and development award.*

Funding is being provided for Polk County, Florida, a political subdivision of the State of Florida in the amount of \$1,060,000.00 in CDBG-MIT (Community Development Block Grant – Mitigation) to implement the Polk County Specialty Care/Indigent Healthcare Roof Replacement Project. The purpose of this project is to replace approximately 106,000 square feet of flat roofing material with high efficiency and high wind rated product.

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

**Federal Program**

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

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

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

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

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

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

**Attachment J – Audit Compliance Certification**

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

Subrecipient:

FEIN:

Subrecipient's Fiscal  
Year:

Contact Name:

Contact's Phone:

Contact's Email:

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

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

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

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

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

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

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

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

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

Signature of Authorized Representative

Date

Printed Name of Authorized Representative

Title of Authorized Representative

**Attachment K – Subrecipient Enterprise Resource Application (SERA) Form**

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**Attachment K will be provided after execution of this Agreement**

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

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

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

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

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

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

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

**(E)** Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708). Where applicable, all contracts awarded by the non-Federal entity in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to

construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

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

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

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

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

**(J)** See 200.323 - Procurement of Recovered Materials.

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

**(L)** See 200.322 – Domestic Preferences for procurements.

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

**Attachment M**

**State of Florida  
Department of Economic Opportunity  
Federally Funded  
Community Development Block Grant  
Disaster Recovery (CDBG-MIT) Subrogation Agreement**

This Subrogation and Assignment Agreement (“Agreement”) is made and entered into by and between Polk County, Florida, a political subdivision of the State of Florida (hereinafter referred to as “Subrecipient”) and the State of Florida, Department of Economic Opportunity (hereinafter referred to as “DEO”).

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

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

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

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

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

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

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

1. If the Subrecipient has received full payment of the Grant Proceeds, any Subsequent DOB Proceeds shall be retained by DEO.
2. If the Subrecipient has received no payment of the Grant Proceeds, any Subsequent DOB Proceeds shall be used by DEO to reduce payments of the Grant Proceeds to the Subrecipient, and all Subsequent DOB Proceeds shall be returned to the Subrecipient.
3. If the Subrecipient has received a portion of the Grant Proceeds, any Subsequent DOB Proceeds shall be used, retained and/or disbursed in the following order: (A) Subsequent DOB Proceeds shall first be used to reduce the remaining payments of the Grant Proceeds, and Subsequent DOB Proceeds in such amount shall be returned to the Subrecipient; and (B) any remaining Subsequent DOB Proceeds shall be retained by DEO.
4. If DEO makes the determination that the Subrecipient does not qualify to participate in the CDBG-MIT Program or the Subrecipient determines not to participate in the CDBG-MIT Program, the Subsequent DOB Proceeds shall be returned to the Subrecipient, and this Agreement shall terminate.

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

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

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

~ Remainder of this page is intentionally left blank ~

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

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

**POLK COUNTY, FLORIDA, a political  
subdivision of the State of Florida**

**DEPARTMENT OF ECONOMIC  
OPPORTUNITY**

By   
Signature  
Dr. Martha Santiago

By   
Signature  
**Dane Eagle**

Title Chair

Title Secretary

Date 11/16/21

Date 12/21/2021

**AMENDMENT ONE  
TO THE FEDERALLY FUNDED  
COMMUNITY DEVELOPMENT BLOCK GRANT  
MITIGATION PROGRAM (CDBG-MIT)  
SUBRECIPIENT AGREEMENT**

On December 21, 2021, the State of Florida, Department of Economic Opportunity (“DEO”), and POLK COUNTY, BOCC (“Grantee”) entered into Agreement I0176 (“Agreement”). DEO and the Subrecipient may individually be referred to herein as a “Party” or collectively as the “Parties”.

**WHEREAS**, Section 5, Modification of Agreement, of the Agreement provides that any amendment to the Agreement shall be in writing executed by the Parties thereto; and

**WHEREAS**, the Parties wish to amend the Agreement as set forth herein.

**NOW THEREFORE**, in consideration of the mutual covenants and obligations set forth herein, the receipt and sufficiency of which are hereby acknowledged, the Parties agree to the following:

1. **Section 15**, Citizen Complaints, is hereby deleted in its entirety and replaced with the following:

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

The Subrecipient will handle citizen complaints by:

- (a) Conducting investigations, as necessary;
- (b) Finding a resolution; or
- (c) Conducting follow-up actions.

**Program Appeals**

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

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

Citizens may file a written complaint or appeal with the Office of Long-Term Resiliency by email at [CDBG-DR@deo.myflorida.com](mailto:CDBG-DR@deo.myflorida.com) or by mail to the following address:

Attention: Office of Long-Term Resiliency  
Florida Department of Economic Opportunity  
107 East Madison Street  
The Caldwell Building, MSC 420  
Tallahassee, Florida 32399

**HUD Complaints**

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

Department of Housing & Urban Development  
Charles E. Bennet Federal Building  
400 West Bay Street, Suite 1015  
Jacksonville, FL 32202

**Fair Housing Complaints**

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

2. All other terms and conditions remain in effect.

**~ Remainder Left Intentionally Blank ~**

IN WITNESS HEREOF, by signature below, the Parties agree to abide by the terms, conditions, and provisions of DEO Agreement Number I0176, as amended. This Amendment is effective on the date the last Party signs this Amendment.

<b>POLK COUNTY</b>	<b>DEPARTMENT OF ECONOMIC OPPORTUNITY</b>
SIGNED: 	SIGNED:
<b>Martha Santiago</b>	<b>DANE EAGLE</b>
<b>CHAIR</b>	<b>SECRETARY</b>
DATE: <b>7/5/22</b>	DATE:



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

**OFFICE OF GENERAL COUNSEL  
DEPARTMENT OF ECONOMIC OPPORTUNITY**

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

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

**AMENDMENT TWO  
TO THE FEDERALLY FUNDED  
COMMUNITY DEVELOPMENT BLOCK GRANT  
MITIGATION PROGRAM (CDBG-MIT)  
SUBRECIPIENT AGREEMENT**

On **December 21, 2021**, the State of Florida, Department of Commerce (“Commerce”), formerly known as the Florida Department of Economic Opportunity, and **Polk County, Florida** (“Subrecipient”) entered into agreement **I0176** (“Agreement”). Commerce and the Subrecipient may individually be referred to herein as a “Party” or collectively as the “Parties”.

**WHEREAS**, Section 5, Modification of Agreement, of the Agreement provides that any amendment to the Agreement shall be in writing executed by the Parties thereto; and

**WHEREAS** the Agreement was amended on **September 27, 2022**; and

**WHEREAS** the Parties wish to amend the Agreement as set forth herein.

**NOW THEREFORE**, in consideration of the mutual covenants and obligations set forth herein, the receipt and sufficiency of which are hereby acknowledged, the Parties agree to the following:

1. On July 1, 2023, the Florida Department of Economic Opportunity was renamed to the Florida Department of Commerce. Effective July 1, 2023, all references throughout the Agreement to “Department of Economic Opportunity” or “DEO” are replaced with “Department of Commerce” or “Commerce” as appropriate.
2. **Section 28, Employment Eligibility Verification**, is hereby deleted in its entirety and replaced with the following:
  - A. E-Verify is an Internet-based system that allows an employer, using information reported on an employee’s Form I-9, Employment Eligibility Verification, to determine the eligibility of all new employees hired to work in the United States. There is no charge to employers to use E-Verify. The Department of Homeland Security’s E-Verify system can be found at: <https://www.e-verify.gov/>.
  - B. In accordance with section 448.095, F.S., the State of Florida expressly requires the following:
    - (1) Every public agency and its contractors and subcontractors shall register with and use the E-Verify system to verify the work authorization status of all newly hired employees. A public agency or a contractor or subcontractor thereof may not enter into a contract unless each party to the contract registers with and uses the E-Verify system.
    - (2) An employer shall verify each new employee’s employment eligibility within three (3) business days after the first day that the new employee begins working for pay as required under 8 CFR 274a. Beginning July 1, 2023, a private employer with 25 or more employees shall use the E-Verify system to verify a new employee’s employment eligibility.

- C. If an entity does not use E-Verify, the entity shall enroll in the E-Verify system prior to hiring any new employee or retaining any contract employee after the effective date of this Agreement.
3. **Attachment A, Project Description and Deliverables**, is hereby deleted in its entirety and replaced with the attached Attachment A.
4. **Attachment G, Reports, Section 3**, is hereby deleted in its entirety and replaced with the following:
3. The Subrecipient shall closeout its use of the CDBG-MIT funds and its obligations under this Agreement by complying with the closeout procedures in 2 CFR 200.344. Activities during this close-out period may include, but are not limited to making final payments, disposing of program assets (including the return of all unused materials, equipment, unspent cash advances, program income balances and accounts receivable to the Subrecipient) and determining the custodianship of records.

Notwithstanding the terms of 2 CFR 200.344, upon the expiration of this Agreement, the Subrecipient shall transfer to the recipient any CDBG-MIT funds on hand at the time of expiration and any accounts receivable attributable to the use of CDBG-MIT funds. Further, any real property under the Subrecipient's control that was acquired or improved in whole or in part with CDBG-MIT funds (including CDBG-MIT funds provided to the Subrecipient in the form of a loan) shall be treated in accordance with 24 CFR 570.503(b)(7).

5. **Attachment G, Reports, Section 6**, is hereby deleted in its entirety and replaced with the following:
6. Section 3 Quarterly Reporting Requirements. Reporting of labor hours for Section 3 projects must comply with 24 CFR 75.25(a). Subrecipients must report the following: (i) the total number of labor hours worked; (ii) the total number of labor hours worked by Section 3 workers; and (iii) the total number of labor hours worked by Targeted Section 3 workers. If Section 3 benchmarks are not met, the subrecipient's qualitative efforts must be reported in a manner required by 24 CFR 75.25(b).

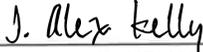
Subrecipients shall provide Section 3 Reporting quarterly to Commerce by the 10th of each quarter (January 10, April 10, July 10, and October 10). For Section 3 Reporting, Subrecipients should complete and return the Project Implementation Plan template to Commerce.

6. All other terms and conditions of the Subrecipient Agreement not otherwise amended remain in full force and effect.

**Remainder Left Intentionally Blank**

Commerce Agreement Number: I0176

**IN WITNESS HEREOF**, by signature below, the Parties agree to abide by the terms, conditions, and provisions of Commerce Agreement Number **I0176**, as amended. This Amendment is effective on the date the last Party signs this Amendment.

<b>POLK COUNTY, FLORIDA</b>	<b>FLORIDA DEPARTMENT OF COMMERCE</b>
SIGNED: 	SIGNED: 
<b>W. C. Braswell</b>	<b>J. ALEX KELLY</b>
<b>BOARD CHAIRMAN</b>	<b>SECRETARY</b>
DATE: 	DATE: 6/24/2024

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

**OFFICE OF GENERAL COUNSEL  
FLORIDA DEPARTMENT OF COMMERCE**

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

Approved Date: 6/24/2024

## Attachment A – Project Description and Deliverables

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### 1. PROGRAM DESCRIPTION:

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

In February 2021, HUD announced an additional \$46,900,000 in federal mitigation funding for Florida communities that experienced a major disaster in 2018, raising the total CDBG-MIT allocation to \$680,385,000. (86 FR 561).

This award has been granted under the **Critical Facility Hardening Program**. Projects eligible for funding under this program must harden critical buildings that serve a public safety purpose for local communities. Critical buildings include:

1. Potable water facilities
2. Wastewater facilities
3. Police departments
4. Fire departments
5. Hospitals
6. Emergency operation centers
7. Emergency shelters

### 2. PROJECT DESCRIPTION:

Polk County, Florida Board of County Commissioners has been awarded **One Million, Sixty Thousand Dollars and Zero Cents (\$1,060,000.00)** in CDBG-MIT (Community Development Block Grant – Mitigation) funding to implement the Polk County Specialty Care/Children' Home Society Roof Replacement Project.

This project is to replace flat roofing material with high efficiency and high wind rated product. This replacement will harden the Specialty Care Building, the Children' Home Society building, and the Risk Management Building to withstand higher wind ratings and ensure water tightness during a hurricane or tornado, as well as meet Florida Building Code.

This project satisfies the Urgent Needs (UN) National Objectives requirements.

There are no leveraged or matching funds included in this project.

### 3. SUBRECIPIENT RESPONSIBILITIES:

- A. Complete and submit the below items to Commerce within thirty (30) calendar days of execution of the agreement:
  1. Organizational chart with contact information.

2. Job descriptions for Subrecipient's employees, contracted staff, vendors, and contractors. If staffing changes, there must be a submittal stating the names and job descriptions on the monthly report deadline.
3. Attachment B, Project Budget – Develop and submit to Commerce a detailed budget for implementation of the project.
4. Attachment C, Activity Work Plan – Develop and submit to Commerce a detailed timeline for implementation consistent with the milestones outlined in the Mitigation Program Guidelines.

Should any changes to the organizational chart, Attachment B or Attachment C be deemed necessary, an updated plan must be submitted to Commerce with your monthly report for review and approval by the Commerce Grant Manager.

- B. Develop and submit a copy of the following policies and procedures to the Commerce Grant Manager for review and approval within thirty (30) calendar days of Agreement execution. The Commerce Grant Manager will provide approval in writing prior to the policies and procedures being implemented.
  - a. Procurement policies and procedures that incorporate 2 CFR 200.317-327.
  - b. Administrative financial management policies, which must comply with all applicable HUD CDBG-MIT and State of Florida rules.
  - c. Quality assurance and quality control system policies and procedures that comply with all applicable HUD CDGB-MIT and Commerce policies.
  - d. Policies and procedures to detect and prevent fraud, waste and abuse that describe how the subrecipient will verify the accuracy of monitoring policy indicating how and why monitoring is conducted, the frequency of monitoring policy, and which items will be monitored, and procedures for referring instances of fraud, waste and abuse to HUD IOG Fraud Hotline (phone: 1-800-347-3735 or email [hotline@hudoig.gov](mailto:hotline@hudoig.gov)).
- C. Attend fraud related training offered by HUD OIG to assist in the proper management of the CDBG-MIT grant funds when available.
- D. Upload required documents into a system of record provided by Commerce.
- E. Maintain organized subrecipient agreement files and make them accessible to Commerce or its representatives, upon request.
- F. Comply with all terms and conditions of the subrecipient agreement, Mitigation Program Guidelines, Action Plans, Action Plan amendments, and Federal, State, and local laws.
- G. Provide copies of all proposed procurement documents to Commerce ten (10) business days prior to posting as detailed in Attachment D of Subrecipient Agreement. The proposed procurement documents will be reviewed and approved by the Commerce Grant Manager. Should the procurement documents require revisions based on state or federal requirements, Subrecipient will be required to postpone procurement and submit revised documents for review and approval.
- H. Provide the following information on a quarterly basis within ten (10) calendar days after the end of each quarter: Monthly and Quarterly Reports as detailed in Attachment G.
- I. Close out report will be due no later than sixty (60) calendar days after this Agreement ends or is otherwise terminated.
- J. Subrecipient shall provide pictures to document progress and completion of tasks and final project.

**4. ELIGIBLE TASKS AND DELIVERABLES:**

**A. Deliverable 1 – Construction**

Subrecipient shall hire Florida licensed contractor to:

1. Remove and properly dispose of the existing Children’s Home Society Building Roof and roofing materials and replace with Duro-Last roofing materials, or equivalent products, and of like dimensions. Installation shall be in compliance with the construction contract and in a manner that meets or exceeds Florida Building Code or all applicable city and federal building codes, whichever is most stringent.
2. Remove and properly dispose of the existing Risk Management Building Upper Flat Roof and roofing materials and replace with Duro-Last roofing materials, or equivalent products, and of like dimensions. Installation shall be in compliance with the construction contract and in a manner that meets or exceeds Florida Building Code or all applicable city and federal building codes, whichever is most stringent.
3. Remove and properly dispose of the existing Risk Management Building Metal Roof and roofing materials and replace with Duro-Last roofing materials, or equivalent products, and of like dimensions. Installation shall be in compliance with the construction contract and in a manner that meets or exceeds Florida Building Code or all applicable city and federal building codes, whichever is most stringent.
4. Remove and properly dispose of the existing Specialty Care Building Roof and roofing materials and replace with Duro-Last roofing materials, or equivalent products, and of like dimensions. Installation shall be in compliance with the construction contract and in a manner that meets or exceeds Florida Building Code or all applicable city and federal building codes, whichever is most stringent.

**5. DELIVERABLES:**

Subrecipient agrees to provide the following services as specified:

<b>Deliverable No. 1 – Construction</b>		
<b>Tasks:</b>	<b>Minimum Level of Service:</b>	<b>Financial Consequences:</b>
Subrecipient shall complete tasks as detailed in Section 4.A. of the Scope of Work.	Subrecipient may request reimbursement upon completion of the tasks listed in Section 4.A. of this Scope of Work or completion of construction at 10%, 20%, 30%, 40%, 50%, 60%, 70%, 80%, 90% and closeout evidenced by submittal of the following documentation: <ol style="list-style-type: none"> <li>1. AIA form G702 or its substantive equivalent, completed by the contractor.</li> <li>2. Photographs of the completed project, or progress made; and</li> <li>3. Invoice package in accordance with Section 7 of this Scope of Work</li> </ol>	Failure to complete the Minimum Level of Service as specified shall result in non-payment for this deliverable for each payment request.
		<b>Deliverable 1 Total \$1,060,000.00</b>
<b>TOTAL PROJECT COST NOT TO EXCEED: \$1,060,000.00</b>		

**6. COMMERCE RESPONSIBILITIES:**

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

**7. INVOICE SUBMITTAL:**

Commerce shall reimburse the Subrecipient in accordance with Section 5, above. In accordance with the Funding Requirements of s. 215.971(1), F.S. and Section (20) of this Agreement, the Subrecipient and its subcontractors may only expend funding under this Agreement for allowable costs resulting from obligations incurred during this Agreement. To be eligible for reimbursement, costs must be in compliance with laws, rules and regulations applicable to expenditures of State funds, including, but not limited to, the Reference Guide for State Expenditures: (<https://myfloridacfo.com/docs-sf/accounting-and-auditing-libraries/state-agencies/referenceguideforstateexpenditures4a8dd8e7f6fd4eaeb3eb12363d341f74.pdf>).

- A. Subrecipient shall provide one invoice per month for services rendered during the applicable period of time as defined in the deliverable table. In any month no deliverable has been completed, the subrecipient will provide notice that no invoicing will be submitted.
- B. The following documents shall be submitted with the itemized invoice:
  - 1. A cover letter signed by Subrecipient's Agreement Manager certifying that the costs being claimed in the invoice package: (1) are specifically for the project represented to the State in the budget appropriation; (2) are for one or more of the components as stated in Section 5, DELIVERABLES, of this SCOPE OF WORK; (3) have been paid; and (4) were incurred during this Agreement.
  - 2. Subrecipient's invoices shall include the date, period in which work was performed, amount of reimbursement, and work completed to date.
  - 3. A certification by a licensed professional using AIA forms G702 and G703, or their substantive equivalents, certifying that the project, or a quantifiable portion of the project, is complete. Include if applicable to your program.
  - 4. Photographs of the project in progress and completed work.
  - 5. A copy of all supporting documentation for vendor payments.
  - 6. A copy of the bank statement that includes the cancelled check or evidence of electronic funds transfer. The State may require any other information from Subrecipient that the State deems necessary to verify that the services have been rendered under this Agreement.
  - 7. If the Subrecipient is a county or municipality that is a rural community or rural area of opportunity as those terms are defined in section 288.0656(2), F.S., the payment of submitted invoices may be issued for verified and eligible performance that has been completed in accordance with the terms and conditions set forth in this Agreement to the extent that federal or state law, rule, or other regulations allows such payments. Upon meeting either of the criteria set forth below, the subrecipient may elect in writing to exercise this provision.
    - a. A county or municipality that is a rural community or rural area of opportunity as those terms are defined in section 288.0656(2), F.S., that demonstrates financial hardship; or

Commerce Agreement Number: I0176

- b. A county or municipality that is a rural community or rural area of opportunity as those terms are defined in section 288.0656(2), F.S., and which is located in a fiscally constrained county, as defined in section 218.67(1), F.S. If the Subrecipient meets the criteria set forth in this paragraph, then the Subrecipient is deemed to have demonstrated financial hardship.
- C. The Subrecipient's invoice and all documentation necessary to support payment requests must be submitted into Commerce's Subrecipient Management Reporting Application (SERA). Further instruction on SERA invoicing and reporting, along with a copy of the invoice template, will be provided upon execution of the agreement.

April 7, 2025

**POLK COUNTY, A POLITICAL SUBDIVISION OF  
THE STATE OF FLORIDA**

**ADDENDUM # 1  
BID # 25-205, POLK COUNTY SPECIALTY CARE AND CHILDREN HOME  
SOCIETY ROOF REPLACEMENT**

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This addendum is issued to clarify, add to, revise and/or delete items of the Bid Document for this work. This Addendum is a part of the Bid Document and acknowledgment of its receipt shall be noted on the Addendum.

Contained within this addendum: Rescheduled Pre-Bid Meeting/Site-Visit.

The **MANDATORY** pre-bid meeting and site-visit scheduled for Thursday, April 10, 2025 has been **rescheduled**. Please see below for revised information:

A **MANDATORY** pre-bid meeting will be held **Tuesday, April 15, 2025, at 9:00 a.m.** in the Specialty Care/Children Home Society Building, located at 2135 Marshall Edwards Drive, Bartow, FL 33830. A **MANDATORY** site visit will immediately follow. An authorized representative or agent of the Bidder must be present at this meeting, as evidenced by their signature on the meeting's sign-in sheet, or the Bidder's Submittal will be considered non-responsive.

Respectfully,

*Tabatha Shirah*

Procurement Analyst  
Procurement Division

**This Addendum sheet should be signed and submitted with your bid submittal. This is the only acknowledgment required.**

Signature \_\_\_\_\_  
Printed Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Company: \_\_\_\_\_

April 15, 2025

**POLK COUNTY, A POLITICAL SUBDIVISION OF  
THE STATE OF FLORIDA**

**ADDENDUM # 2  
BID # 25-205, POLK COUNTY SPECIALTY CARE AND CHILDREN HOME  
SOCIETY ROOF REPLACEMENT**

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This addendum is issued to clarify, add to, revise and/or delete items of the Bid Document for this work. This Addendum is a part of the Bid Document and acknowledgment of its receipt shall be noted on the Addendum.

Contained within this addendum: Additional site-visit information.

**Non-mandatory** additional site-visit will be held Wednesday, April 16, 2025, at 8:00 a.m. in the Specialty Care/Children Home Society Building, located at 2135 Marshall Edwards Drive, Bartow, FL 33830

Only those roofing contractors who attended the Mandatory Pre-Bid/ Site Visit held on Tuesday, April 15, 2025 are eligible to submit a bid. The purpose of this site-visit is to allow vendors to bring subcontractors, take measurements, samples, etc. if they were unable to at the mandatory.

Respectfully,

*Tabatha Shirah*

Procurement Analyst  
Procurement Division

**This Addendum sheet should be signed and submitted with your bid submittal. This is the only acknowledgment required.**

Signature

Printed Name:

Title:

Company:

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April 24, 2025

**POLK COUNTY, A POLITICAL SUBDIVISION OF  
THE STATE OF FLORIDA**

**ADDENDUM # 3  
BID # 25-205, POLK COUNTY SPECIALTY CARE AND CHILDREN HOME  
SOCIETY ROOF REPLACEMENT**

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This addendum is issued to clarify, add to, revise and/or delete items of the Bid Document for this work. This Addendum is a part of the Bid Document and acknowledgment of its receipt shall be noted on the Addendum.

Contained within this addendum: Additional site-visit information.

**Non-mandatory** additional site-visit will be held Wednesday, April 30, 2025, at 8:00 a.m. in the Specialty Care/Children Home Society Building, located at 2135 Marshall Edwards Drive, Bartow, FL 33830

Only those roofing contractors who attended the Mandatory Pre-Bid/ Site Visit held on Tuesday, April 15, 2025 are eligible to submit a bid. The purpose of this additional site-visit is to allow vendors to bring subcontractors, take measurements, samples, etc. if they were unable to at the previous site-visits.

Respectfully,

*Tabatha Shirah*

Procurement Analyst  
Procurement Division

**This Addendum sheet should be signed and submitted with your bid submittal. This is the only acknowledgment required.**

Signature

Printed Name:

Title:

Company:

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April 30, 2025

**POLK COUNTY, A POLITICAL SUBDIVISION OF  
THE STATE OF FLORIDA**

**ADDENDUM # 4  
BID # 25-205, POLK COUNTY SPECIALTY CARE AND CHILDREN HOME  
SOCIETY ROOF REPLACEMENT**

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This addendum is issued to clarify, add to, revise and/or delete items of the Bid Document for this work. This Addendum is a part of the Bid Document and acknowledgment of its receipt shall be noted on the Addendum.

Contained within this addendum: Question and answer

**The question deadline has expired.**

Respectfully,

*Tabatha Shirah*

Procurement Analyst  
Procurement Division

**This Addendum sheet should be signed and submitted with your bid submittal. This is the only acknowledgment required.**

Signature

Printed Name:

Title:

Company:

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**BID # 25-205, POLK COUNTY SPECIALTY CARE AND CHILDREN HOME  
SOCIETY ROOF REPLACEMENT**

**Addendum # 4**

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**Q1:** Are there other acceptable roof manufacturers besides Durolast? If yes, are Johns Manville, GAF, Carlsile, or Soprema acceptable manufacturers for this project?

**A1:** No, Duro-Last is the only acceptable roof manufacturer for this project.