

REQUIREMENTS FOR HOUSE REPLACEMENT FEDERALLY FUNDED PROJECTS**PROJECT NAME:****Rennie Gayle Mason 208 NW 12th. Drive, South Bay, Fl. 33493**

This project is funded in part, or in whole, with Federal funds and is subject to the requirements listed below. The requirements contained in this document are intended to cooperate with, to supplement, and to modify the general conditions and other specifications for this project. In case of disagreement with any other section of this bid document/contract, the requirements contained herein shall govern. **Note: This document must be included in the bid documents for this project, and it must be made part of the contract/subcontracts for the project.**

1. General Requirements:

The following requirements are attached:

- Notice of Requirement for Affirmative Action to Ensure Equal Employment Opportunity (Executive Order 11246)
- Equal Employment Opportunity Clause for Contracts Subject to Executive Order 11246
- Standard Federal Equal Employment Opportunity Construction Contract Specifications (Executive Order 11246)
- Public Entity Crimes - Section 287.133, Florida Statute
- Bonding Requirements
- Section 109 Housing and Community Development Act of 1974
- Nondiscrimination under the Age Discrimination Act of 1975, As Amended
- Title VI of the Civil Rights Act of 1964
- Section 3 Clause
- Lead-based Paint Poisoning Prevention Act
- Compliance with Clean Air and Water Acts

2. Forms to be completed and submitted by all bidders with their bids:

The following forms are attached:

- Non-collusion Affidavit of Prime Bidder
- Anti-kickback Affidavit
- Certification of Eligibility of General Contractor
- Certification of Non-segregated Facilities
- Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion of Sucontractors
- Workforce Projection

3. Reports to be submitted to DHES by Subrecipient/ Contractor after contract award:

Contract Award Report (HUD Form 2516) to be submitted as follows:

- with the first payment request, but no later than September 30 of the year during which the construction contract was awarded, and
- with the final payment request

Section 3 Report – to be submitted with the final payment request

4. Davis-Bacon Act:

Federal labor standards provisions of the Davis-Bacon Act apply to construction projects valued over \$2,000. Attached are the pertinent forms:

- Display of Posters
- Federal Labor Standards Provisions - Form HUD-4010
- Guidance to Contractor for Compliance with Labor Standards Provisions
- The applicable wage decision(s) shown below are attached:

Wage Decision(s) No.:

**NOTICE OF REQUIREMENT FOR AFFIRMATIVE ACTION
TO ENSURE EQUAL EMPLOYMENT OPPORTUNITY
(EXECUTIVE ORDER 11246)**

1. The Bidder’s attention is called to the “Equal Opportunity Clause” and the “Standard Federal Equal Employment Specification” set forth herein.
2. The goals and timetables for minority and female participation, expressed in percentage terms for the Contractor’s aggregate workforce in each trade on all construction work in the covered area, are as follows:

Timetables	Goals for minority participation for each trade	Goals for female participation in each trade
	22.4%	6.9%
Area covered:	Palm Beach County	All trades for the life of the project

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

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

3. The Contractor shall provide written notifications to the Director of the Office of Federal Contract Compliance Programs within 10 working days of award of any construction subcontract in excess of \$10,000 at any tier for construction work under the contract resulting from this solicitation. The notification shall list the name, address and telephone number of the subcontractor; employer identification number of the subcontractor; estimated dollar amount of the subcontract; estimated starting and completion dates of the subcontract is to be performed.
4. As used in this Notice, and in the contract resulting from this solicitation, the “covered area” is Palm Beach County, Florida.

EQUAL EMPLOYMENT OPPORTUNITY CLAUSE
FOR CONTRACTS SUBJECT TO EXECUTIVE ORDER 11246

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 compensating; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of this nondiscrimination clause.
2. The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, 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 by the agency contracting officer, advising the labor union or workers' representative of the contractor's commitments under section 202 of Executive Order 11246 of September 24, 1965, 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 the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the contracting agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
6. In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of such rules, regulations, or orders, this contract may be canceled, terminated or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts in accordance with procedures authorized in Executive Order 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 provisions of paragraphs (1) through (7) in every subcontract or purchase order unless exempted by rules, regulations, or order of the Secretary of Labor 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 may be directed by the Secretary of Labor as a means of enforcing such provisions including sanctions for noncompliance: Provided, however, that in the event the contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

STANDARD FEDERAL EQUAL EMPLOYMENT OPPORTUNITY
CONSTRUCTION CONTRACT SPECIFICATIONS
(EXECUTIVE ORDER 11246)

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

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

- d. Provide immediate written notification to the Director when the union or unions with which the Contractor has a collective bargaining agreement has not referred to the Contractor a minority person or woman sent by the Contractor, or when the Contractor has other information that the union referral process has impeded the Contractor's efforts to meet its obligations.
- e. Develop on-the-site-job training opportunities and/or participate in training programs for the area which expressly include minorities and women, including upgrading programs and apprenticeship and trainee programs relevant to the Contractor's employment needs, especially those programs funded or approved by the Department of Labor. The Contractor shall provide notice of these programs to the sources compiled under 7a above.
- f. Disseminate the Contractor's EEO policy by providing notice of the policy to unions and training programs and requesting their cooperation in assisting the Contractor in meeting its EEO obligations; by including it in any policy manual and collective bargaining agreement; by publicizing it in the company newspaper; annual report, etc.; by specific review of the policy with all management personnel and with all minority and female employees at least once a year; and by posting the company EEO policy on bulletin boards accessible to all employees at each location where construction work is performed.
- g. Review, at least annually, the company's EEO policy and affirmative action obligations under these specifications with all employees having any responsibility for hiring, assignment, layoff, termination or other employment decisions including specific review of these items with onsite supervisory personnel such as Superintendents, General Foremen, etc., prior to the initiation of construction work at any job site. A written record shall be made and maintained identifying the time and place of these meetings, persons attending, subject matter discussed, and disposition of the subject matter.
- h. Disseminate the Contractor's EEO policy externally by including it in any advertising in the news media, specifically including minority and female news media, and providing written notification to and discussing the Contractor's EEO policy with other Contractors and Subcontractors with whom the Contractor does or anticipates doing business.
- i. Direct its recruitment efforts, both oral and written, to minority, female and community organizations, to schools with minority and female students and to minority and female recruitment and training organizations serving the Contractor's recruitment area and employment needs. Not later than one month prior to the date for the acceptance of applications for apprenticeship or other training by any recruitment source, the Contractor shall send written notification to organizations such as the above, describing the openings, screening procedures, and tests to be used in the selection process.
- j. Encourage present minority and female employees to recruit other minority persons and women and, where reasonable, provide after school, summer and vacation employment to minority and female youth both on the site and in other areas of a Contractor's work force.
- k. Validate all tests and other selection requirements where there is an obligation to do so under 41 CFR Part 60-3.

12. The Contractor shall carry out such sanctions and penalties for violation of these specifications and of the Equal Opportunity Clause, including suspension, termination and cancellation of existing subcontracts as may be imposed or ordered pursuant to Executive Order 11246, as amended, and its implementing regulations, by the Office of Federal Contract Compliance Programs. Any Contractor who fails to carry out such sanctions and penalties shall be in violating of these specifications and Executive Order 11246, as amended.
13. The Contractor, in fulfilling its obligations under these specifications, shall implement specific affirmative action steps, at last as extensive as those standards prescribed I paragraph 7 of these specifications, so as to achieve maximum results from its efforts to ensure equal employment opportunity. If the Contractor fails to company with the requirements of the Executive Order, the implementing regulations, or these specifications, the Director shall proceed in accordance with 41 CFR 60-4.8.
14. The Contractor shall designate a responsible official to monitor all employment related activity to ensure that the company EEO policy is being carried out; to submit reports relating to the provisions hereof as may be required by the Government and to keep records. Records shall at least include for each employee the name, address, telephone numbers, construction trade, union affiliation if any, employee identification number when assigned, social security number, race, sex, status (e.g., mechanic, apprentice trainee, helper, or laborer), dates of changes in status, hours worked per week in the indicated trade, rate of pay, and locations at which the work was performed. Records shall be maintained in an easily understandable and retrievable form; however, to the degree that existing records satisfy this requirement, contractors shall not be required to maintain separate records.
15. Nothing herein provided shall be construed as a limitation upon the application of other laws which establish different standards of compliance or upon the application of requirements for the hiring of local or other area residents (e.g. those under the Public Works Employment Act of 1977 and the Community Development Block Grant Program).

PUBLIC ENTITY CRIMES

As provided in F.S. 287.133 by entering into this contract or performing any work in furtherance hereof, the contractor certifies that it, its affiliates, suppliers, subcontractors and consultants who will perform hereunder, have not been placed on the convicted vendor list maintained by the State of Florida Department of Management Services within the 36 months immediately preceding the date hereof. This notice is required by F.S. 287.133 (3)(a)."

SECTION 109 HOUSING AND COMMUNITY DEVELOPMENT ACT OF 1974

The Nondiscrimination Clause of the Housing and Community Development Act of 1974 applies to all sections of Title 1 of the Act.

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

The contractor certifies that the above Section 109 statement forms part of the contract and is in compliance with Section 570.601 of the Community Development Block Grant Regulations.

NONDISCRIMINATION UNDER THE AGE DISCRIMINATION ACT OF 1975, AS AMENDED

To the extent required by law, the Contractor shall comply with the requirements of the Age Discrimination Act of 1975 (P.L. 94-135), as amended, which provides that no person in the United States shall, on the basis of age, be excluded from the participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance.

TITLE VI OF THE CIVIL RIGHTS ACT OF 1964

To the extent applicable to this agreement, the contractor will comply with, and agrees to include this provision in every subcontract:

Title VI of the Civil Rights Act of 1964 (P. L. 88-352), and the regulations issued pursuant thereto (24 CFR Part 1), which provides that 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 for which the applicant receives Federal financial assistance and will immediately take any measures necessary to effectuate This assurance/ If any real property or structure thereon is provided or improved with the aid of Federal financial assistance extended to the applicant, this assurance shall obligate the applicant, or in the case of any transfer of such property, any transferee, for the period during which the real property or structure 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.

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. 170 lu (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 requirements 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 commitment 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.

WORK ON NIGHTS, WEEKENDS, AND HOLIDAYS

Neither the prime contractor nor any subcontractor shall be allowed to perform one hundred percent (100%) of their work on this project on nights, weekends, or Palm Beach County recognized holidays. The prime contractor and all subcontractors shall, at a minimum, perform work on this project for the duration of one regular working day. The prime contractor may request a waiver to the above requirement should the nature of the project so necessitate.

BONDING REQUIREMENTS
CONSTRUCTION CONTRACTS

Except as otherwise required by law, the following requirements are applicable to this project as it relates to bid guarantees, performance bonds and payment bonds for construction contracts and subcontracts exceeding the Simplified Acquisition Threshold.

2 CFR 200.88 - SIMPLIFIED ACQUISITION THRESHOLD

§ 200.88 Simplified acquisition threshold.

Simplified acquisition threshold means the dollar amount below which a non-Federal entity may purchase property or services using small purchase methods. Non-Federal entities adopt small purchase procedures in order to expedite the purchase of items costing less than the simplified acquisition threshold. The simplified acquisition threshold is set by the Federal Acquisition Regulation at 48 CFR Subpart 2.1 (Definitions) and in accordance with 41 U.S.C. 1908. As of the publication of this part, the simplified acquisition threshold is \$150,000, but this threshold is periodically adjusted for inflation.

2 CFR 200.325 - BONDING REQUIREMENTS

§ 200.325 Bonding requirements.

For construction or facility improvement contracts or sub contracts exceeding the Simplified Acquisition Threshold, the Federal awarding agency or pass-through entity may accept the bonding policy and requirements of the non-Federal entity provided that the Federal awarding agency or pass-through entity has made a determination that the Federal interest is adequately protected. If such a determination has not been made, the minimum requirements must be as follows:

- (a) A bid guarantee from each bidder equivalent to five percent of the bid price. The "bid guarantee" must consist of a firm commitment such as a bid bond, certified check, or other negotiable instrument accompanying a bid as assurance that the bidder will, upon acceptance of the bid, execute such contractual documents as may be required within the time specified.
- (b) A performance bond on the part of the contractor for 100 percent of the contract price. A "performance bond" is one executed in connection with a contract to secure fulfillment of all the contractor's obligations under such contract.
- (c) A payment bond on the part of the contractor for 100 percent of the contract price. A "payment bond" is one executed in connection with a contract to assure payment as required by law of all persons supplying labor and material in the execution of the work provided for in the contract.

1. BID SECURITY (BID GUARANTEE)

The "bid guarantee" shall consist of a firm commitment such as a bid bond, certified check, or other negotiable instrument accompanying a bid as assurance that the bidder will upon acceptance of his bid, execute such contractual documents as may be required within the time specified.

Each bid shall be accompanied by a certified check, cashiers check or bid bond in the amount of five percent (5%) of the total bid. Said check or bond shall be made payable to the entity soliciting the bid as the owner of the project, and shall be given as a guarantee that the bidder, upon receipt of the notice of intent to award the contract, will enter into an agreement with the owner, and will furnish the necessary documents including, but not limited to: insurance certificates, Payment Bond and Performance Bond; each of the said bonds to be in the amount stated herein. In case of refusal or failure to enter into said agreement, the check or bid bond, as the case may be, shall be forfeited to the owner.

All bonds shall be written by a surety company of recognized standing, authorized to conduct business in the State of Florida, and shall have a registered agent in the State of Florida.

2. BONDS

When the successful bidder delivers the executed agreement to the owner, it must be accompanied by a Performance Bond and a Payment Bond, each in the amount of one hundred percent (100%) of the contract price, executed by a corporate surety company of recognized standing, authorized to do business in the State of Florida, as security for the faithful performance and payment of all contractor's obligations under the contract, and the bidder shall state in the bid proposal the name, address, telephone number and full name of the authorized agent of the surety or sureties who will sign these bonds in the event the contract is awarded to the bidder. During the bidding and construction periods the surety company shall hold a current certificate of authority as an acceptable surety on Federal Bonds, in accordance with U. S. Department of Treasury Circular 570, Current Revision.

LEAD-BASED PAINT POISONING PREVENTION ACT

- References:
- 24 CFR Part 570
 - 24 CFR Part 35
 - Lead-Based Paint Poisoning Prevention Act, as amended
 - Residential Lead-Based Paint Hazard Reduction Act of 1992
 - 40 CFR Part 745

The aforementioned Acts and the referenced regulations prohibit the use of lead-based paint in housing receiving Federal assistance, and in child occupied facilities. In addition, these regulations require elimination of lead-based paint hazards in housing constructed prior to 1978 which receives Federal assistance.

COMPLIANCE WITH CLEAN AIR AND WATER ACTS

In compliance with the Clean Air Act, as amended, 42 U.S.C. 1857(R) et. Seq., Section 508 pf Clean Water Pollution Control Act, as amended 33 U.S.C. 1368 and Executive Order 11738.

1251 et. Seq., and the regulations of the Environmental Protection Agency with respect thereto, the appropriate parts of 40 CFR as amended from time to time. Contractor agrees that:

- (1) No facility to be utilized in the performance of this Contract or any subcontract shall not be a facility listed on the EPA list of Violating Facilities pursuant to 40 CFR 15.20.
- (2) He will comply with all requirements of Section 114 of the Clean Air Act, as amended, (42 USC 1857 c-8) and Section 308 of the Federal Water Pollution Control Act, as amended, (33 USC 1368 relating to inspection, monitoring, entry, reports, and information, as well as all other requirements specified in said Section 114 and Section 308. And all regulations and guidelines issued there under.
- (3) He will promptly notify the Owner of any notification received from the Director, Office of Federal Activities, EPA, indicating that a facility utilized or to be utilized for the contract is under consideration to be listed on the EPA List of Violating Facilities.
- (4) He will comply with mandatory standards and policies relating to energy efficiency which are contained in the State energy conservation plan issued in compliance with the Energy Policy and Conservation Act (P.L. 49-163).
- (5) He will include or cause to be included the provisions of paragraph (1) through (5) of this section in every nonexempt subcontract and that he will take such action as the Government may direct as a means of enforcing such provisions.

NON-COLLUSION AFFIDAVIT OF PRIME BIDDER

State of Florida
County of Palm Beach

BEFORE ME, the undersigned authority, personally appeared _____, who, after being by me first duly sworn, deposes and says of his/her personal knowledge that:

(1) He is _____ of _____, the Bidder that has submitted a Bid to perform work for the following project:

Contract #: _____ Project Name:

(2) He is fully informed respecting the preparation and contents of the attached Bid and of all pertinent circumstances respecting such Bid;

(3) Such Bid is genuine and is not a collusive or sham Bid;

(4) Neither the said Bidder 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 in connection with the Contract for which the attached Bid has been submitted or to refrain from bidding in connection with such Contract, or has in any manner, directly or indirectly, sought by agreement or collusion or communication or conference with any other Bidder, firm or person to fix the price or prices in the attached Bid or 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 Palm Beach 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: _____

Subscribed and sworn to (or affirmed) before me this ____ day of _____ 20__ by _____, who is personally known to me or who has produced _____ as identification.

NOTARY SEAL:

Notary Signature: _____

Notary Name: _____

Notary Public-State of Florida

ANTI-KICKBACK AFFIDAVIT

STATE OF FLORIDA
COUNTY OF PALM BEACH

BEFORE ME, the undersigned authority, _____, personally appeared _____ who, after being by me first duly sworn, deposes and says:

(1) I am _____ of _____, the bidder that has submitted a proposal to perform work for the following project:

Contract #: _____ Project Name: _____

(2) I, the undersigned, hereby depose and say that no portion of the sum bid in connection with the work to be performed at the property identified above will be paid to any employee of Palm Beach County or, _____ as a commission, kickback, reward or gift, directly or indirectly by me or any member of my firm or by an officer of the corporation.

Signature: _____

Subscribed and sworn to (or affirmed) before me this ___ day of _____ 20___ by _____, who is personally known to me or who has produced _____ as identification.

NOTARY SEAL:

Notary Signature: _____

Notary Name: _____

Notary Public-State of Florida

CERTIFICATION OF ELIGIBILITY OF GENERAL CONTRACTOR

STATE OF FLORIDA
COUNTY OF PALM BEACH

BEFORE ME, the undersigned authority, personally appeared _____, who, after being by me first duly sworn, deposes and says of his/her personal knowledge that

(1) He/she is the _____ of _____, hereinafter referred to as the "General Contractor"; who submitted a proposal to perform work for the following project:

Contract #: _____ Project Name: _____

(2) He/she is fully informed that the Proposal submitted for work to be performed under the above mentioned contract, is being funded, in whole or in part, by a Federally-assisted or insured contract; and

(3) The General Contractor nor any of its officers, partners, owners or parties of interest is not named on the current General Services Administration List of Parties Excluded from Federal Procurement or Non-procurement Programs prior to award of the contract; and

(4) The General Contractor acknowledges that should the contractor be subsequently found ineligible after award of the contract, its Construction Contract shall be terminated and the matter referred to the Department of Labor, the Department of Housing and Urban Development, or the General Services Administration for its action; and

(5) The General Contractor acknowledges the responsibility of informing all of its subcontractors that this contract is being funded, in whole or in part, by a Federally-assisted or insured contract; and

(6) The General Contractor acknowledged the responsibility that all of its subcontractors are to sign a "Certification Regarding Debarment Suspension, Ineligibility and Voluntary Exclusion-Lower-Tier Participant" as a part of its contract with such subcontractors, and that the "General Contractor" will retain such certifications in its files. Furthermore, should the subcontractor be subsequently found ineligible after award of the Construction Contract, its contract with the "General Contractor" shall be terminated and the matter referred to the Department of Labor, the Department of Housing and Urban Development, or the General Services Administration, for its action.

Signature: _____

Subscribed and sworn to (or affirmed) before me this ____ day of _____, 20____
by _____, who is personally known
to me or who has produced _____ as identification.

NOTARY SEAL:

Notary Signature: _____

Notary Name: _____
Notary Public-State of Florida

CERTIFICATION OF NONSEGREGATED FACILITIES

The Bidder certifies that he/she does not maintain or provide for his/her employees any segregated facilities at any of his/her establishments, and that he/she does not permit his/her employees to perform their services at any location, under his/her control where segregated facilities are maintained. The bidder certifies further that he/she will not maintain or provide for his/her employees any segregated facilities at any of his/her establishments, and that he/she will not permit his/her employees to perform their services at any location under his/her 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 and washrooms, restaurants and other eating areas, time clocks, locker rooms and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation and housing facilities provided for employees which are segregated 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 he/she has obtained identical certification from proposed subcontractors for specific time periods) he/she will obtain identical certifications from proposed subcontractors prior to the award of subcontracts exceeding \$10,000 which are not exempt from the provisions of the Equal Opportunity clause, and that he/she will retain such certifications in his/her files.

NOTE: The penalty for making false statements in offers is prescribed in 18 U.S.C. 1001.

Project Name: _____

Company Name and Address: _____

Signature

Name and Title

Date

WORKFORCE PROJECTION

PROJECT NAME:	
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Instructions: Check below all the work classifications that you anticipate will be working on this project including the prime contractor's work force and all subcontractors' work forces.

POWER EQUIPMENT OPERATORS

- Asphalt Distributor
- Asphalt Paving Machine
- Asphalt Screed
- Backhoe
- Boom Auger Operator
- Bulldozer
- Concrete Curb Machine Operator
- Concrete Joint Saw Operator
- Concrete Pump
- Cranes with boom length less than 150 ft
- Cranes with boom length 150 ft and over
- Cranes, all tower cranes, and all
- Derrick, or Dragline
- Earthmover
- Excavator
- Forklift
- Front End Loader
- Grader/Blade
- Guardrail Erector
- Guardrail Erector
- Guardrail Post Driver
- Mechanic (type: _____)
- Milling Machine Grade Checker
- Milling Machine Operator
- Motor Grader
- Mulching Machine
- Oiler, Greaseman
- Pavement Striping Machine
- Pavement Striping Machine Nozzleman
- Pile driver
- Power Sub-grade Mixer
- Roller
- Scraper
- Sign Erector
- Small Tool Operator
- Tractor
- Trenching Machine
- Truck Driver (type: _____)
- Other:
- Other:

OTHER WORK CLASSIFICATIONS

- Acoustical Tile Installer
- Air Tool Operators
- Asphalt Rakers
- Bricklayer/Brickmason/Blocklayer
- Carpenter
- Cement Mason/Concrete Finisher
- Drywall Hanger
- Drywall Finisher/Taper
- Electrician
- Elevator Mechanic
- Fence Erector
- Form Setter
- Glazier
- Grade Checker
- HVAC Mechanic (type: _____)
- Ironworker - Ornamental
- Ironworker - Reinforcing
- Ironworker - Structural
- Landscape and Irrigation laborer
- Lather
- Mason Tenders
- Painter
- Pipefitter (excluding HVAC pipe work)
- Pipelayer
- Plasterer
- Plasterers Tenders
- Plumber (excluding HVAC pipe)
- Plumber (including HVAC pipe)
- Roofer (including built-up, composition and single ply)
- Sheet Metal Worker (including HVAC duct work)
- Sprinkler Fitter (fire sprinkler)
- Terrazzo Worker Mechanic
- Tile Setter
- Traffic Control Specialist
- Traffic Signalization - Installer
- Traffic Signalization - Mechanic
- Unskilled Laborer
- Welder
- Other:

Submitted by:

Date:

**CERTIFICATION REGARDING DEBARMENT,
SUSPENSION, INELIGIBILITY, AND VOLUNTARY
EXCLUSION-LOWER TIER PARTICIPANT**

(for use by Subcontractors)

Certification Regarding Debarment Suspension, Ineligibility and Voluntary Exclusion-Lower-Tier Covered Transactions pursuant to 24 CFR, Code of Federal Regulations, Part 24.510(b) and HUD Handbook 1300.13 REV.1:

1. By signing and submitting this proposal, the prospective lower-tier participant, certifies that neither it, nor its principals, is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.

Further, I, we, provide the certification set out below:

I, and any principals of my firm, understand that the certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that I, we, knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the Department or agency with which this transaction originated may pursue available remedies.

2. Further, I, and any principal of my firm, shall provide immediate written notice to the person to which this proposal is submitted if at any time I, we, learn that my/our certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
3. By submitting this proposal, I, and any principals of my firm, agree that should the proposed covered transaction be entered into, I, we, will not knowingly enter into any lower-tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation. In this covered transaction unless authorized by the agency with which this transaction originated.
4. I, and any principals of my firm, further agree by submitting this proposal that I/we, will include this Certification, without modification, in all lower tier covered transactions and in all solicitations for lower-tier covered transacting.

Project Name: _____

Subcontractor Name: _____

Address: _____

By:

Name and Title

Signature

Date

SECTION 3 REPORT

Sub-recipient:	
Project:	

The sub-recipient hereby provides the following information in connection with the above project:

PROJECT FUNDING INFORMATION

Total amount of project funding (all funding for construction, consultant, etc.):	\$
Amount funded from DHES:	\$
Amount funded from Sub-recipient:	\$
Amount funded from other sources: Source:	\$
Amount funded from other sources: Source:	\$

CONTRACT AWARD INFORMATION

For *construction work* funded in part or in whole through DHES:

This section applies to all purchase orders, contracts, and agreements (and their subcontracts) for construction work which are <u>funded in part or in whole through DHES</u> . (Note: the purchase of supplies, materials, and equipment is excluded unless installation is part of the purchase).	
Total construction contract amount (including change orders):	\$
Total dollar amount of contracts/ subcontracts for <i>construction work</i> awarded to <u>Section 3 Business Concerns</u> :	\$
Number of <u>Section 3 Business Concerns</u> receiving contracts/subcontracts for <i>construction work</i> :	

CONTRACT AWARD INFORMATION

For *non-construction work* funded in part or in whole through DES:

This section applies to all purchase orders, contracts, and agreements (and their subcontracts) for non-construction work which are <u>funded in part or in whole through DHES</u> (such as professional service contracts).	
Total contract amount awarded (including change orders) (non-construction):	\$
Total dollar amount of contracts/subcontracts (non-construction) awarded to <u>Section 3 Business Concerns</u> :	\$
Number of <u>Section 3 Business Concerns</u> receiving contracts/subcontracts (for non-construction work):	

EMPLOYMENT AND TRAINING INFORMATION

This section applies to all purchase orders, contracts, and agreements (and their subcontracts) which are funded in part or in whole through DHES (including non-construction and professional service contracts). (Note: the purchase of supplies, materials, and equipment is excluded unless installation is part of the purchase).

The information reported in this section relates to all new hires as a result of DHES funding. New hires means full-time employees for permanent, temporary or seasonal employment opportunities.

Number of new hires as a result of this project:	0*
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*** If new hires are reported above, please complete the following table:**

For the purpose of completing the table below, a Section 3 Resident is defined as:

- an individual residing in public housing, or as
- an individual residing in Palm Beach County whose household income, by household size, is at or below 80% of the median income for Palm Beach County (median income information is available at DHES).

(A) JOB CATEGORY	(B) NUMBER OF NEW HIRES	(C) NUMBER OF NEW HIRES THAT ARE SECTION 3 RESIDENTS	(D) % OF AGGREGATE NUMBER OF STAFF HOURS OF NEW HIRES THAT ARE SECTION 3 RESIDENTS	(E) % OF TOTAL STAFF HOURS FOR SECTION 3 EMPLOYEES AND TRAINEES	(F) NUMBER OF SECTION 3 TRAINEES
PROFESSIONALS					
TECHNICIANS					
OFFICE/ CLERICAL					
CONSTRUCTION TRADE:					
CONSTRUCTION TRADE:					
CONSTRUCTION TRADE:					
OTHER:					
TOTALS:					

SUBRECIPIENT CERTIFICATION

The undersigned certifies that the information in this report is true and correct:

Name and Title:	Date:	Signature: X
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DISPLAY OF POSTERS

The contractor shall, for each federally funded project, supply a standard display of posters at the job site as follows:

One (1) 24" x 36" display surface with clear acrylic cover sheet for all-weather protection and easy visibility of posters on the job site.

Said panel shall be mounted on a substantial post of steel, aluminum, or wood, with the bottom edge of the panel at 48" from ground level. Exceptions to this mounting system may be approved by Palm Beach County Housing and Community Development.

Cost of poster mounting boards and posts are to be paid by the contractor.

Posters for display will be provided by Palm Beach County Housing and Community Development at the pre-construction conference and shall be in a prominent location for the ease of exposure to all employees.

Display board and required posters must be maintained in a legible condition through the entire project duration. Failure to provide the above could result in suspension of contract payments until violation(s) are corrected as directed by Palm Beach County Housing and Community Development.