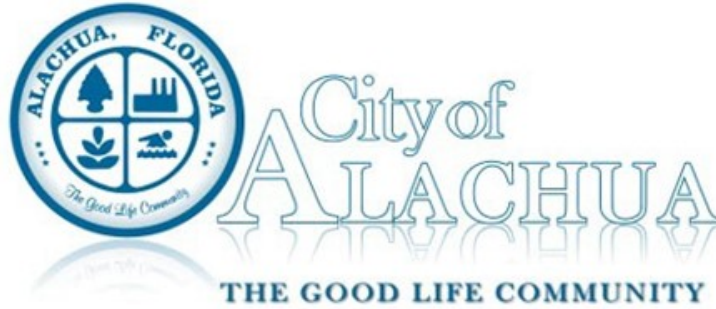




Mayor Walter Welch
Vice Mayor Shirley Green Brown
Commissioner Jacob Fletcher
Commissioner Jennifer Ringersen
Commissioner Dayna Williams

City Manager Rodolfo Valladares
City Attorney Scott Walker

The City Commission will conduct a
Regular City Commission Meeting
At 6:00 PM
to address the item(s) below.

Meeting Date: November 10, 2025

Meeting Location: James A. Lewis City Commission Chambers
15100 NW 142 Terrace
Alachua, FL 32615

City Commission Meeting

Notice given pursuant to Section 286.0105, Florida Statutes. In order to appeal any decision made at this meeting, you will need a verbatim record of the proceedings. It will be your responsibility to ensure such a record is made.

CALL TO ORDER

INVOCATION

PLEDGE TO THE FLAG

APPROVAL OF THE AGENDA

APPROVE READING OF PROPOSED ORDINANCES AND RESOLUTIONS BY TITLE ONLY

I. SPECIAL PRESENTATIONS

A) PRESENTATION: EARLY LEARNING COALITION OF ALACHUA COUNTY

II. COMMENTS FROM CITIZENS ON SUBJECTS NOT ON THE AGENDA

(Please Limit to 3 Minutes. Any citizen who is unable to speak at this time will have an opportunity to speak at the end of the meeting)

III. COMMITTEE REPORTS/COMMITTEE APPOINTMENTS/CITY ANNOUNCEMENTS

IV. PUBLIC HEARINGS AND ORDINANCES

(Presentations, other than the applicant, please limit to 3 Minutes)

- A) ORDINANCE 25-13, FIRST READING: AN ORDINANCE OF THE CITY OF ALACHUA, FLORIDA, RELATING TO THE AMENDMENT OF THE CITY'S CODE OF ORDINANCES; AMENDING SUBPART A, CHAPTER 4, ALCOHOLIC BEVERAGES, OF THE CITY OF ALACHUA CODE OF ORDINANCES; PROVIDING FOR THE EXEMPTION OF THE COMMUNITY REDEVELOPMENT AGENCY DISTRICT FROM THE RESTRICTIONS OF ALCOHOL SALES WITHIN PROXIMITY OF RELIGIOUS INSTITUTIONS AS SET FORTH IN SECTION 3; PROVIDING FOR CODIFICATION OF THIS AMENDMENT IN THE CITY'S CODE OF ORDINANCES; PROVIDING A REPEALING CLAUSE; PROVIDING SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE. (LEGISLATIVE)
ECONOMIC DEVELOPMENT
QUALITY OF LIFE
COMMUNITY ENHANCEMENT

V. AGENDA ITEMS

- A) DEED OF DEDICATION (FROM WACO PROPERTIES, INC. TO THE CITY OF ALACHUA FOR NW 115TH AVENUE EXTENSION)
- B) RFB 2025-02 - NW 115TH AVENUE EXTENSION - AWARD
- C) RESOLUTION 26-01: AMENDING THE FISCAL YEAR 2024-2025 GENERAL FUND BUDGET; AUTHORIZING THE TRANSFER AND APPROPRIATION OF \$101,964 FROM THE GENERAL FUND CONTINGENCY TO THE CITY COMMISSION, HUMAN RESOURCES, CITY ATTORNEY, AND RECREATION AND CULTURE DEPARTMENTAL BUDGETS.

VI. COMMENTS FROM CITIZENS ON SUBJECTS NOT ON THE AGENDA

(Please Limit to 3 Minutes. Any citizen who did not speak during the Citizen Comments period at the beginning of the meeting may do so at this time.)

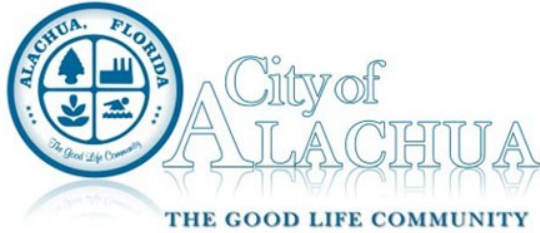
VII. COMMENTS FROM CITY MANAGER AND CITY ATTORNEY

VIII. COMMISSION COMMENTS/DISCUSSION

ADJOURN

CONSENT AGENDA

Consent Agenda items represent routine City operations and business. These items are approved at the beginning of the Regular City Commission meeting upon approval of the meeting agenda.



Commission Agenda Item

MEETING DATE: November 10, 2025

SUBJECT: Presentation: Early Learning Coalition of Alachua County

PREPARED BY: Rodolfo Valladares

RECOMMENDED ACTION:

Receive Presentation

Summary

The City Commission will receive a presentation from the Early Learning Coalition of Alachua County. The presentation will provide an overview of the Coalition's programs, initiatives, and services aimed at supporting early childhood education and development in the community. The Coalition will highlight current local needs, partnerships, and opportunities for collaboration with the City to enhance early learning outcomes for children and families. Commission discussion and questions will follow the presentation.

FINANCIAL IMPACT

ADDITIONAL FINANCIAL INFORMATION

COMMISSION GOALS

Quality of Life
Community Enhancement

ATTACHMENTS

1. Early Learning Coalition of Alachua Overview (1)



Early
Learning
Coalition
of Alachua County

Xaviera White, CEO



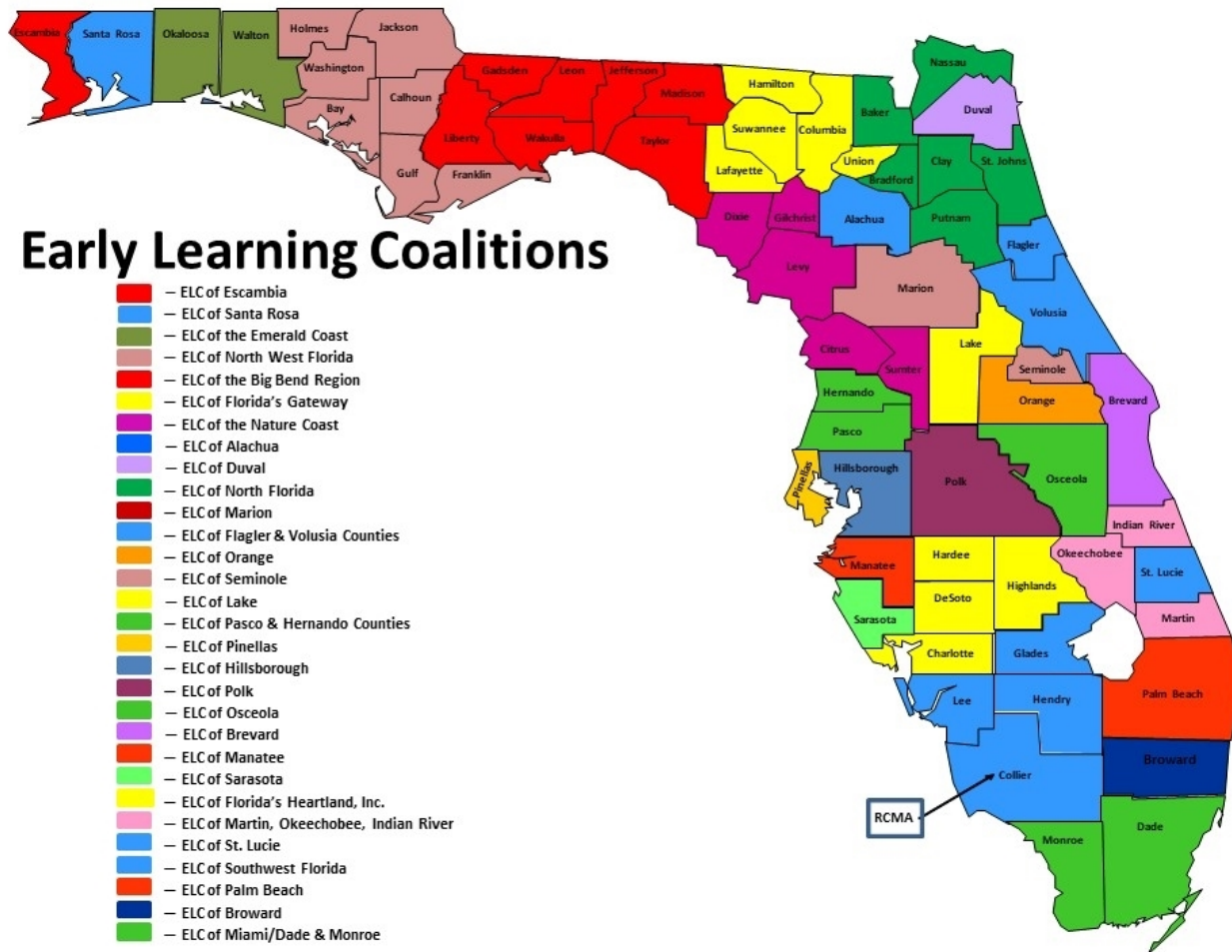
Structure

- ❑ 501(c)(3) non-profit
- ❑ Fiscal year: July 1 - June 30
- ❑ Department of Education → Division of Early Learning (DEL) → Early Learning Coalitions



Map of Coalitions

30 Coalitions
in 67 counties
Coalition
operate
separately but
collectively
belong to the
Association





Funding/Grants/Donors

☐ School Readiness Grant: Federal/State	\$12,119,333
☐ VPK State Funding: (state)	\$3,958,100
☐ Children's Trust of Alachua County (CTAC)	\$650,000
☐ City of Gainesville (COG)	\$65,000
☐ Agency Partnership Program (CAPP)	\$35,527
☐ UF Campaign for Charities (UFCC)	\$1,124
☐ City of Waldo	\$5,000
☐ South State Bank	\$5,000
☐ Donations: Visit our Website	



Family Services Overview

- ☐ **School Readiness Child Care Assistance**
 - Financial assistance for early education for qualifying families with children ages 0-12
- ☐ **Florida's Voluntary Pre-Kindergarten Program (VPK)**
 - Free Pre-K for all 4 & 5-year-olds in Alachua County
- ☐ **Child Care Resource & Referral**
- ☐ **Inclusion/Warm Line**
- ☐ **Programs Department support our Partners**

Programs Department Overview





What is CCR&R?

CCR&R is a Free service that helps Families

- identify and select quality early learning programs.
- connect to local community agencies and resources.
- engage in their children's education and learning.
- locate Financial resource options.

Family Focused

When a family contacts CCR&R, they can receive



Child Care Listings

Based on information from the family, CCR&R can provide a customized list of child care options.



Financial Assistance Options

CCR&R can provide information and help with applying for child care assistance and exploring other financial assistance options.



Consumer Education

CCR&R can provide information on a range of topics including how to locate quality early learning programs and the importance of family engagement.



Community Resources

CCR&R can connect families with local resources that may be able to assist with other needs, such as housing, food or utility assistance.





School Readiness Program: *State and Federal Funds*

Program Benefits

- ☐ Prepares young children to start kindergarten.
- ☐ Helps working families afford quality early learning.
- ☐ Keeps parents in the workforce and/or school.
- ☐ Helps families become financially independent.
- ☐ Recognizes parents as the child's first teacher.
- ☐ Provides parents with child development information.



School Readiness Program

- ☐ Serve children ages infant - 12.
- ☐ Is available full-day and year-round.
- ☐ Services are offered at public schools, private early learning centers, faith-based programs and family centers (both formal and informal).
- ☐ Eligibility is based on:
 - Parents/guardians must be working or going to school at least 20 hours per week.
 - Gross income must be at or below 200% of the federal poverty level (FPL). Eligible families may remain in the program up to 200% of the FPL.
 - Families pay a minimal parent fee/copayment per child based on income.



Voluntary Prekindergarten Program (VPK): **Parents must choose School or Summer Program**

☐ **School Year Program**

- Offers 540 instructional hours.
- Each class must have at least 4 VPK children, but no more than 20 children total.

☐ **Summer Program**

- Offers 300 instructional hours.
- Each class must have at least 4 VPK children, but no more than 12 children total.

Approximate Children Served

City of
Gainesville
-1750

City of
Hawthorne -
20

City of High
Springs-51

City of
Alachua-126

City of
Lacrosse - 2

City of
Newberry-
80

City of
Archer - 33

City of
Waldo - 9

City of
Micanopy - 7

ELC Events



Ready 2 Rally
Bookbag drive- July



VPK Prom - May



Literacy Events -
(Quarterly)



Amazing Give- April



X Chronicles- CEO
Reads- monthly



UFCC Gators Give

FY 2025-2026 School Readiness Funding Impact

- ◆ The State of Florida is facing a **\$78 million shortfall** in School Readiness (SR) funding for FY 25-26.
- ◆ Alachua County was directly impacted with an **11% reduction**, resulting in a **\$1.34 million deficit**.
- ◆ ☒ *We are actively assessing and adjusting local strategies to minimize the impact on families and providers, while continuing to advocate for restored funding.*





Fiscal Oversight & Accountability

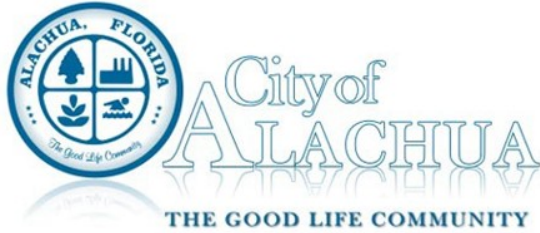
- ◆ **✓ Low-Risk Rating Achieved**
Our most recent Single Audit resulted in a *low-risk designation*, indicating strong internal controls and compliance.
- ◆ **✓ Successful State Fiscal Audit**
A biannual fiscal audit conducted by a State-selected firm confirmed our financial integrity.
- ◆ **✓ Bottom Line: Early Learning Coalition of Alachua**
We are fiscally responsible, operating transparently, and effectively managing public funds to support early learning in our community.



Please Help

- Become a Partner or Volunteer
- Sponsor one of our Local events
- Become an annual Donor or Sponsor
- Tell your family and friends about ELCAC

Questions?



Commission Agenda Item

MEETING DATE: November 10, 2025

SUBJECT: Ordinance 25-13, First Reading: An ordinance of the City of Alachua, Florida, relating to the amendment of the City's Code of Ordinances; amending Subpart A, Chapter 4, Alcoholic Beverages, of the City of Alachua Code of Ordinances; providing for the exemption of the Community Redevelopment Agency District from the restrictions of alcohol sales within proximity of religious institutions as set forth in Section 3; providing for codification of this amendment in the City's Code of Ordinances; providing a repealing clause; providing severability; and providing an effective date. (Legislative)

PREPARED BY: David Wisener

RECOMMENDED ACTION:

Approve Ordinance 25-13 on first reading and schedule a second reading for November 24, 2025.

Summary

Staff here presents an ordinance for the City Commission's consideration that results from discussions dating back to the May 5 Regular City Commission meeting in which members of the Alachua Chamber of Commerce and other local business representatives requested the Commission amend an ordinance that prohibits the sale of alcohol within 450 feet of a religious institution on all businesses that are not licensed as restaurants that derive at least 51 percent of gross revenue from the sale of food and nonalcoholic beverages. Following discussion at the June 23 and July 28 Regular City Commission meetings, Staff was instructed by vote of the Commission to submit an ordinance that would amend the existing restriction by lifting its applicability within the Community Redevelopment Agency District. Three of the four churches adjacent to the area in question were notified by letter sent via certified mail (and one church had the letter hand-delivered by Staff to its pastor) of the pending vote on this ordinance tonight and invited to attend the meeting to share their input if they wished. A copy of the proposed ordinance and the letter sent to these churches has been included with this item.

FINANCIAL IMPACT

ADDITIONAL FINANCIAL INFORMATION

COMMISSION GOALS

Economic Development
Quality of Life
Community Enhancement

ATTACHMENTS

1. Ordinance 25-13 Alcohol sales restrictions update
2. Letter Noticing Ordinance 25-13 to Main Street Churches

ORDINANCE 25-13

AN ORDINANCE OF THE CITY OF ALACHUA, FLORIDA, RELATING TO THE AMENDMENT OF THE CITY’S CODE OF ORDINANCES; AMENDING SUBPART A, CHAPTER 4, ALCOHOLIC BEVERAGES, OF THE CITY OF ALACHUA CODE OF ORDINANCES; PROVIDING FOR THE EXEMPTION OF THE COMMUNITY REDEVELOPMENT AGENCY DISTRICT FROM THE RESTRICTIONS OF ALCOHOL SALES WITHIN PROXIMITY TO RELIGIOUS INSTITUTIONS AS SET FORTH IN SECTION 3; PROVIDING FOR CODIFICATION OF THIS AMENDMENT IN THE CITY’S CODE OF ORDINANCES; PROVIDING A REPEALING CLAUSE; PROVIDING SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

RECITALS

WHEREAS, the City of Alachua (the “City”) recognizes that economic development is a vital component of creating and maintain a sustainable community; and

WHEREAS, the City Comprehensive Plan provides for economic development to serve as a focus on maintaining a welcoming business environment; and

WHEREAS, in order to continue the City’s positive economic development activities, the Alachua City Commission recognizes that creating a more welcoming environment in the Community Redevelopment Agency (“CRA”) District for a broader range of businesses is beneficial; and

WHEREAS, Subpart A, Chapter 4 of the City’s Code of Ordinances (“Code”) establishes regulations pertaining to alcoholic beverages; and

WHEREAS, the City Commission held public hearings on June 23, 2025, and on July 28, 2025; and

WHEREAS, this Ordinance amends Subpart A, Chapter 4 of the Code by exempting the CRA District from the restrictions in Section 3, as set forth below.

NOW THEREFORE BE IT ORDAINED BY THE CITY COMMISSION OF THE CITY OF ALACHUA, FLORIDA:

Section 1. Interpretation of Recitals

The above recitals are true and correct and incorporated in this Ordinance.

Section 2. Findings of Fact

The City Commission finds that it is feasible and beneficial to exempt the CRA District from the restrictions of the City Code Subpart A, Chapter 4, Section 3 to promote economic development that protects and maintains the quality of life and prosperity of the community.

Section 3. Conclusions of Law

The authority for the enactment of this Ordinance is Chapter 163, Part I, Florida Statutes; Sections 166.021 and 166.041; and the City’s Comprehensive Plan.

Section 4. Amendment to the City Code of Ordinances

The proposed Amendment to the City Code Subpart A, Chapter 4, Section 3 is attached as Exhibit “A” and is hereby incorporated herein by reference.

Section 5. Codification of and Correction of Scrivener’s Errors

The City Manager or designee, without public hearing, is authorized to correct any typographical errors which do not affect the intent of this Ordinance. A corrected copy shall be posted in the public record.

Section 6. Ordinance to be Construed Liberally

This Ordinance shall be liberally construed in order to effectively carry out the purposes hereof which are deemed to be in the best interest of the public health, safety, and welfare of the citizens and residents of the City of Alachua, Florida.

Section 7. Repealing Clause

All ordinances or parts of ordinances in conflict herewith are, to the extent of the conflict, hereby repealed.

Section 8. Severability

It is the declared intent of the City Commission of the City of Alachua that, if any section, sentence, clause, phrase, or provision of this Ordinance is for any reason held or declared to be unconstitutional, void, or inoperative by any court or agency of competent jurisdiction, such holding of invalidity or unconstitutionality shall not affect the remaining provisions of this Ordinance, and the remainder of the Ordinance after the exclusions of such part or parts shall be deemed to be valid.

Section 9. Effective Date

This Ordinance shall take effect immediately upon its adoption by the City Commission.

Passed on First Reading the 10th day of November, 2025.

PASSED and ADOPTED, in regular session, with a quorum present and voting, by the City Commission, upon second and final reading this **24th day of November, 2025**.

CITY COMMISSION OF THE
CITY OF ALACHUA, FLORIDA

Walter Welch, Mayor
SEAL

ATTEST:

APPROVED AS TO FORM

Rodolfo Valladares, City Manager/Clerk

Scott Walker, City Attorney

EXHIBIT “A”

Chapter 4, Section 3 of the City Code of Ordinances is amended as follows (text that is underlined is to be added and text that is shown as ~~striketrough~~ is to be removed). Except as amended herein, the remainder of Chapter 4 remains in full force and effect:

Sec. 4-3. – Sales, new licenses for sale, prohibited near religious institution.

It is unlawful for any sale of alcoholic beverage to take place or occur, whether for consumption on or off a premises, within 450 feet of a religious institution, as defined by the City's Land Development Regulations unless authorized by a special event permit issued pursuant to Section 4.6, special events, of the Land Development Regulations (LDRs), or unless authorized for a temporary event where the sale of alcoholic beverages will not exceed a period of three days for a single event. Such distance shall be measured from the center of the main entrance of the licensed premises and follow the most direct public route of pedestrian travel to the center of the main entrance of the religious institution. However, this section shall not apply within the Community Redevelopment Agency District, to those sales of beer and malt beverages for consumption off the premises and for locations that are licensed as restaurants which derive at least 51 percent of gross revenue from the sale of food and nonalcoholic beverages, or for a premises licensed on or before July 1, 1999 and continuously operating.



City of Alachua

MAYOR WALTER WELCH

Vice Mayor Shirley Green Brown
Commissioner Jacob Fletcher
Commissioner Jennifer Ringersen
Commissioner Dayna Williams

OFFICE OF THE CITY MANAGER**RODOLFO VALLADARES**

October 21, 2025

Dear Pastors and Church leaders:

As a church that is located either close to or along Alachua's Main Street, I wanted to let you know the City Commission will be voting on whether to adopt Ordinance 25-13 at 6:00 pm at its November 10 regular meeting.

If adopted, Ordinance 25-13 would repeal a restriction on the sale of alcoholic beverages within 450 feet of a religious institution within the Community Redevelopment Area District (but would maintain that restriction in the rest of the city). Currently, businesses that "derive at least 51 percent of gross revenue from the sale of food and nonalcoholic beverages" are already exempt from this restriction.

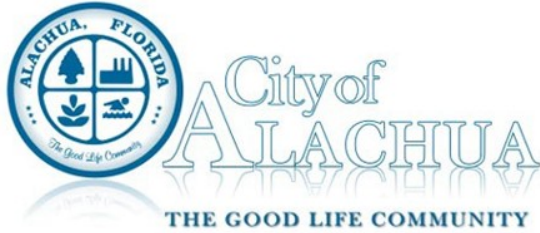
The intent behind this ordinance is to allow businesses such as a craft brewery or a wine bar (like Daft Cow and Beaker and Flask currently in San Felasco Tech City) to operate on Main Street with the idea that it would increase foot traffic in the area and bolster business overall. Currently, the proximity of four churches to Main Street would prohibit that. As mentioned above, restaurants that receive most of their sales from food and nonalcoholic beverages are already able to sell alcohol without this restriction.

The City Commission wants you to be aware of this meeting and welcomes your input and any questions you may have. The Commission invites you to attend the November 10 meeting to share your thoughts as your opinions are highly valued and your positive contribution to the Good Life Community is greatly appreciated.

If the City Commission votes to pass Ordinance 25-13 at the November 10 meeting, it would need to be voted on and passed one more time at the November 24 meeting in order for it to take effect. There would be more opportunity to share input at the November 24 meeting, as well, if the ordinance passes November 10.

Sincerely,

David Wisener
Economic Development Manager



Commission Agenda Item

MEETING DATE: November 10, 2025

SUBJECT: Deed of Dedication (from Waco Properties, Inc. to the City of Alachua for NW 115th Avenue Extension)

PREPARED BY: David Wisener

RECOMMENDED ACTION:

That the City Commission accept the Deed of Dedication from Waco Properties and authorize and direct the Mayor to execute the Deed of Dedication and Closing Statement by affixing his signature to both documents.

Summary

As part of the City's agreement with FloridaCommerce for the Community Development Block Grant (Economic Development) for the extension of NW 115th Avenue as a public roadway, the City agreed to accept ownership of this extension as a public roadway. The attached Deed of Dedication from Waco Properties, Inc. to the City is for the property which will become the extended portion of NW 115th Avenue.

FINANCIAL IMPACT

ADDITIONAL FINANCIAL INFORMATION

COMMISSION GOALS

Economic Development
Community Enhancement
Quality of Life
Strengthen Community Service
Funding Source - Grants

ATTACHMENTS

1. 2025-10-28_DEED OF DEDICATION
2. Closing Statement

Prepared by and return to:
Kelley D. Jones, Attorney at Law
Scruggs, Carmichael & Wershow, P.A.
4923 N.W. 43rd Street
Gainesville, FL 32606

_____[Space Above This Line For Recording Data]_____

DEED OF DEDICATION

THIS INDENTURE, made this ____ day of October, 2025 between, **Waco Properties, Inc., a Florida corporation, successor by merger to Waco, Inc, a Florida corporation qualified to do business in the Florida as Waco of Alabama, Inc., a Alabama corporation** whose address is 569 Edgewood Avenue South, Jacksonville, FL 32205, hereinafter referred to as the Grantor, and the **City of Alachua, a municipal corporation in the County of Alachua, State of Florida**, whose address is PO Box 9, Alachua, FL 32616-0009, hereinafter referred to as the Grantee.

WITNESSETH: that for and in consideration of the acceptance of this Dedication by the Grantee and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, said Grantor does hereby give, grant, dedicate and convey to the Grantee, its successors and assigns forever, the following described land, situate in the City of Alachua, Alachua County, Florida, to wit:

See Exhibit "A" attached hereto and made a part hereof as if fully set forth herein.

TO HAVE AND TO HOLD the same unto the Grantee, its successors and assigns forever, in fee simple for a public street and right of way, together with the right to construct, maintain, and operate, improve and/or repair facilities and associated equipment for water, sewer, and drainage lines and other public utilities, any or all, on, along, through, across or under said lands.

IN WITNESS WHEREOF, Grantor caused these presents to be signed in its name the day and year above written.

This property is not homestead property.

Warranty Deed

Page 2

Signed and Sealed
In Our Presence:

[Signature]

Witness Name: Nathan Lund
Witness Address: 569 Edgewood
Ave. S. Jacksonville, FL 32205

[Signature]
Witness Name: Joanne Mandares
Witness Address: 569 Edgewood Ave. S.
Jacksonville FL 32205

GRANTOR:

Waco Properties, Inc., a Florida corporation

By: *[Signature]*
Donald W. McArthur, IV, President

(Corporate Seal)

State of Florida

County of Duval

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization, this 28 day of October, 2025 by Donald W. McArthur, IV, President of Waco Properties, Inc., a Florida corporation, on behalf of the corporation. He/she ☒ is personally known to me or ☐ has produced a driver's license as identification.

[Notary Seal]



[Signature]

Notary Public

Printed Name:

Scarlette Deraway

My Commission Expires:

3-19-28

Warranty Deed

Page 3

Accepted on behalf of the City of Alachua this ____ day of October, 2025.

**Signed and Sealed
In Our Presence:**

Witness Name: _____
Witness Address : _____

Witness Name: _____
Witness Address : _____

GRANTEE:

City of Alachua
a municipal corporation in the County of Alachua,
State of Florida

By: _____
Print Name: _____
Its: _____

(Corporate Seal)

State of Florida

County of _____

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization, this ____ day of October, 2025 by _____ of City of Alachua, a municipal corporation in the County of Alachua, State of Florida, on behalf of the corporation. He/she ☐ is personally known to me or ☐ has produced a driver's license as identification.

[Notary Seal]

Notary Public

Printed Name: _____

My Commission Expires: _____

Warranty Deed

Page 4

EXHIBIT "A"

A TRACT OF LAND BEING A PORTION OF LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 2140, PAGE 1821 OF THE PUBLIC RECORDS OF ALACHUA COUNTY, FLORIDA; SITUATED IN SECTION 30, TOWNSHIP 8 SOUTH, RANGE 18 EAST, ALACHUA COUNTY, FLORIDA, SAID TRACT OF LAND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

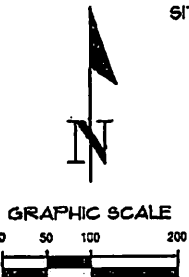
COMMENCE AT THE NORTHEAST CORNER OF THE AFOREMENTIONED SECTION 29; THENCE NORTH 89°27'14" WEST, ALONG THE NORTHERLY LINE OF SAID SECTION 29 A DISTANCE OF 50.00 FEET TO THE INTERSECTION OF SAID NORTHERLY LINE WITH THE WESTERLY LINE OF COUNTY ROAD 235A (NORTHWEST 173RD STREET) (100 FOOT RIGHT OF WAY); THENCE SOUTH 00°42'43" WEST, ALONG SAID WESTERLY RIGHT OF WAY LINE A DISTANCE OF 3231.22 FEET TO THE BEGINNING OF A CURVE CONCAVE NORTHWESTERLY, SAID CURVE HAVING A RADIUS OF 100.00 FEET AND BEING SUBTENDED BY A CHORD HAVING A BEARING AND DISTANCE OF SOUTH 45°42'43" WEST, 141.42 FEET; THENCE WESTERLY, ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 90°00'00", AN ARC LENGTH OF 157.08 FEET TO A POINT ON THE NORTHERLY RIGHT OF WAY OF THE EXISTING NORTHWEST 115TH AVENUE (RIGHT OF WAY WIDTH VARIES); THENCE NORTH 89°17'17" WEST, ALONG SAID NORTHERLY LINE, A DISTANCE OF 4982.10 FEET TO THE NORTHWEST CORNER OF THE EXISTING RIGHT OF WAY FOR NORTHWEST 115TH AVENUE AS RECORDED IN OFFICIAL RECORDS BOOK 3054, PAGE 419 OF SAID PUBLIC RECORDS AND THE POINT OF BEGINNING; THENCE NORTH 89°17'17" WEST, ALONG A PORTION OF THE SOUTHERLY LINE OF LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 5163, PAGE 3521 OF SAID PUBLIC RECORDS A DISTANCE OF 1220.80 FEET; THENCE SOUTH 0°42'43" WEST, A DISTANCE OF 100.00 FEET; THENCE SOUTH 89°17'17" EAST, A DISTANCE OF 20.80 FEET; THENCE SOUTH 0°42'43" WEST, A DISTANCE OF 17.00 FEET; THENCE SOUTH 89°17'17" EAST, A DISTANCE OF 60.00 FEET; THENCE NORTH 0°42'43" EAST, A DISTANCE OF 17.00 FEET; THENCE SOUTH 89°17'17" EAST, A DISTANCE OF 1141.25 FEET TO THE SOUTHWEST CORNER OF THE RIGHT OF WAY OF SAID EXISTING NORTHWEST 115TH AVENUE; THENCE NORTH 00°42'43" WEST, ALONG THE WESTERLY RIGHT OF WAY LINE OF SAID EXISTING NORTHWEST 115TH AVENUE, A DISTANCE OF 100.00 TO THE POINT OF BEGINNING.

Cont. Exhibit "A"

SKETCH TO ACCOMPANY LEGAL DESCRIPTION

SITUATED IN SECTION 30, TOWNSHIP 8 SOUTH, RANGE 18 EAST, CITY OF ALACHUA,
ALACHUA COUNTY, FLORIDA

SKETCH - NOT A BOUNDARY SURVEY



CURVE DATA TABLE						
CURVE	LENGTH	RADIUS	DELTA	TANGENT	CHORD	CHORD BEARING
C1	157.08'	100.00'	90°00'00"	100.00'	141.42'	S 45°42'43" W

LINE DATA TABLE		
LINE	DIRECTION	LENGTH
L1	N 89°27'14" W	50.00'
L2	N 89°17'17" W	4982.10'
L3	N 89°17'17" W	1220.80'
L4	S 00°42'43" W	100.00'
L5	S 89°17'17" E	20.80'
L6	S 00°42'43" W	17.00'
L7	S 89°17'17" E	60.00'
L8	N 00°42'43" E	17.00'
L9	S 89°17'17" E	1141.25'
L10	N 00°00'17" W	100.01'

P.O.C.

THE NORTHEAST
CORNER OF SECTION
29, TOWNSHIP 8 SOUTH,
RANGE 18 EAST

NORTHERLY LINE
OF SECTION 29

WESTERLY RIGHT OF WAY
LINE OF COUNTY ROAD
235A (NW 173RD STREET)

(BASIS OF BEARINGS)
S 00°42'43" W 3237.22'

COUNTY ROAD NO. 235A
(NW 173RD STREET)
(100' RW WIDTH)

TAX PARCEL 03986-005-000
BEN E KEITH
LANDS DESCRIBED IN O.R.B. 5163, PAGE 3521

THE SOUTHERLY LINE OF
LANDS DESCRIBED IN
O.R.B. 5163, PAGES 3521

NORTHERLY RIGHT OF WAY
LINE OF NW 115TH AVENUE

P.O.B.

THE NORTHWEST CORNER
OF THE EXISTING RIGHT OF
WAY FOR NW 115TH
AVENUE. (PER O.R.B. 3054,
PAGES 419-422)

EXTENSION OF NW 115TH AVENUE
(A PORTION OF TAX PARCEL 03986-000-000)
TOTAL ACREAGE: ± 2.827 ACRES

NW 115TH AVENUE
(RW WIDTH VARIES)

TAX PARCEL: 03986-000-000
OWNER: WACO PROPERTIES
LANDS DESCRIBED IN O.R.B. 2140, PAGE 1821

WESTERLY RIGHT OF WAY
LINE OF THE EXISTING NW
115TH AVENUE
(PER O.R.B. 3054, PAGES
419-422)

SOUTH WEST CORNER OF
THE EXISTING RIGHT OF
WAY FOR NW 115TH
AVENUE (PER O.R.B. 3054,
PAGES 419-422)

LEGEND:

O.R.B. = OFFICIAL RECORDS BOOK
S.F. = SQUARE FEET
P.O.C. = POINT OF COMMENCEMENT
P.O.B. = POINT OF BEGINNING
RW = RIGHT OF WAY

SURVEYOR'S NOTES:

1.) BEARINGS SHOWN HEREON ARE BASED
ON A VALUE OF S 00°42'43" W OF THE WEST
RIGHT OF WAY LINE OF COUNTY ROAD 235A
(NW 173RD STREET)

DESCRIPTION:

(SEE SHEET 1 OF 2)

CERTIFIED TO:

ALACHUA COUNTY

SHEET NO.
2 OF 2

This map prepared by:

CHAD A. COLSON

CERTIFICATE OF AUTHORIZATION NO. L.B. 8246
NOT VALID WITHOUT THE ORIGINAL SIGNATURE
AND SEAL OR ELECTRONIC SIGNATURE OF
A FLORIDA LICENSED SURVEYOR AND MAPPER

SEE SHEET ONE OF TWO

Professional Surveyor & Mapper Fla. License No. 1112

DATE

8-27-25

TECHNICAL

WAC

CREATED BY

CAC

PROJECT NUMBER

22-0479

SCALE

1" = 200'

NIVIS

11801 Research Drive
Alachua, Florida 32615
(850) 333-1978
www.NIVIS.com

LB-8246

Closing Statement

Page 1

FILE NUMBER: 2025-00507

NAME OF BUYER: City of Alachua, a municipal corporation in the County of Alachua, State of Florida
Address of Buyer: PO Box 9, Alachua, Florida 32616-0009

NAME OF SELLER: Waco Properties, Inc., a Florida corporation, successor by merger to Waco, Inc, a Florida corporation qualified to do business in the Florida as Waco of Alabama, Inc., a Alabama corporation
Address of Seller: 569 Edgewood Avenue South, Jacksonville, Florida 32205

NAME OF LENDER:
Address of Lender:

PROPERTY LOCATION:

SETTLEMENT AGENT: Scruggs, Carmichael & Wershow, P.A.
Place of Settlement: 4923 N.W. 43rd Street, Gainesville, Florida 32606

SETTLEMENT DATE: 11/__/25

DISBURSEMENT DATE: 11/__/25

BUYER CHARGES:	Amount:
Contract sales price	\$ 0.00
Total Charges:	\$ 0.00

Cash due from buyer: \$ 0.00

SELLER CREDITS:	Amount:
Contract sales price	\$ 0.00
Total Credits:	\$ 0.00

SELLER CHARGES:	P.O.C.:	Amount:
Recording fees (Simplifile)		\$35.50
State tax/stamps (Simplifile)		\$0.70
E-Recording fees (Simplifile)		\$0.75
2025 County taxes (03986-000-000) (Alachua County Tax Collector)	\$1,158.71	
2025 County taxes (03991-000-000) (Alachua County Tax Collector)	\$288.94	
	Total Charges:	\$36.95

Cash due from seller: \$36.95

Buyer

THE UNDERSIGNED ACKNOWLEDGES RECEIPT OF A COPY OF THE FOREGOING SETTLEMENT STATEMENT, AGREES TO THE CORRECTNESS THEREOF, AND AUTHORIZES AND APPROVES THE DISBURSEMENTS SET FORTH.

City of Alachua, a municipal corporation in the County of Alachua, State of Florida

By: _____

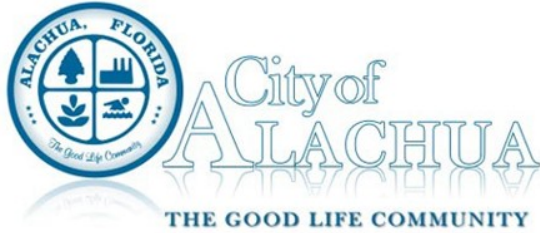
(Corporate Seal)

Seller

Waco Properties, Inc., a Florida corporation, successor by merger to Waco, Inc, a Florida corporation qualified to do business in the Florida as Waco of Alabama, Inc., a Alabama corporation

By: _____
Donald W. McArthur, IV President

(Corporate Seal)



Commission Agenda Item

MEETING DATE: November 10, 2025

SUBJECT: RFB 2025-02 - NW 115th Avenue Extension - Award

PREPARED BY: Donna Smith

RECOMMENDED ACTION:

1) Accept the bid received from John C. Hipp Construction Equipment Company for RFB 2025-02.

2) Authorize the City Manager to enter into a contract with John C. Hipp Construction Equipment Company and to issue a Purchase Order in the amount of \$829,129.43.

Summary

On September 17, 2025, the City solicited formal bids from qualified vendors to furnish all necessary labor, materials, services, expenses, equipment, direct and indirect costs, and lump sum prices to complete the NW 115th Avenue Extension - DOC Subgrant Contract # 25DB-E03.

A Mandatory Pre-Bid Meeting was held September 24, 2025 where eight (8) contractors were in attendance.

Bids were due October 20, 2025, 3:00 P.M.

The City received three (3) lump sum bids in response to RFB 2025-02:

Bid #1 - Wilks Site Prep, Inc with a lump sum bid of \$1,062,656.60.

Bid #2 - Watson Construction Company, LLC with a lump sum bid of \$925,442.13.

Bid #3 - John C. Hipp Construction Equipment Company with a lump sum bid of \$829,129.43.

Staff is recommending moving forward with awarding the bid to John C. Hipp Construction Equipment company as the lowest responsive and responsible bidder.

FINANCIAL IMPACT

ADDITIONAL FINANCIAL INFORMATION

COMMISSION GOALS

Economic Development
Community Enhancement
Funding Source - Grants

ATTACHMENTS

1. Bid #1 - Wilks Site Prep, Inc.
2. Bid #2 - Watson Construction Company, LLC
3. Bid #3 - John C. Hipp Construction Equipment Company
4. COA_John C. Hipp Construction Equipment Company Agreement FINAL

Bid Form and Schedule of Values

City of Alachua – FY 2025

NW 115th Ave Extension

Note the description of work listed on the SOV may not be applicable to the project. If this is the case, please mark N/A in the total column for that item. Blank lines have been provided to include any items that are shown on the plans but are not listed on the SOV.

Bid Form - Schedule of Values

ITEM NO.	DESCRIPTION	UNIT	QTY	UNIT COST	COST
101 1	MOBILIZATION	LS	1	\$55,146.56	\$55,146.56
102 1	MAINTENANCE OF TRAFFIC	LS	1	\$10,700.00	\$10,700.00
104 10 3	SEDIMENT BARRIER	LF	2,643	\$2.67	\$7,070.03
110 1 1	CLEARING & GRUBBING	AC	2.88	\$3,745.00	\$10,785.60
120 1	REGULAR EXCAVATION	CY	2,200	\$12.84	\$28,248.00
120 4	SUBSOIL EXCAVATION	CY	2,349	\$34.56	\$81,183.79
120 6	EMBANKMENT	CY	3,290	\$31.03	\$102,088.70
160 4	TYPE B STABILIZATION	SY	7,211	\$10.17	\$73,299.82
285 701	OPTIONAL BASE, BASE GROUP 01	SY	1,075	\$27.82	\$29,906.50
285 709	OPTIONAL BASE, BASE GROUP 09	SY	4,174	\$25.15	\$104,955.23
327 70 6	MILLING EXISTING ASPHALT PAVEMENT, 1 1/2" AVG DEPTH	SY	340	\$27.33	\$9,291.45
334 1 13	SUPERPAVE ASPHALTIC CONC. TRAFFIC C	TN	344	\$246.10	\$84,658.40
337 7 83	ASPHALT CONCRETE FRICTION COURSE, TRAFFIC C, FC-12.5, PG76-22	TN	462	\$315.65	\$145,830.30
425 1 521	INLETS, DT BOT, TYPE C, <10'	EA	1	\$4,633.10	\$4,633.10
430 175 118	PIPE CULVERT, OPTIONAL MATERIAL, ROUND, 18" S/CD	LF	120	\$135.63	\$16,274.70
430 984 125	MITERED END SECTION, OPTIONAL ROUND, 18" SD	EA	3	\$1,353.55	\$4,060.65
522 1	CONCRETE SIDEWALK AND DRIVEWAYS, 4" THICK	SY	674	\$103.44	\$69,716.47
522 2	CONCRETE SIDEWALK AND DRIVEWAYS, 6" THICK	SY	23	\$203.59	\$4,682.54
527 2	DETECTABLE WARNINGS	SF	36	\$80.25	\$2,889.00
570 1 1	PERFORMANCE TURF	SY	6,047	\$3.41	\$20,637.57
570 1 2	PERFORMANCE TURF, SOD	SY	1,959	\$4.91	\$9,618.23
630 2 11	CONDUIT, FURNISH & INSTALL, OPEN TRENCH	LF	1,285	\$12.89	\$16,557.45
639 2 1	ELECTRICAL WIRE, FURNISH & INSTALL	LF	1	\$18,007.07	\$18,007.07
700 1 11	SINGLE POST SIGN, F&I GROUND MOUNT, UP TO 12 SF	EA	1	\$422.65	\$422.65
705 10 4	OBJECT MARKER, TYPE 4	EA	12	\$315.65	\$3,787.80
710 11 101	PAINTED PAVEMENT MARKINGS, STANDARD, WHITE, SOLID, 6"	GM	0.958	\$2,824.80	\$2,706.16
710 11 123	PAINTED PAVEMENT MARKINGS, STANDARD, WHITE, SOLID FOR CROSSWALK AND ROUNDABOUT, 12"	LF	61	\$2.68	\$163.18

Bid Form - Schedule of Values

ITEM NO.	DESCRIPTION	UNIT	QTY	UNIT COST	COST
710 11 125	PAINTED PAVEMENT MARKINGS, STANDARD, WHITE, SOLID, 24" FOR STOP LINE	LF	12	\$5.35	\$64.20
710 11 201	PAINTED PAVEMENT MARKINGS, STANDARD, YELLOW, SOLID, 6"	GM	0.7211	\$2,824.80	\$2,036.96
710 11 241	PAINTED PAVEMENT MARKINGS, STANDARD, YELLOW, 2-4 DOTTED GUIDELINE/6-10 DOTTED EXTENSION, 6"	GM	0.13	\$2,824.77	\$367.22
711 11 123	THERMOPLASTIC, STANDARD, WHITE, SOLID, 12" FOR CROSSWALK AND ROUNDABOUT	LF	61	\$21.40	\$1,305.40
711 11 125	THERMOPLASTIC, STANDARD, WHITE, SOLID, 24" FOR STOP LINE	LF	12	\$48.15	\$577.80
715 61 242	LIGHT POLE COMPLETE, F&I, STANDARD POLE FOUNDATION, 35' MOUNTING HEIGHT, 12' ARM LENGTH	EA	1	\$67,121.10	\$67,121.10
LANDSCAPING					
LS 1	LANDSCAPING	LS	1	\$32,045.43	\$32,045.43
MEDIAN UPDATES					
120 6	EMBANKMENT	LS	1	\$3,745.00	\$3,745.00
160 4	TYPE B STABILIZATION	SY	506	\$11.77	\$5,955.62
285 709	OPTIONAL BASE, BASE GROUP 09	SY	506	\$28.62	\$14,482.99
334 1 13	SUPERPAVE ASPHALTIC CONC. TRAFFIC C	TN	506	\$13.45	\$6,805.65
337 7 83	ASPHALT CONCRETE FRICTION COURSE, TRAFFIC C, FC-12.5, PG76-22	TN	506	\$21.40	\$10,828.40
TOTAL COST					\$1,062,656.60

**Wilks Site Prep, Inc.**

License Number: CUC1225807
1726 East Wade Street, Suite B
Trenton, Florida 32693
O: (352) 463-3009
C: (352) 275-8905 / (352) 231-1977

jwsiteprep@yahoo.com
crystal.jwsiteprep@gmail.com

QUOTE

Date: 10/20/2025
Quote No.: 2025-6410

PREPARED FOR:
City of Alachua

PROJECT LOCATION:
NW 115th Avenue Extension

QTY	Item	DESCRIPTION	UNIT PRICE	TOTAL
1	LS	NW 115TH AVENUE EXTENSION IMPROVEMENTS	\$1,062,656.60	\$1,062,656.60

TOTAL: \$1,062,656.60

**** PLEASE NOTE: ITEMS NOT EXPRESSLY STATED IN THIS PROPOSAL ARE NOT INCLUDED ****

By signing below, you hereby authorize Wilks Site Prep, Inc. to begin and perform work listed above, as discussed. You agree to pay upon completion of work performed.

Printed Name / Title

Signature / Date

If paying via credit card, please be aware of our 4% credit card processing fee that will be applied to final invoice.

**THANK YOU!
WE APPRECIATE YOUR BUSINESS!**

***** Due to the current state of our country, quotes are good for 10 days. *****

*** IF WE DON'T DO YOUR PAVING, IT'S YOUR OWN ASPHALT! ***

WATSON CONSTRUCTION COMPANY LLC

Bid Form and Schedule of Values

City of Alachua – FY 2025

NW 115th Ave Extension

Note the description of work listed on the SOV may not be applicable to the project. If this is the case, please mark N/A in the total column for that item. Blank lines have been provided to include any items that are shown on the plans but are not listed on the SOV.

Bid Form - Schedule of Values

ITEM NO.	DESCRIPTION	UNIT	QTY	UNIT COST	COST
101 1	MOBILIZATION	LS	1	57485.39	\$57,485.39
102 1	MAINTENANCE OF TRAFFIC	LS	1	\$2,350.00	\$2,350.00
104 10 3	SEDIMENT BARRIER	LF	2,643	\$2.30	\$6,078.90
110 1 1	CLEARING & GRUBBING	AC	3	\$11,939.58	\$34,385.99
120 1	REGULAR EXCAVATION	CY	2,504	\$41.51	\$103,941.04
120 4	SUBSOIL EXCAVATION	CY	1,575	\$32.88	\$51,786.00
120 6	EMBANKMENT	CY	690	\$45.19	\$31,181.10
160 4	TYPE B STABILIZATION	SY	7,211	\$5.29	\$38,146.19
285 701	OPTIONAL BASE, BASE GROUP 01	SY	1,075	\$19.15	\$20,586.25
285 709	OPTIONAL BASE, BASE GROUP 09	SY	4,175	\$20.74	\$86,589.50
327 70 6	MILLING EXISTING ASPHALT PAVEMENT, 1 1/2" AVG DEPTH	SY	340	\$21.40	\$7,276.00
334 1 13	SUPERPAVE ASPHALTIC CONC. TRAFFIC C	TN	344.4	\$212.38	\$73,143.67
337 7 83	ASPHALT CONCRETE FRICTION COURSE, TRAFFIC C, FC-12.5, PG76-22	TN	461.1	\$217.34	\$100,215.47
425 1 521	INLETS, DT BOT, TYPE C, <10'	EA	1	\$4,974.00	\$4,974.00
430 175 118	PIPE CULVERT, OPTIONAL MATERIAL, ROUND, 18" S/CD	LF	120	\$110.45	\$13,254.00
430 984 125	MITERED END SECTION, OPTIONAL ROUND, 18" SD	EA	3	\$1,880.00	\$5,640.00
522 1	CONCRETE SIDEWALK AND DRIVEWAYS, 4" THICK	SY	693	\$79.31	\$54,961.83
522 2	CONCRETE SIDEWALK AND DRIVEWAYS, 6" THICK	SY	115	\$95.18	\$10,945.70
527 2	DETECTABLE WARNINGS	SF	36	\$39.95	\$1,438.20
570 1 1	PERFORMANCE TURF	SY	6047	\$4.07	\$24,611.29
570 1 2	PERFORMANCE TURF, SOD	SY	1,959	\$4.66	\$9,128.94
630 2 11	CONDUIT, FURNISH & INSTALL, OPEN TRENCH	LF	1700	\$4.59	\$7,803.00
639 2 1	ELECTRICAL WIRE, FURNISH & INSTALL	LF	2100	\$6.00	\$12,600
700 1 11	SINGLE POST SIGN, F&I GROUND MOUNT, UP TO 12 SF	EA	1	\$550.00	\$550.00
705 10 4	OBJECT MARKER, TYPE 4	EA	12	\$250.00	\$3,000
710 11 101	PAINTED PAVEMENT MARKINGS, STANDARD, WHITE, SOLID, 6"	GM	.958	\$3,900.00	\$3,736.20
710 11 123	PAINTED PAVEMENT MARKINGS, STANDARD, WHITE, SOLID FOR CROSSWALK AND ROUNDABOUT, 12"	LF	61	\$3.50	\$213.50

Bid #2

Watson Construction Company LLC

WATSON CONSTRUCTION COMPANY, LLC

Bid Form - Schedule of Values

ITEM NO.	DESCRIPTION	UNIT	QTY	UNIT COST	COST
710 11 125	PAINTED PAVEMENT MARKINGS, STANDARD, WHITE, SOLID, 24" FOR STOP LINE	LF	12	\$13.00	\$156.00
710 11 201	PAINTED PAVEMENT MARKINGS, STANDARD, YELLOW, SOLID, 6"	GM	.721	\$2,450.00	\$1,766.45
710 11 241	PAINTED PAVEMENT MARKINGS, STANDARD, YELLOW, 2-4 DOTTED GUIDELINE/6-10 DOTTED EXTENSION, 6"	GM	.130	\$2,450	\$318.50
711 11 123	THERMOPLASTIC, STANDARD, WHITE, SOLID, 12" FOR CROSSWALK AND ROUNDABOUT	LF	61	\$10.00	\$610.00
711 11 125	THERMOPLASTIC, STANDARD, WHITE, SOLID, 24" FOR STOP LINE	LF	12	\$20.00	\$240.00
715 61 242	LIGHT POLE COMPLETE, F&I, STANDARD POLE FOUNDATION, 35' MOUNTING HEIGHT, 12' ARM LENGTH	EA	9	\$6,844.15	\$61,597.35
LANDSCAPING					
LS 1	LANDSCAPING	LS	1	\$44,590.00	\$44,590.00
MEDIAN UPDATES					
120 6	EMBANKMENT	LS	1	\$7,283.00	\$7,283.00
160 4	TYPE B STABILIZATION	SY	506	\$9.40	\$4,756.40
285 709	OPTIONAL BASE, BASE GROUP 09	SY	506	\$29.81	\$15,083.86
334 1 13	SUPERPAVE ASPHALTIC CONC. TRAFFIC C	TN	41.7	\$267.44	\$11,152.25
337 7 83	ASPHALT CONCRETE FRICTION COURSE, TRAFFIC C, FC-12.5, PG76-22	TN	41.7	\$284.56	\$11,866.15
TOTAL COST					\$925,442.13

We acknowledge receipt of addenda 1 & 2

PG 2 OF 2



Thierry Mingione, Estimator
Watson Construction Company, LLC

Bid Form and Schedule of Values

City of Alachua – FY 2025

NW 115th Ave Extension

Note the description of work listed on the SOV may not be applicable to the project. If this is the case, please mark N/A in the total column for that item. Blank lines have been provided to include any items that are shown on the plans but are not listed on the SOV.

Bid Form - Schedule of Values

ITEM NO.	DESCRIPTION	UNIT	QTY	UNIT COST	COST
101 1	MOBILIZATION	LS	1	\$128,800	\$128,800.00
102 1	MAINTENANCE OF TRAFFIC	LS	1	\$3,769.00	\$3,769.00
104 10 3	SEDIMENT BARRIER	LF	2643	\$2.00	\$5,286.00
110 1 1	CLEARING & GRUBBING	AC	0	\$0	\$0
120 1	REGULAR EXCAVATION	CY	2,891	\$3.60	\$10,407.60
120 4	SUBSOIL EXCAVATION	CY	3,260	\$6.00	\$19,560.00
120 6	EMBANKMENT	CY	3523	\$9.84	\$34,666.32
160 4	TYPE B STABILIZATION	SY	7160	\$11.20	\$80,192.00
285 701	OPTIONAL BASE, BASE GROUP 01	SY	1075	\$6.76	\$10,081.76
285 709	OPTIONAL BASE, BASE GROUP 09	SY	4122	\$18.97	\$78,194.34
327 70 6	MILLING EXISTING ASPHALT PAVEMENT, 1 1/2" AVG DEPTH (SAW CUT AND REMOVE)	SY	340	\$3.60	\$1,224.00
334 1 13	SUPERPAVE ASPHALTIC CONC. TRAFFIC C	TN	344.4	\$162.06	\$55,813.46
337 7 83	ASPHALT CONCRETE FRICTION COURSE, TRAFFIC C, FC-12.5, PG76-22	TN	461.1	\$264.00	\$121,731.40
425 1 521	INLETS, DT BOT, TYPE C, <10'	EA	1	\$3,492.00	\$3,492.00
430 175 118	PIPE CULVERT, OPTIONAL MATERIAL, ROUND, 18" S/CD	LF	120	\$79.39	\$9,527.04
430 984 125	MITERED END SECTION, OPTIONAL ROUND, 18" SD	EA	3	\$2,202.00	\$6,606.00
522 1	CONCRETE SIDEWALK AND DRIVEWAYS, 4" THICK	SY	704	\$72.22	\$50,872.88
522 2	CONCRETE SIDEWALK AND DRIVEWAYS, 6" THICK	SY	112	\$82.12	\$9,197.44
527 2	DETECTABLE WARNINGS	SF	44	\$78.68	\$3,417.92
570 1 1	PERFORMANCE TURF	SY	0	\$0	\$0
570 1 2	PERFORMANCE TURF, SOD	SY	8,111	\$4.90	\$37,743.90
630 2 11	CONDUIT, FURNISH & INSTALL, OPEN TRENCH	LF	1700	\$4.62	\$7,854.00
639 2 1	ELECTRICAL WIRE, FURNISH & INSTALL	LF	2100	\$5.96	\$12,516.00
700 1 11	SINGLE POST SIGN, F&I GROUND MOUNT, UP TO 12 SF	EA	1	\$414.75	\$414.75
705 10 4	OBJECT MARKER, TYPE 4	EA	12	\$309.75	\$3,717.00
710 11 101	PAINTED PAVEMENT MARKINGS, STANDARD, WHITE, SOLID, 6"	GM	.958	\$2,772.00	\$2,655.76
710 11 123	PAINTED PAVEMENT MARKINGS, STANDARD, WHITE, SOLID FOR CROSSWALK AND ROUNDABOUT, 12"	LF	61	\$2.63	\$160.43

Bid Form - Schedule of Values

ITEM NO.	DESCRIPTION	UNIT	QTY	UNIT COST	COST
710 11 125	PAINTED PAVEMENT MARKINGS, STANDARD, WHITE, SOLID, 24" FOR STOP LINE	LF	12	\$5.25	\$63.00
710 11 201	PAINTED PAVEMENT MARKINGS, STANDARD, YELLOW, SOLID, 6"	GM	.721	\$2,772.00	\$1,998.61
710 11 241	PAINTED PAVEMENT MARKINGS, STANDARD, YELLOW, 2-4 DOTTED GUIDELINE/6-10 DOTTED EXTENSION, 6"	GM	.13	\$2,772.00	\$360.36
711 11 123	THERMOPLASTIC, STANDARD, WHITE, SOLID, 12" FOR CROSSWALK AND ROUNDABOUT	LF	.61	\$21.00	\$1,281.00
711 11 125	THERMOPLASTIC, STANDARD, WHITE, SOLID, 24" FOR STOP LINE	LF	12	\$47.25	\$567.00
715 61 242	LIGHT POLE COMPLETE, F&I, STANDARD POLE FOUNDATION, 35' MOUNTING HEIGHT, 12' ARM LENGTH	EA	9	\$6,819.55	\$61,375.95
LANDSCAPING					
LS 1	LANDSCAPING	LS	1	\$31,446.45	\$31,446.45
MEDIAN UPDATES					
120 6	EMBANKMENT	LS	1	\$527.05	\$527.05
160 4	TYPE B STABILIZATION	SY	511	\$31.61	\$16,152.71
285 709	OPTIONAL BASE, BASE GROUP 09	SY	511	\$23.25	\$11,880.75
334 1 13	SUPERPAVE ASPHALTIC CONC. TRAFFIC C	TN	42	\$162.06	\$6,806.52
337 7 83	ASPHALT CONCRETE FRICTION COURSE, TRAFFIC C, FC-12.5, PG76-22	TN	42	\$264	\$3,168
				TOTAL COST	
Add Item #1	ELECTRIC SERVICE F&I	EA	1	\$10,233.30	\$10,233.30
Add Item #2	NEW LED FIXTURE ON EX POLE	EA	1	\$2,580.63	\$2,580.63
				TOTAL COST	\$829,129.43

AGREEMENT
BETWEEN OWNER AND CONTRACTOR
FOR CONSTRUCTION CONTRACT (LUMP SUM PRICE)

THIS AGREEMENT is by and between City of Alachua, a municipality in Alachua County, Florida (Owner) and John C. Hipp Construction Equipment Company ("Contractor"). Owner and Contractor hereby agree as follows:

PREFACE: The sole source of funding for this Contract is CDBG Grant Contract Number 25DB-E03, FLAIR Contract Number H2593 and CFDA Number 14.228. The award of this Contract is, therefore, conditioned and specifically dependent on the release to the City of the identified grant funds adequate to fund the full amount of this Contract. **FUNDING CONDITION MET:** ____ YES | ____ NO (CITY MANAGER MUST INITIAL).

ARTICLE 1 -- THE PROJECT

1.01 The Project and Work under the Contract Documents are described as follows:

- A. The name of the project is CDBG-ED NW 115th Avenue Extension Project DOC SubContract # 25DB-03 Project located in Alachua, Florida. Drawings and Specification Documents attached hereto and incorporated as Exhibit A and found at <https://owncloud.cityofalachua.org/index.php/s/RvBbKC3lQeiLHEv>
- B. Contractor shall furnish all necessary equipment, supervision, labor, materials, tools, and incidentals necessary to complete the Work as specified in this Contract Document.

ARTICLE 2 – WORK

2.01. All work shall be performed in accordance with the Construction Documents (Drawings and Specifications) incorporated as Exhibit A to this Contract, included and incorporated in RFB 2025-02 and further in compliance with the General Conditions (EXHIBIT B), Supplemental Conditions (Consolidated) DEO CDBG Supplemental Conditions for Construction Contracts and the Contract, including Attachments, between Department of Commerce and City of Alachua (Subgrant Contract Number 25DB-E03) (EXHIBIT C) are included and recognized as the Contractor interest, duties and responsibilities are defined and appear therein, and balance of Contract Terms and Conditions.

ARTICLE 3 – OWNER REPRESENTATIVE

3.01 Michael Carrillo, Public Services Director, has been designated by owner to assume all duties and responsibilities and have the rights and responsibilities assigned to Owner in the Contract Documents in connection with the completion of the Work in accordance with the Contract Documents.

ARTICLE 4 – CONTRACT TIMES

4.01 *Time of the Essence*

- A. All time limits for Milestones, if any, Substantial Completion, and completion and readiness for final payment as stated in the Contract Documents are of the essence of the Contract.
- B. Contract Times are calculated shall begin to run on delivery of the Notice to Proceed (NTP) and corresponding Purchase Order (PO).
- C. No work shall begin until delivery of both NTP and PO.

4.02 *Dates for Substantial Completion and Final Payment*

- A The Work will be substantially completed on or before 90 days and completed and ready for final payment on or before 120 days in accordance with Paragraph 14.07 of the General Conditions. A complete copy of the General Conditions is attached and incorporated as Exhibit B.

4.03 *Hours of Work*

- A. Work shall not be conducted on Fridays, Saturdays, Sundays, or on holidays observed by the City, or outside the regularly scheduled work days defined as Monday to Thursday from 8:00 a.m. to 4:30 p.m. unless the City, in its discretion, determines the interests of the public otherwise so demand or require. Should the Contractor find it necessary to work outside the regularly scheduled work days or time, the Contractor shall submit written notice and obtain City approval a minimum of 48 hours in advance. A Change Order is required to extend contract completion dates.

4.04 *Liquidated Damages*

- A. Contractor and Owner recognize that time is of the essence as stated in Paragraph 4.01 above and that Owner will suffer financial loss if the Work is not completed within the times specified in Paragraph 4.02 above, plus any extensions thereof allowed in accordance with Article 12 of the General Conditions. The parties also recognize the delays, expense, and difficulties involved in proving in a legal or arbitration proceeding the actual loss suffered by Owner if the Work is not completed on time. Accordingly, instead of requiring any such proof, Owner and Contractor agree that as liquidated damages for delay (but not as a penalty), Contractor shall pay Owner \$500.00 for each day that expires after the time specified in Paragraph 4.02 above for Substantial Completion until the Work is substantially complete. After Substantial Completion, if Contractor shall neglect, refuse, or fail to complete the remaining Work within the Contract Time or any proper extension thereof granted by Owner, Contractor shall pay Owner \$500.00 for each day that expires after the time specified in Paragraph 4.02 above for completion and readiness for final payment until the Work is completed and ready for final payment.

ARTICLE 5 – CONTRACT PRICE

- 5.01 Owner shall pay Contractor for completion of the Work in accordance with the Contract Documents an amount in current funds equal to the sum of the amounts determined pursuant to Paragraph 5.01.A below:

- A. For all Work, a Lump Sum of: \$ 829,129.43, as established and set forth on the attached and incorporated Exhibit D. There are no alternates or cash allowances included in the above price.

ARTICLE 6 – PAYMENT PROCEDURES

6.01 *Submittal and Processing of Payments*

- A. Contractor shall submit Applications for Payment on Application for Payment form in accordance with Article 14 of the General Conditions. Applications for Payment will be processed by Owner as provided in the General Conditions.

6.02 *Progress Payments; Retainage*

- A. Owner shall make progress payments on account of the Contract Price on the basis of Contractor's Applications for Payment on or about the last day of each month during performance of the Work as provided in Paragraph 14.02 of General Conditions. Prior to Substantial Completion, progress payments will be made in an amount equal to the percentage indicated below but, in each case, less the aggregate of payments previously made, less retainage of five (5) percent, and less such amounts as Owner may determine necessary to withhold, including but not limited to liquidated damages in accordance with Paragraph 14.02 of the General Conditions. If the Total Work has been 50 percent completed as determined by Owner, and if the character and progress of the Work have been satisfactory to Owner, then as long as the character and progress of the Work remain satisfactory to Owner, there will be no additional retainage; and
- B. Upon Substantial Completion, Owner shall pay an amount sufficient to increase total payments to Contractor to 100 percent of the Work completed, less such amounts as Owner shall determine in accordance with Paragraph 14.02.B.5 of the General Conditions and less 100 percent of Owner's estimate of the value of Work to be completed or corrected as shown on the tentative list of items to be completed or corrected attached to the certificate of Substantial Completion.

6.03 *Final Payment*

- A. Upon final completion and acceptance of the Work in accordance with Paragraph 14.07 of the General Conditions, Owner shall pay the remainder of the Contract Price as recommended by Owner as provided in said Paragraph 14.07.

ARTICLE 7 – INTEREST

- 7.01 All moneys not paid when due as provided in Article 14 of the General Conditions shall bear interest in accordance with and as provided in F.S. 218.735, Local Government Prompt Payment Act.

ARTICLE 8 – CONTRACTOR REPRESENTATIONS

- 8.01 In order to induce Owner to enter into this Contract, Contractor makes the following representations and assurance:
 - A. Contractor has examined and carefully studied the Contract Documents and the other related data identified in the Bidding Documents.
 - B. Contractor has visited the Site and become familiar with and is satisfied as to the general, local and Site conditions that may affect cost, progress and performance of the Work.
 - C. Contractor is familiar with and is satisfied as to all federal, state, and local Laws and Regulations that may affect cost, progress, and performance of the Work. Specifically, Contractor is solely responsible for familiarization with and meeting the City of Alachua Standards for Water & Wastewater, and the electrical standards outlined in the city manual found online at the City website www.cityofalachua.com/index.php/public-works.

- D. Contractor has considered the information known to Contractor; information commonly known to contractors doing business in the locality of the Site; information and observations obtained from visits to the Site; the Contract Documents; and the Site- related reports and drawings identified in the Contract Documents, with respect to the effect of such information, observations, and documents on (1) the cost, progress, and performance of the Work; (2) the means, methods, techniques, sequences, and procedures of construction to be employed by Contractor, including any specific means, methods, techniques, sequences, and procedures of construction expressly required by the Contract Documents; and (3) Contractor's safety precautions and programs.
- E. Contractor shall be solely responsible for coordinating with all utility providers.
- F. Contractor is responsible for all MOT and coordination including any requirements of the City of Alachua.
- G. Contractor is aware of the general nature of work to be performed by Owner and others at the Site that relates to the Work as indicated in the Contract Documents.
- H. Based on the information and observations referred to in Paragraph 8.01 A, B, C, D, E, F, G and H above, Contractor does not consider that further examinations, investigations, explorations, tests, studies, or data are necessary for the performance of the Work at the Contract Price, within the Contract Times, and in accordance with the other terms and conditions of the Contract Documents.
- I. Contractor has given Owner written notice of any and all conflicts, errors, ambiguities, or discrepancies, if any, that Contractor has discovered in the Contract Documents, and any written resolution thereof by Owner is acceptable to Contractor.
- J. The Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.
- K. Contractor shall have the authority and duty to efficiently coordinate all activity by other contractors or other entities on the project site of the Contractor's scope of work by others including, but not limited to, coordination of the work of other contractors.

ARTICLE 9 – CONTRACT DOCUMENTS

9.01 *This Agreement plus Exhibits:*

A. EXHIBITS

- A SCOPE OF WORK, DRAWINGS AND SPECIFICATIONS is found at <https://owncloud.cityofalachua.org/index.php/s/RvBbKC3lQeiLHEv>. A printed copy of the Scope of Work and Specifications is on file with the City and maintained as the Master Copy. The Master Copy will control in resolving any challenges or disputes concerning the contract documents. Shop Drawings and other Contractor submittals are not Drawings as so defined.
- B Standard General Conditions
- C Supplemental Conditions (Consolidated) Department of Commerce (DOC) CDBG Supplemental Conditions for Construction Contracts and the Contract, including Attachments (Non-Collusion Affidavit of Prime Proposer/Bidder, Drug-Free Workplace Form, Insurance, Indemnification, Sworn Statement Pursuant to Florida Statutes Section 287.133(3)(a) on Public Entity Crimes, Contracting with Minority and Women Business Enterprise (MWBE), Access to Records and Records Retention, E-Verify Responsibility, Domestic Reference, SAM.GOV Registration--Debarment and Suspension, Conflicts of Interest, Section 3 Requirements, Labor Standards Compliance and Appendix II to Part 200) as well as those between the Department of Commerce and City of Alachua (Sub-grant Contract Number 25DB-E03)
- D Bid Form (including alternates)
- E Insurance Requirements
- F CDBG DOC Wages
- G References
- H Bid Bond
- I Notice to Proceed
- J Performance Bond
- K Payment Bond
- L Application for Payment
- M Change Order
- N Certificate of Substantial Completion
- O DOC FFY 2023 DOC Audit Requirements for Contract # 25DB-E03
- P DOC Forms 52, 53, & 54 Section 3 Participation

- B. There are no Contract Documents other than this Contract and those Exhibits listed in Article 9.01.A. listed above all of which are specifically incorporated herein.
- C. The Contract Documents may only be amended, modified or supplemented as provided in Paragraph 3.04 of the General Conditions.

ARTICLE 10 – MISCELLANEOUS

10.01 *Terms*

- A. Terms used in this Agreement will have the meanings stated in the General Conditions and the Supplemental Conditions, if any.

10.02 *Assignment of Contract*

- A. No assignment by a party hereto of any rights under or interests in the Contract will be binding on another party hereto without the written consent of the party sought to be bound; and, specifically but without limitation, moneys that may become due and moneys that are due may not be assigned without such consent (except to the extent that the effect of this restriction may be limited by law), and unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under the Contract Documents.

10.03 *Successors and Assigns*

- A. Owner and Contractor each binds itself, its partners, successors, assigns, and legal representatives to the other party hereto, its partners, successors, assigns, and legal representatives in respect to all covenants, agreements, and obligations contained in the Contract Documents.

10.04 *Severability*

- A. Any provision or part of the Contract Documents held to be void or unenforceable under any Law or Regulation shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon Owner and Contractor, who agree that the Contract Documents shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.

10.05 *Insurance Requirements*

- A. Attached and incorporated as Exhibit E. See also Exhibit C, CDBG Supplemental Conditions for Construction Contracts.

10.06 *Contractor's Certifications*

- A. Contractor certifies that it has not engaged in corrupt, fraudulent, collusive, or coercive practices in competing for or in executing the Contract. For the purposes of this Paragraph 10.06:
 - 1. "corrupt practice" means the offering, giving, receiving, or soliciting of anything of value likely to influence the action of a public official in the bidding process or in the Contract execution;
 - 2. "fraudulent practice" means an intentional misrepresentation of facts made (a) to

influence the bidding process or the execution of the Contract to the detriment of Owner,
(b) to establish Bid or Contract prices at artificial non-competitive levels, or
(c) to deprive Owner of the benefits of free and open competition;

3. "collusive practice" means a scheme or arrangement between two or more Bidders, with or without the knowledge of Owner, a purpose of which is to establish Bid prices at artificial, non-competitive levels; and
4. "coercive practice" means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the bidding process or affect the execution of the Contract.

10.07 Public Records

- A. Contractor shall allow public access to all documents, papers, letters or other material subject to the provisions of 119, Florida Statute (F.S.) made or received by Contractor in conjunction with this Contract. Specifically, Contractor must:
 1. Keep and maintain public records that ordinarily and necessarily would be required by City (OWNER) in order for City to perform the services being performed by Contractor.
 2. Provide the public with access to public records on the same terms and conditions that City would provide the records and at a cost that does not exceed the cost provided in 119, F.S., or as otherwise provided by law.
 3. Ensure that public records that are exempt or confidential from public records disclosure requirements are not disclosed except as authorized by law.
 4. Meet all requirements for retaining public records or transfer, at no cost to City, all public records in possession of Contractor upon termination of the contract. All records stored electronically must be provided to City in a format that is compatible with the information technology systems of City.

Contractor must promptly provide City with a copy of any request to inspect or copy public records in possession of Contractor and shall promptly provide City a copy of Contractor response to each such request. Failure to grant such public access will be grounds for immediate termination of this Contract by City.

This provision will apply to all services provided unless Contractor can demonstrate by clear and convincing evidence that it is not or was not acting on behalf of City under Florida law. The Contractor will be held liable for plaintiff attorney fees and costs if a suit is properly filed and the court finds that the Contractor unlawfully refused to comply with a public records request within a reasonable time.

The Contractor shall contact Deputy City Clerk LeAnne Williams, Custodian of City Public Records, at (386) 418-6104 or lwilliams@cityofalachua.com, concerning any questions the Contractor may have regarding the duty of Contractor to provide Public Records.

10.08 The Right to Audit

- A. The Contractor agrees to furnish such supporting detail as may be required by the Owner to support charges or invoices, to make available for audit purposes all records covering charges pertinent to the purchase and to make appropriate adjustments in the event discrepancies are found. The Owner will pay the cost of any audit. The Owner shall have the right to audit the Contractor's records pertaining to the work/product for a period of six (6) years after final payment.

10.09 Compliance with Purchasing and Sales Policy and Regulations

- A. City has adopted, published on its Web Site www.cityofalachua.com and requires that all who do business with the City of Alachua agree and adhere to its CITY PURCHASING AND SALES POLICY AND REGULATIONS. Contractor acknowledges notice of such requirement and accepts, understands, and pledges the commitment to act accordingly.

10.10 Delivery of Schedules

- A. See Article 2, Sections 2.05, 2.06 and 2.07 of General Conditions.

10.11 Notices

- A Any notice under this CONTRACT must be in writing, sent by Email, and addressed to the party for whom it is intended at the address last specified herein. The address for giving of notice shall remain until it has been changed by written notice in compliance with the provisions of this Paragraph. For the present, the parties designate the following as the respective addresses for giving of notice:

FOR OWNER:

Donna Smith, Purchasing Manager, do_smith@cityofalachua.org

CC: Rodolfo Valladares, City Manager, ro_valladares@cityofalachua.org

FOR CONTRACTOR:

Virginia Johns, Vice President

Name, Title

Email Address: vjhipp@gmail.com; office@jchipp.com

ARTICLE 11 – EXIGENT CIRCUMSTANCES

- 11.01 The economic conditions in the State of Florida, the United States and the rest of the World are currently in a state of uncertainty to the extent the manufacture, shipping, availability, delivery and, particularly, pricing of building and construction materials are impossible to predict.
- 11.02 The parties, recognizing the set forth market conditions, hereby agree, notwithstanding any language contained in this contract to the contrary, that the Lump Sum Bid submitted in response to RFB 2025-02, that is the subject of this contract was determined and established by the Bidder at the time of submitting its bid. Should pricing of the scheduled materials escalate or deescalate during the term of the contract, the City will recognize the higher or lower price at shipping of individual materials upon the Contractor submitting a properly documented Change Order as to Contract Price. Further, City will, as established by proper documentation, honor and accept Change Orders to extend Contract Times due to unavoidable delays in the delivery of materials.

****SIGNATURE PAGE FOLLOWS****

IN WITNESS WHEREOF, Owner and Contractor have signed this Agreement. Counterparts have been delivered to Owner and Contractor. All portions of the Contract Documents have been signed or have been identified by Owner and Contractor or on their behalf.

This Agreement will be effective on _____ (which is the Effective Date of the Agreement).

OWNER: City of Alachua

CONTRACTOR: John C. Hipp Construction Equipment Company

By: Rodolfo Valladares

By: Virginia H. Johns

Title: City Manager

Title: Vice President

Attest: _____

Attest: _____

Name LeAnne Williams

Name _____

Title: Deputy City Clerk

Title: _____

EXHIBIT A

CAN BE FOUND AT:

<https://owncloud.cityofalachua.org/index.php/s/RvBbKC3lQeiLHEv>

INCLUDES: DRAWINGS AND SPECIFICATIONS

EXHIBIT B
STANDARD GENERAL CONDITIONS OF THE
CONSTRUCTION CONTRACT

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ARTICLE 1 – DEFINITIONS AND TERMINOLOGY

1.01 *Defined Terms*

- A. Wherever used in the Bidding Requirements or Contract Documents and printed with initial capital letters, the terms listed below will have the meanings indicated which are applicable to both the singular and plural thereof. In addition to terms specifically defined, terms with initial capital letters in the Contract Documents include references to identified articles and paragraphs, and the titles of other documents or forms.
1. *Addenda*—Written or graphic instruments issued prior to the opening of Bids which clarify, correct, or change the Bidding Requirements or the proposed Contract Documents.
 2. *Agreement*—The written instrument which is evidence of the agreement between Owner and Contractor covering the Work.
 3. *Application for Payment*—Owner which is to be used by Contractor during the course of the Work in requesting progress or final payments and which is to be accompanied by such supporting documentation as is required by the Contract Documents.
 4. *Bid*—The offer or proposal of a Bidder submitted on the prescribed form setting forth the prices for the Work to be performed.
 5. *Bidder*—The individual or entity who submits a Bid directly to Owner.
 6. *Bidding Documents*—The Bidding Requirements and the proposed Contract Documents (including all Addenda).
 7. *Bidding Requirements*—The advertisement or invitation to bid, Instructions to Bidders, Bid security of acceptable form, if any, and the Bid Form with any supplements.
 8. *Change Order*—which is signed by Contractor and Owner and authorizes an addition, deletion, or revision in the Work or an adjustment in the Contract Price or the Contract Times, issued on or after the Effective Date of the Agreement.
 9. *Claim*—A demand or assertion by Owner or Contractor seeking an adjustment of Contract Price or Contract Times, or both, or other relief with respect to the terms of the Contract. A demand for money or services by a third party is not a Claim.
 10. *Contract*—The entire and integrated written agreement between the Owner and Contractor concerning the Work. The Contract supersedes prior negotiations, representations, or agreements, whether written or oral.
 11. *Contract Documents*—Those items so designated in the Contract and which together comprise the Contract.
 12. *Contract Price*—The moneys payable by Owner to Contractor for completion of the Work in accordance with the Contract Documents as stated in the Contract (subject to the provisions of Paragraph 11.03 in the case of Unit Price Work).

13. *Contract Times*—The number of days or the dates stated in the Contract to: (i) achieve Milestones, if any; (ii) achieve Substantial Completion; and (iii) complete the Work so that it is ready for final payment as evidenced by Owner's written recommendation of final payment.
14. *Contractor*—The individual or entity with whom Owner has entered into the Agreement.
15. *Cost of the Work*—See Paragraph 11.01 for definition.
16. *Drawings*—That part of the Contract Documents which graphically shows the scope, extent, and character of the Work to be performed by Contractor. One electronic copy on Compact Disc will be delivered and attached as an Exhibit A to the written copy of the Contract. A printed, copy will be on file with the City and maintained as the Master Copy. The Master Copy will control in resolving any challenges or disputes concerning the contract documents. Shop Drawings and other Contractor submittals are not Drawings as so defined.
17. *Effective Date of the Agreement*—The date indicated in the Contract on which it becomes effective, but if no such date is indicated, it means the date on which the Contract is signed and delivered by the last of the two parties to sign and deliver.
18. *Hazardous Environmental Condition*—The presence at the Site of Asbestos, PCBs, Petroleum, Hazardous Waste, or Radioactive Material in such quantities or circumstances that may present a substantial danger to persons or property exposed thereto.
19. *Hazardous Waste*—The term Hazardous Waste shall have the meaning provided in Section 1004 of the Solid Waste Disposal Act (42 USC Section 6903) as amended from time to time.
20. *Laws and Regulations; Laws or Regulations*—Any and all applicable laws, rules, regulations, ordinances, codes, and orders of any and all governmental bodies, agencies, authorities, and courts having jurisdiction.
21. *Milestone*—A principal event specified in the Contract Documents relating to an intermediate completion date or time prior to Substantial Completion of all the Work.
22. *Notice to Proceed*—A written notice given by Owner to Contractor fixing the date on which the Contract Times will commence to run and on which Contractor shall start to perform the Work under the Contract Documents.
23. *Owner*—The individual or entity with whom Contractor has entered into the Contract and for whom the Work is to be performed.
24. *PCBs*—Polychlorinated biphenyls.
25. *Petroleum*—Petroleum, including crude oil or any fraction thereof which is liquid at standard conditions of temperature and pressure (60 degrees Fahrenheit and 14.7 pounds per square inch absolute), such as oil, petroleum, fuel oil, oil sludge, oil refuse, gasoline, kerosene, and oil mixed with other non-Hazardous Waste and crude oils.

26. *Progress Schedule*—A schedule, prepared and maintained by Contractor, describing the sequence and duration of the activities comprising the Contractor's plan to accomplish the Work within the Contract Times.
27. *Project*—The total construction of which the Work to be performed under the Contract Documents may be the whole, or a part.
28. *Radioactive Material*—Source, special nuclear, or byproduct material as defined by the Atomic Energy Act of 1954 (42 USC Section 2011 et seq.) as amended from time to time.
29. *Resident Project Representative*—The authorized representative of Owner who may be assigned to the Site or any part thereof.
30. *Samples*—Physical examples of materials, equipment, or workmanship that are representative of some portion of the Work and which establish the standards by which such portion of the Work will be judged.
31. *Schedule of Submittals*—A schedule, prepared and maintained by Contractor, of required submittals and the time requirements to support scheduled performance of related construction activities.
32. *Schedule of Values*—A schedule, prepared and maintained by Contractor, allocating portions of the Contract Price to various portions of the Work and used as the basis for reviewing Contractor's Applications for Payment.
33. *Shop Drawings*—All drawings, diagrams, illustrations, schedules, and other data or information which are specifically prepared or assembled by or for Contractor and submitted by Contractor to illustrate some portion of the Work.
34. *Site*—Lands or areas indicated in the Contract Documents as being furnished by Owner upon which the Work is to be performed, including rights-of-way and easements for access thereto, and such other lands furnished by Owner which are designated for the use of Contractor.
35. *Specifications*—Also referred to as *Technical Specifications*, are that part of the Contract Documents consisting of requirements for materials, equipment, systems, standards and workmanship as applied to the Work, and certain administrative requirements and procedural matters applicable thereto. One printed copy will be delivered to Contractor, along with an electronic copy on Compact Disc being attached as Exhibit D to the written copy of the Contract. A printed copy will be on file with the City and maintained as the Master Copy. The Master Copy will control in resolving any challenges or disputes concerning the contract documents.
36. *Subcontractor*—An individual or entity having a direct contract with Contractor or with any other Subcontractor for the performance of a part of the Work at the Site.
37. *Substantial Completion*—The time at which the Work (or a specified part thereof) has progressed to the point where, in the opinion of Owner, the Work (or a specified part thereof) is sufficiently complete, in accordance with the Contract Documents, so that the Work (or a specified part thereof) can be utilized for the purposes for which it is intended.

The terms “substantially complete” and “substantially completed” as applied to all or part of the Work refer to Substantial Completion thereof.

38. *Successful Bidder*—The Bidder submitting a responsive Bid to whom Owner makes an award.
39. *Supplemental Conditions (Exhibit C)* — That part of the Contract Documents which amends or supplements these General Conditions.
40. *Supplier*—A manufacturer, fabricator, supplier, distributor, materialman, or vendor having a direct contract with Contractor or with any Subcontractor to furnish materials or equipment to be incorporated in the Work by Contractor or Subcontractor.
41. *Underground Facilities*—All underground pipelines, conduits, ducts, cables, wires, manholes, vaults, tanks, tunnels, or other such facilities or attachments, and any encasements containing such facilities, including those that convey electricity, gases, steam, liquid petroleum products, telephone or other communications, cable television, water, wastewater, storm water, other liquids or chemicals, or traffic or other control systems.
42. *Unit Price Work*—Work to be paid for on the basis of unit prices.
43. *Work*—The entire construction or the various separately identifiable parts thereof required to be provided under the Contract Documents. Work includes and is the result of performing or providing all labor, services, and documentation necessary to produce such construction, and furnishing, installing, and incorporating all materials and equipment into such construction, all as required by the Contract Documents.

1.02 Terminology

- A. The words and terms discussed in Paragraph 1.02.B through F are not defined but, when used in the Bidding Requirements or Contract Documents, have the indicated meaning.
- B. *Intent of Certain Terms or Adjectives:*
 1. The Contract Documents include the terms “as allowed,” “as approved,” “as ordered,” “as directed” or terms of like effect or import to authorize an exercise of judgment by Owner. In addition, the adjectives “reasonable,” “suitable,” “acceptable,” “proper,” “satisfactory,” or adjectives of like effect or import are used to describe an action or determination of Owner as to the Work. It is intended that such exercise of judgment, action, or determination will be solely to evaluate, in general, the Work for compliance with the information in the Contract Documents and with the design concept of the Project as a functioning whole as shown or indicated in the Contract Documents (unless there is a specific statement indicating otherwise).
- C. *Day:*
 1. The word “day” means a calendar day of 24 hours measured from midnight to the next midnight.
- D. *Defective:*

1. The word “defective,” when modifying the word “Work,” refers to Work that is unsatisfactory, faulty, or deficient in that it:
 - a. does not conform to the Contract Documents; or
 - b. does not meet the requirements of any applicable inspection, reference standard, test, or approval referred to in the Contract Documents; or
 - c. has been damaged prior to final payment (unless responsibility for the protection thereof has been assumed by Owner at Substantial Completion in accordance with Paragraph 14.04 or 14.05).

E. *Furnish, Install, Perform, Provide:*

1. The word “furnish,” when used in connection with services, materials, or equipment, shall mean to supply and deliver said services, materials, or equipment to the Site (or some other specified location) ready for use or installation and in usable or operable condition.
 2. The word “install,” when used in connection with services, materials, or equipment, shall mean to put into use or place in final position said services, materials, or equipment complete and ready for intended use.
 3. The words “perform” or “provide,” when used in connection with services, materials, or equipment, shall mean to furnish and install said services, materials, or equipment complete and ready for intended use.
 4. When “furnish,” “install,” “perform,” or “provide” is not used in connection with services, materials, or equipment in a context clearly requiring an obligation of Contractor, “provide” is implied.
- F. Unless stated otherwise in the Contract Documents, words or phrases that have a well-known technical or construction industry or trade meaning are used in the Contract Documents in accordance with such recognized meaning.

ARTICLE 2 – PRELIMINARY MATTERS

2.01 *Delivery of Bonds and Evidence of Insurance*

- A. Before Owner delivers the executed counterparts of the Contract to Contractor, Contractor shall deliver to Owner such bonds as Contractor may be required to furnish.
- B. *Evidence of Insurance:* Before any Work at the Site is started, Contractor shall deliver such evidence of insurance, with copies to each additional insured, which Contractor is required to purchase and maintain in accordance with Article 5.

2.02 *Copies of Documents*

- A. Bid documents are available on the City’s website, www.cityofalachua.org and can be found by selecting Administrative Services, then selecting Purchasing Division and selecting RFQ, RFP and RFB’s.

2.03 Commencement of Contract Times; Notice to Proceed

- A. The Contract Times will commence on the day indicated in the Notice to Proceed. A Notice to Proceed may be given at any time within 30 days after the Effective Date of the Contract but not before delivery to Contractor of a City Purchase Order. In no event will the Contract Times commence to run later than the sixtieth day after the day of Bid opening or the thirtieth day after the Effective Date of the Agreement, whichever date is earlier.

2.04 Starting the Work

- A. Contractor shall start to perform the Work on the date when the Contract Times commence to run. No Work shall be done at the Site prior to the date on which the Contract Times commence to run.

2.05 Before Starting Construction

- A. *Preliminary Schedules:* Within 10 days after the Effective Date of the Contract (unless otherwise specified in the General Requirements or Supplemental Conditions), Contractor shall timely submit owner for review and acceptance the following schedules:
 - 1. a preliminary Progress Schedule indicating the times (numbers of days or dates) for starting and completing the various stages of the Work, including any Milestones specified in the Contract Documents;
 - 2. a preliminary Schedule of Submittals; and
 - 3. a preliminary Schedule of Values for all of the Work, to include that submitted as a part of the Contract Price solicitation process and attached to the Contract as an Exhibit, which includes quantities and prices of items which when added together equal the Contract Price and subdivides the Work into component parts in sufficient detail to serve as the basis for progress payments during performance of the Work. Such prices will include an appropriate amount of overhead and profit applicable to each item of Work.

2.06 Preconstruction Conference; Designation of Authorized Representatives

- A. Before any Work at the Site is started, a conference attended by Owner, Contractor, 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 Paragraph 2.05.A, procedures for handling Shop Drawings and other submittals, processing Applications for Payment, and maintaining required records.
- B. At this conference Owner and Contractor each shall designate, in writing, a specific individual to act as its authorized representative with respect to the services and responsibilities under the Contract. Such individuals shall have the authority to transmit instructions, receive information, render decisions relative to the Contract, and otherwise act on behalf of each respective party.

2.07 Initial Acceptance of Schedules

- A. At least 10 days before submission of the first Application for Payment a conference attended by Contractor, and others as appropriate will be held to review for acceptability to Owner as

provided below the schedules submitted in accordance with Paragraph 2.05.A. Contractor shall have an additional 10 days to make corrections and adjustments and to complete and resubmit the schedules. No progress payment shall be made to Contractor until acceptable schedules are submitted to Owner.

1. The Progress Schedule will be acceptable to Owner if it provides an orderly progression of the Work to completion within the Contract Times. Such acceptance will not impose on Owner responsibility for the Progress Schedule, for sequencing, scheduling, or progress of the Work, nor interfere with or relieve Contractor from Contractor's full responsibility therefor.
2. Contractor's Schedule of Submittals will be acceptable to Owner if it provides a workable arrangement for reviewing and processing the required submittals.
3. Contractor's Schedule of Values will be acceptable to Owner as to form and substance if upon review, it provides a reasonable allocation of the Contract Price to component parts of the Work; otherwise changes will be required for the contractor before the Schedule of Values is accepted.

ARTICLE 3 – CONTRACT DOCUMENTS: INTENT, AMENDING, REUSE

3.01 *Intent*

- A. The Contract Documents are complementary; what is required by one is as binding as if required by all.
- B. 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 labor, documentation, services, materials, or equipment that reasonably may be inferred from the Contract Documents or from prevailing custom or trade usage as being required to produce the indicated result will be provided whether or not specifically called for, at no additional cost to Owner.

3.02 *Reference Standards*

- A. Standards, Specifications, Codes, Laws, and Regulations
 1. Reference to standards, specifications, manuals, or codes of any technical society, organization, or association, or to Laws or Regulations, whether such reference be specific or by implication, shall mean the standard, specification, manual, code, or Laws or Regulations in effect at the time of opening of Bids (or on the Effective Date of the Contract if there were no Bids), except as may be otherwise specifically stated in the Contract Documents.
 2. No provision of any such standard, specification, manual, or code, or any instruction of a Supplier, shall be effective to change the duties or responsibilities of Owner, Contractor, or any of their subcontractors, consultants, agents, or employees, from those set forth in the Contract Documents. No such provision or instruction shall be effective to assign to Owner, or any of their officers, directors, members, partners, employees, agents, consultants, or subcontractors, any duty or authority to supervise or direct the performance

of the Work or any duty or authority to undertake responsibility inconsistent with the provisions of the Contract Documents.

3.03 *Reporting and Resolving Discrepancies*

A. *Reporting Discrepancies:*

1. *Contractor Review of Contract Documents Before Starting Work:* Before undertaking each part of the Work, Contractor shall carefully study and compare the Contract Documents and check and verify pertinent figures therein and all applicable field measurements. Contractor shall promptly report in writing to Owner any conflict, error, ambiguity, or discrepancy which Contractor discovers, or has actual knowledge of, and shall obtain a written interpretation or clarification from Owner before proceeding with any Work affected thereby.
2. *Contractor Review of Contract Documents During Performance of Work:* If, during the performance of the Work, Contractor discovers any conflict, error, ambiguity, or discrepancy within the Contract Documents, or between the Contract Documents and (a) any applicable Law or Regulation, (b) any standard, specification, manual, or code, or (c) any instruction of any Supplier, then Contractor shall promptly report it to Owner in writing. Contractor shall not proceed with the Work affected thereby (except in an emergency as required by Paragraph 6.17.A) until an amendment or supplement to the Contract Documents has been issued by one of the methods indicated in Paragraph 3.04.
3. Contractor shall not be liable to Owner or Owner for failure to report any conflict, error, ambiguity, or discrepancy in the Contract Documents unless Contractor had actual knowledge thereof.

B. *Resolving Discrepancies:*

1. Except as may be otherwise specifically stated in the Contract Documents, 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:
 - a. the provisions of any standard, specification, manual, or code, or the instruction of any Supplier (whether or not specifically incorporated by reference in the Contract Documents); or
 - b. the provisions of any 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).

3.04 *Amending and Supplementing Contract Documents*

- A. The Contract Documents may be amended to provide for additions, deletions, and revisions in the Work or to modify the terms and conditions thereof only by a Change Order.

3.05 *Reuse of Documents*

- A. Contractor and any Subcontractor or Supplier shall not:

1. 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 Owner or its consultants, including electronic media editions; or
 2. reuse any such Drawings, Specifications, other documents, or copies thereof on extensions of the Project or any other project without written consent of Owner and specific written verification or adaptation by Owner.
- B. The prohibitions of this Paragraph 3.05 will survive final payment, or termination of the Contract. Nothing herein shall preclude Contractor from retaining copies of the Contract Documents for record purposes.

3.06 *Electronic Data*

- A. The data furnished by Owner to Contractor, or by Contractor to Owner, of text, data, graphics, or other types should be in electronic searchable format (*.pdf).
- B. Because data stored in electronic media format can deteriorate or be modified inadvertently or otherwise without authorization of the data's creator, the party receiving electronic files agrees that it will perform acceptance tests or procedures within 5 days, after which the receiving party shall be deemed to have accepted the data thus transferred. Any errors detected within the 5 day acceptance period will be corrected by the transferring party.
- C. When transferring documents in electronic media format, the transferring party makes no representations as to long term compatibility, usability, or readability of documents resulting from the use of software application packages, operating systems, or computer hardware differing from those used by the data's creator.

ARTICLE 4 – AVAILABILITY OF LANDS; SUBSURFACE AND PHYSICAL CONDITIONS; HAZARDOUS ENVIRONMENTAL CONDITIONS; REFERENCE POINTS

4.01 *Availability of Lands*

- A. Owner shall furnish the Site. Owner shall notify Contractor of any encumbrances or restrictions not of general application but specifically related to use of the Site with which Contractor must comply in performing the Work. Owner will obtain in a timely manner and pay for easements for permanent structures or permanent changes in existing facilities. If Contractor and Owner are unable to agree on entitlement to or on the amount or extent, if any, of any adjustment in the Contract Price or Contract Times, or both, as a result of any delay in Owner's furnishing the Site or a part thereof, Contractor may make a Claim therefor as provided in Paragraph 10.05.
- B. Upon reasonable written request, Owner shall furnish Contractor with a current statement of record legal title and legal description of the lands upon which the Work is to be performed and Owner's interest therein.
- C. Contractor shall provide for all additional lands and access thereto that may be required for temporary construction facilities or storage of materials and equipment.

4.02 *Differing Subsurface or Physical Conditions*

A. *Notice:* If Contractor believes that any subsurface or physical condition that is uncovered or revealed either:

1. is of such a nature as to establish that any “technical data” on which Contractor is entitled to rely as provided in Paragraph 4.02 is materially inaccurate; or
2. is of such a nature as to require a change in the Contract Documents; or
3. differs materially from that shown or indicated in the Contract Documents; or
4. is of an unusual nature, and differs materially from conditions ordinarily encountered and generally recognized as inherent in work of the character provided for in the Contract Documents;

then Contractor shall, promptly after becoming aware thereof and before further disturbing the subsurface or physical conditions or performing any Work in connection therewith (except in an emergency as required by Paragraph 6.17.A), notify Owner in writing about such condition. Contractor shall not further disturb such condition or perform any Work in connection therewith (except as aforesaid) until receipt of written order to do so.

B. *Review:* After receipt of written notice as required by Paragraph 4.02.A, Owner will promptly review the pertinent condition, determine the necessity of Owner obtaining exploration or tests with respect thereto, and advise Contractor in writing (with a copy to Contractor) of Owner’s findings and conclusions.

C. *Possible Price and Times Adjustments:*

1. The Contract Price or the Contract Times, or both, will be equitably adjusted to the extent that the existence of such differing subsurface or physical condition causes an increase or decrease in Contractor’s cost of, or time required for, performance of the Work; subject, however, to the following:
 - a. with respect to Work that is paid for on a unit price basis, any adjustment in Contract Price will be subject to the provisions of Paragraphs 9.07 and 11.03.
2. Contractor shall not be entitled to any adjustment in the Contract Price or Contract Times if:
 - a. Contractor knew of the existence of such conditions at the time Contractor made a final commitment to Owner with respect to Contract Price and Contract Times by the submission of a Bid or becoming bound under a negotiated contract; or
 - b. the existence of such condition could reasonably have been discovered or revealed as a result of any examination, investigation, exploration, test, or study of the Site and contiguous areas required by the Bidding Requirements or Contract Documents to be conducted by or for Contractor prior to Contractor’s making such final commitment; or
 - c. Contractor failed to give written notice as required by Paragraph 4.02.A.

3. If Owner and Contractor are unable to agree on entitlement to or on the amount or extent, if any, of any adjustment in the Contract Price or Contract Times, or both, a Claim may be made therefor as provided in Paragraph 10.05. However, neither Owner, or any of their officers, directors, members, partners, employees, agents, consultants, or subcontractors shall be liable to Contractor for any claims, costs, losses, or damages (including but not limited to all fees and charges of Owners, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) sustained by Contractor on or in connection with any other project or anticipated project.

4.03 *Underground Facilities*

A. *Shown or Indicated:* 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 Owner by the owners of such Underground Facilities, including Owner, or by others.

1. Owner shall not be responsible for the accuracy or completeness of any such information or data provided by others; and
2. the cost of all of the following will be included in the Contract Price, and Contractor shall have full responsibility for:
 - a. reviewing and checking all such information and data;
 - b. locating all Underground Facilities shown or indicated in the Contract Documents;
 - c. coordination of the Work with the owners of such Underground Facilities, including Owner, during construction; and
 - d. the safety and protection of all such Underground Facilities and repairing any damage thereto resulting from the Work.

B. *Not Shown or Indicated:*

1. If an Underground Facility is uncovered or revealed at or contiguous to the Site which was not shown or indicated, or not shown or indicated with reasonable accuracy in the Contract Documents, Contractor shall, promptly after becoming aware thereof and before further disturbing conditions affected thereby or performing any Work in connection therewith (except in an emergency as required by Paragraph 6.17.A), identify the owner of such Underground Facility and give written notice to that owner and to Owner. Owner 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 or location of the Underground Facility. During such time, Contractor shall be responsible for the safety and protection of such Underground Facility.
2. If Owner concludes that a change in the Contract Documents is required, a Change Order will be issued to reflect and document such consequences. An equitable adjustment shall be made in the Contract Price or Contract Times, or both, to the extent that they are attributable to the existence or location of any Underground Facility that was not shown or indicated or not shown or indicated with reasonable accuracy in the Contract Documents

and that Contractor did not know of and could not reasonably have been expected to be aware of or to have anticipated. If Owner and Contractor are unable to agree on entitlement to or on the amount or extent, if any, of any such adjustment in Contract Price or Contract Times, Owner or Contractor may make a Claim therefor as provided in Paragraph 10.05.

4.04 *Reference Points*

- A. Owner shall provide maps to establish reference points for construction which in Owner's judgment are necessary to enable Contractor to proceed with the Work. Contractor shall be responsible for laying out the Work, shall protect and preserve the established reference points and property monuments, and shall make no changes or relocations without the prior written approval of Owner. Contractor shall report to Owner whenever any reference point or property monument is lost or destroyed or requires relocation because of necessary changes in grades or locations, and shall be responsible for the accurate replacement or relocation of such reference points or property monuments by professionally qualified personnel.

4.05 *Hazardous Environmental Condition at Site*

- A. Contractor shall not be responsible for any Hazardous Environmental Condition 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. Contractor shall be responsible for a Hazardous Environmental Condition created with any materials brought to the Site by Contractor, Subcontractors, Suppliers, or anyone else for whom Contractor is responsible.
- B. If Contractor encounters a Hazardous Environmental Condition or if Contractor or anyone for whom Contractor is responsible creates a Hazardous Environmental Condition, Contractor shall immediately: (i) secure or otherwise isolate such condition; (ii) stop all Work in connection with such condition and in any area affected thereby (except in an emergency as required by Paragraph 6.17.A); and (iii) notify Owner (and promptly thereafter confirm such notice in writing). Owner shall determine the necessity for Owner to retain a qualified expert to evaluate such condition or take corrective action, if any. Owner shall take such actions as are necessary to permit Contractor to timely obtain required permits and provide Contractor the written notice.
- C. Contractor shall not be required to resume Work in connection with such condition or in any affected area until after Owner has obtained any required permits related thereto and delivered written notice to Contractor: (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 Owner and Contractor cannot agree as to entitlement to or on the amount or extent, if any, of any adjustment in Contract Price or Contract Times, or both, as a result of such Work stoppage or such special conditions under which Work is agreed to be resumed by Contractor, either party may make a Claim therefor as provided in Paragraph 10.05.
- D. If after receipt of such written notice 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 Owner may order the portion of the Work that is in the area affected by such condition to be deleted from the Work. If Owner and Contractor cannot agree as to entitlement to or on the amount or extent, if any, of an adjustment in Contract Price or Contract Times as

a result of deleting such portion of the Work, then either party may make a Claim therefor as provided in Paragraph 10.05. Owner may have such deleted portion of the Work performed by Owner's own forces or others in accordance with Article 7.

- E. To the fullest extent permitted by Laws and Regulations, Contractor shall indemnify and hold harmless Owner, and the officers, directors, members, partners, employees, agents, consultants, and subcontractors of Owner from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of Owners, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to a Hazardous Environmental Condition created by Contractor or by anyone for whom Contractor is responsible. Nothing in this Paragraph 4.05.E shall obligate Contractor to indemnify any individual or entity from and against the consequences of that individual's or entity's own negligence.
- F. The provisions of Paragraphs 4.02 and 4.03 do not apply to a Hazardous Environmental Condition uncovered or revealed at the Site.

ARTICLE 5 – BONDS AND INSURANCE

5.01 *Performance, Payment, and Other Bonds*

- A. Contractor shall furnish performance and payment bonds, each in an amount at least equal to the Contract Price as security for the faithful performance and payment of all of Contractor's obligations under the Contract Documents. These bonds shall remain in effect until one year after the date when final payment becomes due or until completion of the correction period specified in Paragraph 13.07, whichever is later, except as provided otherwise by Laws or Regulations or by the Contract Documents. Contractor shall also furnish such other bonds as are required by the Contract Documents.
- B. All bonds shall be in the form prescribed by the Contract Documents except as provided otherwise by Laws or Regulations, and shall be executed by such sureties as are named in the 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 Financial Management Service, Surety Bond Branch, U.S. Department of the Treasury. All bonds signed by an agent or attorney-in-fact must be accompanied by a certified copy of that individual's authority to bind the surety. The evidence of authority shall show that it is effective on the date the agent or attorney-in-fact signed each bond.
- C. If the surety on any bond furnished by Contractor is declared bankrupt or becomes insolvent or its right to do business is terminated in any state where any part of the Project is located or it ceases to meet the requirements of Paragraph 5.01.B, Contractor shall promptly notify Owner and Owner and shall, within 20 days after the event giving rise to such notification, provide another bond and surety, both of which shall comply with the requirements of Paragraphs 5.01.B and 5.02.

5.02 *Licensed Sureties and Insurers*

- A. All bonds and insurance required by the Contract Documents to be purchased and maintained by Owner or Contractor shall be obtained from surety or insurance companies that are duly licensed or authorized in the jurisdiction in which the Project is located to issue bonds or

insurance policies for the limits and coverages so required. Such surety and insurance companies shall also meet such additional requirements and qualifications as may be provided in the Supplemental Conditions.

- B. Bid Bonds. Shall be in the form of a cashier's check, other certified Bank Check (made payable to the City of Alachua) or other surety as described in A., supra. Bid Bonds will be returned to Bidder upon complete execution of the Contract for the work at the price Bid. The Bid Bond will be automatically converted to the property of the City of Alachua if the Bidder has not executed the Contract as set forth in this paragraph within seven (7) City working days after Bid Award.

5.03 *Certificates of Insurance*

- A. Contractor shall deliver to Owner, before beginning any work, and with copies to each additional insured and loss payee identified in the Supplemental Conditions, certificates of insurance (and other evidence of insurance requested by Owner or any other additional insured) which Contractor is required to purchase and maintain.
- B. Failure of Owner to demand such certificates or other evidence of Contractor's full compliance with these insurance requirements or failure of Owner to identify a deficiency in compliance from the evidence provided shall not be construed as a waiver of Contractor's obligation to maintain such insurance.
- C. Owner does not represent that insurance coverage and limits established in this Contract necessarily will be adequate to protect Contractor.
- D. The insurance and insurance limits required herein shall not be deemed as a limitation on Contractor's liability under the indemnities granted to Owner in the Contract Documents.

5.04 *Contractor's Insurance*

- A. Contractor shall purchase and maintain such insurance as is appropriate for the Work being performed and as will provide protection from claims set forth below which may arise out of or result from Contractor's performance of the Work and Contractor's other obligations under the Contract Documents, whether it is to be performed by Contractor, any Subcontractor or Supplier, or by anyone directly or indirectly employed by any of them to perform any of the Work, or by anyone for whose acts any of them may be liable:
 - 1. claims under workers' compensation, disability benefits, and other similar employee benefit acts;
 - 2. claims for damages because of bodily injury, occupational sickness or disease, or death of Contractor's employees;
 - 3. claims for damages because of bodily injury, sickness or disease, or death of any person other than Contractor's employees;
 - 4. claims for damages insured by reasonably available personal injury liability coverage which are sustained:

- a. by any person as a result of an offense directly or indirectly related to the employment of such person by Contractor, or
 - b. by any other person for any other reason;
 - 5. claims for damages, other than to the Work itself, because of injury to or destruction of tangible property wherever located, including loss of use resulting therefrom; and
 - 6. claims for damages because of bodily injury or death of any person or property damage arising out of the ownership, maintenance or use of any motor vehicle.
- B. The policies of insurance required by this Paragraph 5.04 shall:
- 1. with respect to insurance required by Paragraphs 5.04.A.3 through 5.04.A.6 inclusive, be written on an occurrence basis, include as additional insureds (subject to any customary exclusion regarding professional liability) Owner, and any other individuals or entities identified in the Contract Documents, all of whom shall be listed as additional insureds, and include coverage for the respective officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of all such additional insureds, and the insurance afforded to these additional insureds shall provide primary coverage for all claims covered thereby;
 - 2. include at least the specific coverages and be written for not less than the limits of liability provided in the Contract Documents or required by Laws or Regulations, whichever is greater;
 - 3. include contractual liability insurance covering Contractor's indemnity obligations under Paragraphs 6.12 and 6.21;
 - 4. contain a provision or endorsement that the coverage afforded will not be canceled, materially changed or renewal refused until at least 30 days prior written notice has been given to Owner and Contractor and to each other additional insured identified in the Supplemental Conditions to whom a certificate of insurance has been issued (and the certificates of insurance furnished by the Contractor pursuant to Paragraph 5.03 will so provide);
 - 5. remain in effect at least until final payment and at all times thereafter when Contractor may be correcting, removing, or replacing defective Work in accordance with Paragraph 13.07; and
 - 6. include completed operations coverage:
 - a. Such insurance shall remain in effect for two years after final payment.
 - b. Contractor shall furnish Owner and each other additional insured identified in the Contract Documents, to whom a certificate of insurance has been issued, evidence satisfactory to Owner and any such additional insured of continuation of such insurance at final payment and one year thereafter.

5.05 *Property Insurance*

- A. Contractor shall purchase and maintain property insurance upon the Work at the Site in the amount of the full replacement cost thereof (subject to such deductible amounts as may be provided in the Supplemental Conditions or required by Laws and Regulations). This insurance shall:
1. include the interests of Owner, Contractor, Subcontractors, and Engineer, and any other individuals or entities identified in the Supplemental Conditions, and the officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of them, each of whom is deemed to have an insurable interest and shall be listed as a loss payee;
 2. be written on a Builder's Risk "all-risk" policy form that shall at least include insurance for physical loss or damage to the Work, temporary buildings, falsework, and materials and equipment in transit, and shall insure against at least the following perils or causes of loss: fire, lightning, extended coverage, theft, vandalism and malicious mischief, earthquake, sinkhole, collapse, debris removal, demolition occasioned by enforcement of Laws and Regulations, water damage (other than that caused by flood), and such other perils or causes of loss as may be specifically required by the Supplemental Conditions.
 3. include expenses incurred in the repair or replacement of any insured property (including but not limited to fees and charges of engineers and architects);
 4. cover materials and equipment stored at the Site or at another insured location that was agreed to in writing by Owner prior to being incorporated in the Work, provided that such materials and equipment have been included in an Application for Payment recommended by Engineer;
 5. allow for partial utilization of the Work by Owner;
 6. include testing and startup; and
 7. be maintained in effect until Certificate of Occupancy has been obtained and final payment is made unless otherwise agreed to in writing by Owner, Contractor, and Engineer with 30 days written notice to each other loss payee to whom a certificate of insurance has been issued.
- B. Owner shall purchase and maintain such equipment breakdown insurance or additional property insurance as may be required by the Supplemental Conditions or Laws and Regulations which will include the interests of Owner, Contractor, Subcontractors, and Engineer, and any other individuals or entities identified in the Supplemental Conditions, and the officers, directors, members, partners, employees, agents, consultants and subcontractors of each and any of them, each of whom is deemed to have an insurable interest and shall be listed as a loss payee.
- C. All the policies of insurance (and the certificates or other evidence thereof) required to be purchased and maintained in accordance with this Paragraph 5.06 will contain a provision or endorsement that the coverage afforded will not be canceled or materially changed or renewal refused until at least 30 days prior written notice has been given to Owner and Contractor and to each other loss payee to whom a certificate of insurance has been issued and will contain waiver provisions in accordance with Paragraph 5.07.

- D. Owner shall not be responsible for purchasing and maintaining any property insurance specified in this Paragraph 5.06 to protect the interests of Contractor, Subcontractors, or others in the Work to the extent of any deductible amounts that are identified in the Supplemental Conditions. The risk of loss within such identified deductible amount will be borne by Contractor, Subcontractors, or others suffering any such loss, and if any of them wishes property insurance coverage within the limits of such amounts, each may purchase and maintain it at the purchaser's own expense.

5.06 Waiver of Rights

- A. Owner and Contractor intend that all policies purchased in accordance with Paragraph 5.03 and 5.04 will protect Owner, Contractor, Subcontractors, and any other individuals or entities identified in the Supplemental Conditions as loss payees (and the officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of them) in such policies and will provide primary coverage for all losses and damages caused by the perils or causes of loss covered thereby. All such policies shall contain provisions to the effect that in the event of payment of any loss or damage the insurers will have no rights of recovery against any of the insureds or loss payees thereunder. Owner and Contractor waive all rights against each other and their respective officers, directors, members, partners, employees, agents, consultants and subcontractors of each and any of them for all losses and damages caused by, arising out of or resulting from any of the perils or causes of loss covered by such policies and any other property insurance applicable to the Work; and, in addition, waive all such rights against Subcontractors and all other individuals or entities identified as loss payees (and the officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of them) under such policies for losses and damages so caused. None of the above waivers shall extend to the rights that any party making such waiver may have to the proceeds of insurance held by Owner as trustee or otherwise payable under any policy so issued.
- B. Owner and Contractor waive all rights against the other for:
1. loss due to business interruption, loss of use, or other consequential loss extending beyond direct physical loss or damage to Owner's property or the Work caused by, arising out of, or resulting from fire or other perils whether or not insured; and
 2. loss or damage to the completed Project or part thereof caused by, arising out of, or resulting from fire or other insured peril or cause of loss covered by any property insurance maintained on the completed Project or part thereof during partial utilization pursuant to Paragraph 14.05, after Substantial Completion or after final payment.
- C. Any insurance policy maintained by Contractor covering any loss, damage or consequential loss referred to in Paragraph 5.05 shall contain provisions to the effect that in the event of payment of any such loss, damage, or consequential loss, the insurers will have no rights of recovery against Owner, Contractor, Subcontractors and the officers, directors, members, partners, employees, agents, consultants and subcontractors of each and any of them.

5.07 Receipt and Application of Insurance Proceeds

- A. Any insured loss under the policies of insurance will be adjusted with Owner and made payable to Owner as fiduciary for the loss payees, as their interests may appear, subject to the

requirements of any applicable mortgage clause. Owner shall deposit in a separate account any money so 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 moneys so received applied on account thereof, and the Work and the cost thereof covered by an appropriate Change Order.

- B. Owner as fiduciary shall have power to adjust and settle any loss with the insurers unless one of the parties in interest shall object in writing within 15 days after the occurrence of loss to Owner's exercise of this power. If such objection be made, Owner as fiduciary shall make settlement with the insurers in accordance with such agreement as the parties in interest may reach. If no such agreement among the parties in interest is reached, Owner as fiduciary shall adjust and settle the loss with the insurers and, if required in writing by any party in interest, Owner as fiduciary shall give bond for the proper performance of such duties.

5.08 *Acceptance of Bonds and Insurance; Option to Replace*

- A. If Owner has any objection to the coverage afforded by or other provisions of the bonds or insurance required to be purchased and maintained by the Contractor in accordance with Article 5 on the basis of non-conformance with the Contract Documents, the Owner shall so notify the other party in writing within 10 days after receipt of the certificates (or other evidence requested) required by Paragraph 2.01.B. Contractor shall provide to Owner such additional information in respect of insurance provided as the Owner may reasonably request. If Contractor does not purchase or maintain all of the bonds and insurance required of such party by the Contract Documents, Contractor shall notify the Owner in writing of such failure to purchase prior to the start of the Work, or of such failure to maintain prior to any change in the required coverage. Without prejudice to any other right or remedy, the Owner may elect to obtain equivalent bonds or insurance to protect Owner interests at the expense of Contractor who was required to provide such coverage, and a Change Order shall be issued to adjust the Contract Price accordingly.

ARTICLE 6 – CONTRACTOR'S RESPONSIBILITIES

6.01 *Supervision and Superintendence*

- A. Contractor shall supervise, inspect, and direct the Work competently and efficiently, devoting such attention thereto and applying such skills and expertise as may be necessary to perform the Work in accordance with the Contract Documents. Contractor shall be solely responsible for the means, methods, techniques, sequences, and procedures of construction. Contractor shall not be responsible for the negligence of Owner in the design or specification of a specific means, method, technique, sequence, or procedure of construction which is shown or indicated in and expressly required by the Contract Documents.
- B. At all times during the progress of the Work, Contractor shall assign a competent resident superintendent who shall not be replaced without written notice to Owner except under extraordinary circumstances.

6.02 *Independent Contractor*

- A. In the Owner performance of its duties and responsibilities under this Agreement, it is mutually understood and agreed the Contractor is at all time 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. The Contractor shall at all times remain an independent contractor with respects to the services to be performed under this agreement.

- B The Contractor, its officers, agents, employees, subcontractors, or assignees, in performance of this Agreement shall act in the capacity of an independent contractor and as an officer, employee, agent joint venture, or partner of the Owner. Nor shall the Contractor represent to others that, as the Contractor, it has the authority to bind Owner unless specially authorized to do so.
- C Neither the Contractor, nor its officers, agents, employees subcontractors, or assignees are entitles to State retirement or State leave benefit, or to any other compensation of State employment as result of performing the duties obligated in this Agreement.
- D The Contractor agrees to take such action as made be necessary to ensure that each subcontractor will be deemed to be an independent contractor and will not be considered or permitted to be as agent, employee, servant, joint venturer, or partner of the Owner.
- E Owner shall not be responsible for withholding taxes with respect to the Contractor use of funds under this Agreement. The Contractor shall have no claim against Owner for vacation pay, sick leave, retirement benefits, social security, workers compensation, health or disability benefits, reemployment assistance benefits, or employee benefits of any kind. The contractor shall ensure that its employees, subcontractors and other agents receive necessary workers compensation and reemployment assistance benefits from an employer other than Owner.
- F The Contractor, at all times during this Agreement, must comply with the reporting and Reemployment Assistance contribution payment requirements of Chapter 443, F.S.

6.03 *Labor; Working Hours*

- A. *E-Verify*- The Contractor shall utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all employees during the term of the contract; and shall expressly require any subcontractors performing work or providing services pursuant to this contract to likewise utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all employees hired by the subcontractor during the contract term.
- B. *Compliance*- The Contractor shall perform the Agreement in a good and workmanlike manner, with reasonable care, in accordance with the terms and provisions of this Agreement and all applicable federal, state, local, administrative, regulatory, safety and environmental laws, codes, rules, regulations, policies, procedures, guidelines, standards, specifications and permits, as the same may be constituted and amended from time to time, including, without limitation, those of the FDOT, Water Management District with requisite jurisdiction, Florida Department of Environmental Protection, Environmental Protection Agency, Army Corps of Engineers, United States Coast Guard and local governmental entities ("Governmental Law").

- C. Contractor shall provide competent, suitably qualified personnel to survey and lay out the Work and perform construction as required by the Contract Documents. Contractor shall at all times maintain good discipline and order at the Site.
- D. Except as otherwise required for the safety or protection of persons or the Work or property at the Site or adjacent thereto, and except as otherwise stated in the Contract Documents, all Work at the Site shall be performed during regular working hours. Contractor will not permit the performance of Work during extended working hours, on a Saturday, Sunday, or any legal holiday without Owner's written consent (which will not be unreasonably withheld) given after prior written notice to Owner.

6.04 *Services, Materials, and Equipment*

- A. Unless otherwise specified in the Contract Documents, Contractor shall provide and assume full responsibility for all services, materials, equipment, labor, transportation, construction equipment and machinery, tools, appliances, fuel, power, light, heat, telephone, water, sanitary facilities, temporary facilities, and all other facilities and incidentals necessary for the performance, testing, start-up, and completion of the Work.
- B. All materials and equipment incorporated into the Work shall be as specified or, if not specified, shall be of good quality and new, except as otherwise provided in the Contract Documents. All special warranties and guarantees required by the Specifications shall expressly run to the benefit of Owner. If required by Owner, Contractor shall furnish satisfactory evidence (including reports of required tests) as to the source, kind, and quality of materials and equipment.
- C. All materials and equipment shall be stored, applied, installed, connected, erected, protected, used, cleaned, and conditioned in accordance with instructions of the applicable Supplier, except as otherwise may be provided in the Contract Documents.

6.05 *Progress Schedule*

- A. Contractor shall adhere to the Progress Schedule established in accordance with Paragraph 2.07 as it may be adjusted from time to time as provided below.
 - 1. Contractor shall submit to Owner for acceptance (to the extent indicated in Paragraph 2.07) proposed adjustments in the Progress Schedule that will not result in changing the Contract Times. Such adjustments will comply with any provisions of the General Requirements applicable thereto.
 - 2. Proposed adjustments in the Progress Schedule that will change the Contract Times shall be submitted in accordance with the requirements of Article 12. Adjustments in Contract Times may only be made by a Change Order.

6.06 *Substitutes and "Or-Equals"*

- A. Whenever an item of material or equipment is specified or described in the Contract Documents by using the name of a proprietary item or the name of a particular Supplier, the specification or description is intended to establish the type, function, appearance, and quality required. Unless the specification or description contains or is followed by words reading that

no like, equivalent, or “or-equal” item or no substitution is permitted, other items of material or equipment or material or equipment of other Suppliers may be submitted to Owner for review under the circumstances described below.

1. *“Or-Equal” Items:* If in Owner’s sole discretion an item of material or equipment proposed by Contractor is functionally equal to that named and sufficiently similar so that no change in related Work will be required, it may be considered by Owner as an “or-equal” item. For the purposes of this Paragraph 6.06.A.1, a proposed item of material or equipment will be considered functionally equal to an item so named if:

a. in the exercise of reasonable judgment Owner determines that:

- 1) it is at least equal in materials of construction, quality, durability, appearance, strength, and design characteristics;
- 2) it will reliably perform at least equally well the function and achieve the results imposed by the design concept of the completed Project as a functioning whole; and
- 3) it has a proven record of performance and availability of responsive service.

b. Contractor certifies that, if approved and incorporated into the Work:

- 1) there will be no increase in cost to the Owner or increase in Contract Times; and
- 2) it will conform substantially to the detailed requirements of the item named in the Contract Documents.

2. *Substitute Items:*

- a. If in Owner’s sole discretion an item of material or equipment proposed by Contractor does not qualify as an “or-equal” item under Paragraph 6.06.A.1, it will be considered a proposed substitute item.
- b. Contractor shall submit sufficient information as provided below to allow Owner to determine if the item of material or equipment proposed is essentially equivalent to that named and an acceptable substitute therefor. Requests for review of proposed substitute items of material or equipment will not be accepted by Owner from anyone other than Contractor.
- c. The requirements for review by Owner will be as set forth in Paragraph 6.06.A.2.d, as supplemented by the General Requirements, and as Owner may decide is appropriate under the circumstances.
- d. Contractor shall make written application to Owner for review of a proposed substitute item of material or equipment that Contractor seeks to furnish or use. The application:
 - 1) shall certify that the proposed substitute item will:
 - a) perform adequately the functions and achieve the results called for by the general design,

- b) be similar in substance to that specified, and
 - c) be suited to the same use as that specified;
 - 2) will state:
 - a) the extent, if any, to which the use of the proposed substitute item will prejudice Contractor's achievement of Substantial Completion on time,
 - b) whether use of the proposed substitute item in the Work will require a change in any of the Contract Documents (or in the provisions of any other direct contract with Owner for other work on the Project) to adapt the design to the proposed substitute item, and
 - c) whether incorporation or use of the proposed substitute item in connection with the Work is subject to payment of any license fee or royalty;
 - 3) will identify:
 - a) all variations of the proposed substitute item from that specified, and
 - b) available owning, sales, maintenance, repair, and replacement services; and
 - 4) shall contain an itemized estimate of all costs or credits that will result directly or indirectly from use of such substitute item, including costs of redesign and claims of other contractors affected by any resulting change.
- B. *Substitute Construction Methods or Procedures:* If a specific means, method, technique, sequence, or procedure of construction is expressly required by the Contract Documents, Contractor may furnish or utilize a substitute means, method, technique, sequence, or procedure of construction approved by Owner. Contractor shall submit sufficient information to allow Owner, in Owner's sole discretion, to determine that the substitute proposed is equivalent to that expressly called for by the Contract Documents. The requirements for review by Owner will be similar to those provided in Paragraph 6.06.A.2.
- C. *Owner's Evaluation:* Owner will be allowed a reasonable time within which to evaluate each proposal or submittal made pursuant to Paragraphs 6.06.A and 6.06.B. Owner may require Contractor to furnish additional data about the proposed substitute item. Owner will be the sole judge of acceptability. No "or equal" or substitute will be ordered, installed or utilized until Owner's review is complete, which will be evidenced by a Change Order in the case of a substitute and an approved Shop Drawing for an "or equal." Owner will advise Contractor in writing of any negative determination.
- D. *Special Guarantee:* Owner may require Contractor to furnish at Contractor's expense a special performance guarantee or other surety with respect to any substitute.
- E. *Owner's Cost Reimbursement:* If Owner requires the services of an Owner to evaluate a contract or request Owner will record Owner's costs in evaluating the submitted by Contractor. Whether or not Owner approves a substitute so proposed or submitted by Contractor, Contractor shall reimburse Owner for the reasonable charges of Owner for evaluating each such proposed substitute. Contractor shall also reimburse Owner for the reasonable charges of

Owner for making changes in the Contract Documents (or in the provisions of any other direct contract with Owner) resulting from the acceptance of each proposed substitute.

- F. *Contractor's Expense*: Contractor shall provide all data in support of any proposed substitute or "or-equal" at Contractor's expense.

6.07 *Concerning Subcontractors, Suppliers, and Others*

- A. Contractor shall not employ any Subcontractor, Supplier, or other individual or entity, whether initially or as a replacement, against whom Owner may have reasonable objection. Contractor shall not be required to employ any Subcontractor, Supplier, or other individual or entity to furnish or perform any of the Work against whom Contractor has reasonable objection.
- B. Owner's acceptance (either in writing or by failing to make written objection thereto) of any such Subcontractor, Supplier, or other individual or entity so identified may be revoked on the basis of reasonable objection after due investigation. Contractor shall submit an acceptable replacement for the rejected Subcontractor, Supplier, or other individual or entity, and the Contract Price will be adjusted by the difference in the cost occasioned by such replacement, and an appropriate Change Order will be issued. No acceptance by Owner of any such Subcontractor, Supplier, or other individual or entity, whether initially or as a replacement, shall constitute a waiver of any right of Owner to reject defective Work.
- C. Contractor shall be fully responsible to Owner for all acts and omissions of the Subcontractors, Suppliers, and other individuals or entities performing or furnishing any of the Work just as Contractor is responsible for Contractor's own acts and omissions. Nothing in the Contract Documents:
1. shall create for the benefit of any such Subcontractor, Supplier, or other individual or entity any contractual relationship with Owner and any such Subcontractor, Supplier or other individual or entity; nor
 2. shall create any obligation on the part of Owner or Owner to pay or to see to the payment of any moneys due any such Subcontractor, Supplier, or other individual or entity except as may otherwise be required by Laws and Regulations.
- D. Contractor shall be solely responsible for scheduling and coordinating the Work of Subcontractors, Suppliers, and other individuals or entities performing or furnishing any of the Work under a direct or indirect contract with Contractor.
- E. Contractor shall require all Subcontractors, Suppliers, and such other individuals or entities performing or furnishing any of the Work to communicate with Owner through Contractor.
- F. The divisions and sections of the Specifications and the identifications of any Drawings shall not control Contractor in dividing the Work among Subcontractors or Suppliers or delineating the Work to be performed by any specific trade.
- G. All Work performed for Contractor by a Subcontractor or Supplier will be pursuant to an appropriate agreement between Contractor and the Subcontractor or Supplier which specifically binds the Subcontractor or Supplier to the applicable terms and conditions of the Contract Documents for the benefit of Owner. Whenever any such agreement is with a

Subcontractor or Supplier who is listed as a loss payee on property insurance, the agreement between the Contractor and the Subcontractor or Supplier will contain provisions whereby the Subcontractor or Supplier waives all rights against Owner, Contractor, and all other individuals or entities identified in the Supplemental Conditions to be listed as insureds or loss payees (and the officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of them) for all losses and damages caused by, arising out of, relating to, or resulting from any of the perils or causes of loss covered by such policies and any other property insurance applicable to the Work. If the insurers on any such policies require separate waiver forms to be signed by any Subcontractor or Supplier, Contractor will obtain the same.

6.08 *Patent Fees and Royalties*

- A. Contractor shall pay all license fees and royalties and assume all costs incident to the use in the performance of the Work or the incorporation in the Work of any invention, design, process, product, or device which is the subject of patent rights or copyrights held by others. If a particular invention, design, process, product, or device is specified in the Contract Documents for use in the performance of the Work and if, to the actual knowledge of Owner, its use is subject to patent rights or copyrights calling for the payment of any license fee or royalty to others, the existence of such rights shall be disclosed by Owner in the Contract Documents.
- B. To the fullest extent permitted by Laws and Regulations, Contractor shall indemnify and hold harmless Owner and the officers, directors, members, partners, employees, agents, consultants and subcontractors of each and any of them from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of Owners, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to 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.

6.09 *Permits*

- A. Unless otherwise provided in the Special Instructions and Additional Information (Exhibit A), Contractor shall obtain and pay for all construction permits and licenses. Owner shall assist Contractor, when necessary, in obtaining such permits and licenses. Contractor shall pay all governmental charges and inspection fees necessary for the prosecution of the Work which are applicable at the time of opening of Bids, or, if there are no Bids, on the Effective Date of the Agreement. Owner shall pay all charges of utility owners for connections for providing permanent service to the Work.

6.10 *Laws and Regulations*

- A. Contractor shall give all notices required by and shall comply with all Laws and Regulations applicable to the performance of the Work. Except where otherwise expressly required by applicable Laws and Regulations, Owner shall be responsible for monitoring Contractor's compliance with any Laws or Regulations.
- B. If Contractor performs any Work knowing or having reason to know that it is contrary to Laws or Regulations, Contractor shall bear all claims, costs, losses, and damages (including but not

limited to all fees and charges of Owners, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to such Work. However, it shall not be Contractor's responsibility to make certain that the Specifications and Drawings are in accordance with Laws and Regulations, but this shall not relieve Contractor of Contractor's obligations under Paragraph 3.03.

- C. Changes in Laws or Regulations not known at the time of opening of Bids (or, on the Effective Date of the Contract if there were no Bids) having an effect on the cost or time of performance of the Work shall be the subject of an adjustment in Contract Price or Contract Times. If Owner and Contractor are unable to agree on entitlement to or on the amount or extent, if any, of any such adjustment, a Claim may be made therefor as provided in Paragraph 10.05.

6.11 *Taxes*

- A. Contractor shall pay all sales, consumer, use, and other similar taxes required to be paid by Contractor in accordance with the Laws and Regulations of the place of the Project which are applicable during the performance of the Work.

6.12 *Use of Site and Other Areas*

A. *Limitation on Use of Site and Other Areas:*

1. Contractor shall confine construction equipment, the storage of materials and equipment, and the operations of workers to the Site and other areas permitted by Laws and Regulations, and shall not unreasonably encumber the Site and other areas with construction equipment or other materials or equipment. Contractor shall assume full responsibility for any damage to any such land or area, or to the owner or occupant thereof, or of any adjacent land or areas resulting from the performance of the Work.
2. Should any claim be made by any such owner or occupant because of the performance of the Work, Contractor shall promptly settle with such other party by negotiation or otherwise resolve the claim by arbitration or other dispute resolution proceeding or at law.
3. To the fullest extent permitted by Laws and Regulations, Contractor shall indemnify and hold harmless Owner, and its officers, directors, members, partners, employees, agents, consultants and subcontractors of each and any of them from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of Owners, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to any claim or action, legal or equitable, brought by any such owner or occupant against Owner, or any other party indemnified hereunder to the extent caused by or based upon Contractor's performance of the Work.

- B. *Removal of Debris During Performance of the Work:* During the progress of the Work Contractor shall keep the Site and other areas free from accumulations of waste materials, rubbish, and other debris. Removal and disposal of such waste materials, rubbish, and other debris shall conform to applicable Laws and Regulations.

- C. *Cleaning:* Prior to Substantial Completion of the Work Contractor shall clean the Site and the Work and make it ready for utilization by Owner and the public. At the completion of the Work Contractor shall remove from the Site all tools, appliances, construction equipment and

machinery, and surplus materials and shall restore to original condition all property not designated for alteration by the Contract Documents.

- D. *Loading Structures:* Contractor shall not load nor shall Contractor subject any part of the Work or adjacent property to stresses or pressures that will endanger it.

6.13 *Record Documents*

- A. Contractor shall maintain in a safe place at the Site one record copy of Contract Agreement, all Drawings, Specifications, Addenda, Change Orders, and written interpretations and clarifications in good order and annotated to show changes made during construction. These record documents together with all approved Samples and a counterpart of all approved Shop Drawings will be available to Owner or authorized inspectors for reference. Upon completion of the Work, these record documents, Samples, and Shop Drawings will be delivered to.

6.14 *Safety and Protection*

- A. Contractor shall be solely responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the Work. Such responsibility does not relieve Subcontractors of their responsibility for the safety of persons or property in the performance of their work, nor for compliance with applicable safety Laws and Regulations. Contractor shall take all necessary precautions for the safety of, and shall provide the necessary protection to prevent damage, injury or loss to:
1. all persons on the Site or who may be affected by the Work;
 2. all the Work and materials and equipment to be incorporated therein, whether in storage on or off the Site; and
 3. other property at the Site or adjacent thereto, including trees, shrubs, lawns, walks, pavements, roadways, structures, utilities, and Underground Facilities not designated for removal, relocation, or replacement in the course of construction.
- B. Contractor shall comply with all applicable Laws and Regulations relating to the safety of persons or property, or to the protection of persons or property from damage, injury, or loss; and shall erect and maintain all necessary safeguards for such safety and protection. Contractor shall notify owners of adjacent property and of Underground Facilities and other utility owners when prosecution of the Work may affect them, and shall cooperate with them in the protection, removal, relocation, and replacement of their property.
- C. Contractor shall comply with the applicable requirements of Owner's safety programs, if any.
- D. Contractor shall inform Owner of the specific requirements of Contractor's safety program with which Owner's employees and representatives must comply while at the Site.
- E. All damage, injury, or loss to any property referred to in Paragraph 6.14.A.2 or 6.16.A.3 caused, directly or indirectly, in whole or in part, by Contractor, any Subcontractor, Supplier, or any other individual or entity directly or indirectly employed by any of them to perform any of the Work, or anyone for whose acts any of them may be liable, shall be remedied by Contractor (except damage or loss attributable to the fault of Drawings or Specifications or to the acts or omissions of Owner or anyone employed by it, or anyone for whose acts any of

them may be liable, and not attributable, directly or indirectly, in whole or in part, to the fault or negligence of Contractor or any Subcontractor, Supplier, or other individual or entity directly or indirectly employed by any of them).

- F. Contractor's duties and responsibilities for safety and for protection of the Work shall continue until such time as all the Work is completed and Owner has issued a notice to Owner and Contractor in accordance with Paragraph 14.07.B that the Work is acceptable (except as otherwise expressly provided in connection with Substantial Completion).

6.15 *Safety Representative*

- A. Contractor shall designate a qualified and experienced safety representative at the Site whose duties and responsibilities shall be the prevention of accidents and the maintaining and supervising of safety precautions and programs.

6.16 *Hazard Communication Programs*

- A. Contractor shall be responsible for coordinating any exchange of material safety data sheets or other hazard communication information required to be made available to or exchanged between or among employers at the Site in accordance with Laws or Regulations.

6.17 *Emergencies*

- A. In emergencies affecting the safety or protection of persons or the Work or property at the Site or adjacent thereto, Contractor is obligated to act to prevent threatened damage, injury, or loss. Contractor shall give Owner prompt written notice if Contractor believes that any significant changes in the Work or variations from the Contract Documents have been caused thereby or are required as a result thereof. If Owner determines that a change in the Contract Documents is required because of the action taken by Contractor in response to such an emergency, a Change Order will be issued.

6.18 *Shop Drawings and Samples*

- A. Contractor shall submit Shop Drawings and Samples to Owner for review and approval in accordance with the accepted Schedule of Submittals (as required by Paragraph 2.07). Each submittal will be identified as Owner may require.

1. *Shop Drawings:*

- a. Submit number of copies specified by Owner.
- b. Data shown on Shop Drawings will be complete with respect to quantities, dimensions, specified performance and design criteria, materials, and similar data to show Owner the services, materials, and equipment Contractor proposes to provide and to enable Owner to review the information for the limited purposes required by Paragraph 6.18.D.

2. *Samples:*

- a. Submit number of Samples specified by Owner, in an electronic searchable format (*.pdf).

- b. Clearly identify each Sample as to material, Supplier, pertinent data such as catalog numbers, the use for which intended and other data as Owner may require to enable Owner to review the submittal for the limited purposes required by Paragraph 6.16.D.
- B. Where a Shop Drawing or Sample is required by the Contract Documents or the Schedule of Submittals, any related Work performed prior to Owner's review and approval of the pertinent submittal will be at the sole expense and responsibility of Contractor.

C. *Submittal Procedures:*

- 1. Before submitting each Shop Drawing or Sample, Contractor shall have:
 - a. reviewed and coordinated each Shop Drawing or Sample with other Shop Drawings and Samples and with the requirements of the Work and the Contract Documents;
 - b. determined and verified all field measurements, quantities, dimensions, specified performance and design criteria, installation requirements, materials, catalog numbers, and similar information with respect thereto;
 - c. determined and verified the suitability of all materials offered with respect to the indicated application, fabrication, shipping, handling, storage, assembly, and installation pertaining to the performance of the Work; and
 - d. determined and verified all information relative to Contractor's responsibilities for means, methods, techniques, sequences, and procedures of construction, and safety precautions and programs incident thereto.
- e. All submittals shall be provided in an electronically searchable format (*.pdf).
- 2. Each submittal shall bear a stamp or specific written certification that Contractor has satisfied Contractor's obligations under the Contract Documents with respect to Contractor's review and approval of that submittal.
- 3. With each submittal, Contractor shall give Owner specific written notice of any variations that the Shop Drawing or Sample may have from the requirements of the Contract Documents. NO such change is authorized except by issuance of a Change Order as prescribed in Article 10. This notice shall be both a written communication separate from the Shop Drawings or Sample submittal; and, in addition, by a specific notation made on each Shop Drawing or Sample submitted to Owner for review and approval of each such variation.

D. *Owner's Review:*

- 1. Owner will provide timely review of Shop Drawings and Samples in accordance with the Schedule of Submittals acceptable to Owner. Owner's review and approval will be only to determine if the items covered by the submittals will, after installation or incorporation in the Work, conform to the information given in the Contract Documents and be compatible with the design concept of the completed Project as a functioning whole as indicated by the Contract Documents.

2. Owner's review and approval will not extend to means, methods, techniques, sequences, or procedures of construction (except where a particular means, method, technique, sequence, or procedure of construction is specifically and expressly called for by the Contract Documents) or to safety precautions or programs incident thereto. The review and approval of a separate item as such will not indicate approval of the assembly in which the item functions.
3. Owner's review and approval shall not relieve Contractor from responsibility for any variation from the requirements of the Contract Documents unless Contractor has complied with the requirements of Paragraph 6.18.C.3 and Owner has given written approval of each such variation by specific written notation thereof incorporated in a Change Order as prescribed in Article 10. Owner's review and approval shall not relieve Contractor from responsibility for complying with the requirements of Paragraph 6.18.C.1.

E. Resubmittal Procedures:

1. Contractor shall make corrections required by Owner and shall return in an electronically searchable format (*.pdf) corrected copies of Shop Drawings and submit, as required, new Samples for review and approval by Change Order. Contractor shall direct specific attention in writing to revisions other than the corrections called for by Owner on previous submittals.

6.19 Continuing the Work

- A. Contractor shall carry on the Work and adhere to the Progress Schedule during all disputes or disagreements with Owner. No Work shall be delayed or postponed pending resolution of any disputes or disagreements, except as permitted by Paragraph 15.04 or as Owner and Contractor may otherwise agree in writing.

6.20 Contractor's General Warranty and Guarantee

- A. Contractor warrants and guarantees to Owner that all Work will be in accordance with the Contract Documents and will not be defective. Owner and its officers, directors, members, partners, employees, agents, consultants, subcontractors, successors and assigns shall be entitled to rely on representation of Contractor's warranty and guarantee as to workmanship, supplies and materials for one (1) year from acceptance by Owner of final completion.
- B. Contractor's warranty and guarantee hereunder excludes defects or damage caused by:
 1. abuse, modification, or improper maintenance or operation by persons other than Contractor, Subcontractors, Suppliers, or any other individual or entity for whom Contractor is responsible; or
 2. normal wear and tear under normal usage.
- C. Contractor's obligation to perform and complete the Work in accordance with the Contract Documents shall be absolute. None of the following will constitute an acceptance of Work that is not in accordance with the Contract Documents or a release of Contractor's obligation to perform the Work in accordance with the Contract Documents:
 1. observations by Owner;

2. Payment by Owner of any progress or final payment;
3. the issuance of a certificate of Substantial Completion by Owner or any payment related thereto by Owner;
4. use or occupancy of the Work or any part thereof by Owner;
5. any review and approval of a Shop Drawing or Sample submittal or the issuance of a notice of acceptability by Owner;
6. any inspection, test, or approval by others; or
7. any correction of defective Work by Owner.
8. Issuance of Certificate of Occupancy.

6.21 *Indemnification*

- A. To the fullest extent permitted by Laws and Regulations, Contractor shall indemnify and hold harmless Owner and the officers, directors, members, partners, employees, agents, consultants and subcontractors of each and any of them from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of Owners, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to the performance of the Work, provided that any such claim, cost, loss, or damage is attributable to bodily injury, sickness, disease, or death, or to injury to or destruction of tangible property (other than the Work itself), including the loss of use resulting therefrom but only to the extent caused by any negligent act or omission of Contractor, any Subcontractor, any Supplier, or any individual or entity directly or indirectly employed by any of them to perform any of the Work or anyone for whose acts any of them may be liable .

ARTICLE 7 – OTHER WORK AT THE SITE

7.01 *Related Work at Site*

- A. Owner may perform other work at the Site with Owner employees, or through other direct contracts therefor, or have other work performed by utility owners. If such other work is not noted in the Contract Documents, then:
 1. written notice thereof will be given to Contractor prior to starting any such other work; and
- B. Contractor shall afford each other contractor who is a party to such a direct contract, each utility owner, and Owner, if Owner is performing other work with Owner employees, proper and safe access to the Site, provide a reasonable opportunity for the introduction and storage of materials and equipment and the execution of such other work, and properly coordinate the Work with theirs. Contractor shall do all cutting, fitting, and patching of the Work that may be required to properly connect or otherwise make its several parts come together and properly integrate with such other work. Contractor shall not endanger any work of others by cutting, excavating, or otherwise altering such work; The duties and responsibilities of Contractor under this Paragraph are for the benefit of such utility owners and other contractors to the

extent that there are comparable provisions for the benefit of Contractor in said direct contracts between Owner and such utility owners and other contractors.

- C. If the proper execution or results of any part of Contractor Work depends upon work performed by others under this Article 7, Contractor shall inspect such other work and promptly report to in writing any delays, defects, or deficiencies in such other work that render it unavailable or unsuitable for the proper execution and results of Contractor's Work. Contractor's failure to so report will constitute an acceptance of such other work as fit and proper for integration with Contractor Work except for latent defects and deficiencies in such other work.

7.02 Coordination

- A. If Owner intends to contract with others for the performance of other work on the Project at the Site, the following will be set forth in the Notice to Contractor required in 7.01,A:
 - 1. the individual or entity who will have authority and responsibility for coordination of the activities among the various contractors will be identified;
 - 2. the specific matters to be covered by such authority and responsibility will be itemized; and
 - 3. the extent of such authority and responsibilities will be provided.
- B. Unless otherwise provided in the Notice, Owner shall have sole authority and responsibility for such coordination.

7.03 Legal Relationships

- A. Paragraphs 7.01.A and 7.02 are also applicable for utilities not under the control of Owner.
- B. Each other direct contract of Owner under Paragraph 7.01.A shall provide that the other contractor is liable to Owner and Contractor for the reasonable direct delay and disruption costs incurred by Contractor as a result of the other contractor's wrongful actions or inactions.
- C. Contractor shall be liable to Owner and any other contractor under direct contract to Owner for the reasonable direct delay and disruption costs incurred by such other contractor as a result of Contractor's wrongful action or inactions.

ARTICLE 8 – OWNER'S RESPONSIBILITIES

8.01 Communications to Contractor

- A. Owner shall issue all communications to Contractor throughout the construction of the project.

8.02 Replacement of Owner Contact

- A. In case of a changed in Owner name contact person, Owner shall appoint a representative, whose status under the Contract Documents shall be that of the former person named.

8.03 *Furnish Data*

- A. Owner shall promptly furnish the data required of Owner under the Contract Documents.

8.04 *Pay When Due*

- A. Owner shall make payments to Contractor when they are due as provided in Paragraphs 14.02.C and 14.07.C.

8.05 *Change Orders*

- A. Owner is obligated to execute Change Orders as indicated in Paragraph 10.03.

8.06 *Inspections, Tests, and Approvals*

- A. Owner's responsibility with respect to certain inspections, tests, and approvals is set forth in Paragraph 13.03.B.

8.07 *Limitations on Owner's Responsibilities*

- A. The Owner shall not supervise, direct, or have control or authority over, nor be responsible for, Contractor's means, methods, techniques, sequences, or procedures of construction, or the safety precautions and programs incident thereto, or for any failure of Contractor to comply with Laws and Regulations applicable to the performance of the Work. Owner will not be responsible for Contractor's failure to perform the Work in accordance with the Contract Documents.

8.08 *Undisclosed Hazardous Environmental Condition*

- A. Owner's responsibility in respect to an undisclosed Hazardous Environmental Condition as established by law. See Paragraph 17.03.

8.09 *Evidence of Financial Arrangements*

- A. Upon request of Contractor and Owner shall furnish Contractor reasonable evidence that financial arrangements have been made to satisfy Owner's obligations under the Contract Documents.

8.10 *Compliance with Safety Program*

- A. While at the Site, Owner's employees and representatives shall comply with the specific applicable requirements of Contractor's safety programs of which Owner has been informed pursuant to Paragraph 6.14.D.

ARTICLE 9 – OWNER STATUS DURING CONSTRUCTION

9.01 *Visits to Site*

- A. Owner will make visits to the Site at intervals appropriate to the various stages of construction as Owner deems necessary in order to observe as an experienced and qualified professional the progress that has been made and the quality of the various aspects of Contractor's executed

Work. Based on information obtained during such visits and observations, Owner, will determine, in general, if the Work is proceeding in accordance with the Contract Documents. Owner will not be required to make exhaustive or continuous inspections on the Site to check the quality or quantity of the Work. Owner's efforts will be directed toward providing for Owner a greater degree of confidence that the completed Work will conform generally to the Contract Documents. On the basis of such visits and observations, will be informed of the progress of the Work and will endeavor to guard Owner

- B. Owner will not supervise, direct, control, or have authority over or be responsible for Contractor means, methods, techniques, sequences, or procedures of construction, or the safety precautions and programs incident thereto, or for any failure of Contractor to comply with Laws and Regulations applicable to the performance of the Work.

9.02 *Project Representative*

- A. Owner may elect to retain a Resident Project Representative to assist Owner in providing more extensive observation of the Work.

9.03 *Authorized Variations in Work*

- A. Owner may authorize with Owner's concurrence minor variations in the Work from the requirements of the Contract Documents which do or do not involve an adjustment in the Contract Price or the Contract Times and are compatible with the design concept of the completed Project as a functioning whole as indicated by the Contract Documents. These must be accomplished by a Change Order and will be binding on Owner and also on Contractor, who shall perform the Work involved promptly. If Owner or Contractor believes that a Change Order justifies an adjustment in the Contract Price or Contract Times, or both, and the parties are unable to agree on entitlement to or on the amount or extent, if any, of any such adjustment, a Claim may be made therefor as provided in Paragraph 10.05.

9.04 *Rejecting Defective Work*

- A. Owner will have authority to reject Work which Owner believes to be defective, or that Owner believes will not produce a completed Project that conforms to the Contract Documents or that will prejudice the integrity of the design concept of the completed Project as a functioning whole as indicated by the Contract Documents. Owner will also have authority to require special inspection or testing of the Work as provided in Paragraph 13.04, whether or not the Work is fabricated, installed, or completed.

9.05 *Shop Drawings, Change Orders and Payments*

- A. In connection with Owner authority, and limitations thereof, as to Shop Drawings and Samples, see Paragraph 6.18.
- B. In connection with Owner authority as to Applications for Payment, see Article 14.

9.06 *Determinations for Unit Price Work*

- A. Owner will determine the actual quantities and classifications of Unit Price Work performed by Contractor. Owner will review with Contractor the Owner's preliminary determinations on such matters before rendering a written decision thereon (by recommendation of an

Application for Payment or otherwise). Owner's written decision thereon will be final and binding (except as modified by Owner to reflect changed factual conditions or more accurate data) upon Owner and Contractor, subject to the provisions of Paragraph 10.05.

9.07 Decisions on Requirements of Contract Documents and Acceptability of Work

- A. Owner will be the initial interpreter of the requirements of the Contract Documents and judge of the acceptability of the Work thereunder. All matters in question and other matters between Owner and Contractor arising prior to the date final payment is due relating to the acceptability of the Work, and the interpretation of the requirements of the Contract Documents pertaining to the performance of the Work, will be referred initially to Owner in writing within 30 days of the event giving rise to the question.
- B. Owner will, with reasonable promptness, render a written decision on the issue referred. If Owner or Contractor believes that any such decision entitles them to an adjustment in the Contract Price or Contract Times or both, a Claim may be made under Paragraph 10.05. The date of Owner's decision shall be the date of the event giving rise to the issues referenced for the purposes of Paragraph 10.05.B.
- C. Owner's written decision on the issue referred will be final and binding on Owner and Contractor, subject to the provisions of Paragraph 10.05.
- D. When functioning as interpreter and judge under this Paragraph 9.08, Owner will not show partiality to Owner or Contractor and will not be liable in connection with any interpretation or decision rendered in good faith in such capacity.

9.08 Limitations on Owner Authority and Responsibilities

- A. Owner will not supervise, direct, control, or have authority over or be responsible for Contractor's means, methods, techniques, sequences, or procedures of construction, or the safety precautions and programs incident thereto, or for any failure of Contractor to comply with Laws and Regulations applicable to the performance of the Work. Owner will not be responsible for Contractor failure to perform the Work in accordance with the Contract Documents.
- B. Owner will not be responsible for the acts or omissions of Contractor or of any Subcontractor, any Supplier, or of any other individual or entity performing any of the Work.
- C. Owner's review of the final Application for Payment and accompanying documentation and all maintenance and operating instructions, schedules, guarantees, bonds, certificates of inspection, tests and approvals, Operations and Maintenance Manual, Products, Spare Parts and Maintenance Materials Manual, Warranty Documentation Manual, and other documentation required to be delivered by Paragraph 14.07.A will only be to determine generally that their content complies with the requirements of, and in the case of certificates of inspections, tests, and approvals that the results certified indicate compliance with, the Contract Documents.
- D. The limitations upon authority and responsibility set forth in this Paragraph 9.09 shall also apply to the Resident Project Representative, if any, and assistants, if any.

9.09 *Compliance with Safety Program*

- A. While at the Site, Owner employees and representatives shall comply with the specific applicable requirements of Contractor safety programs of which Owner has been informed pursuant to Paragraph 6.14.D.

ARTICLE 10 – CHANGES IN THE WORK; CLAIMS

10.01 *Authorized Changes in the Work*

- A. Without invalidating the Contract and without notice to any surety, Owner may, at any time or from time to time, order additions, deletions, or revisions in the Work by a Change Order. Upon receipt of any such document, Contractor shall promptly proceed with the Work involved which will be performed under the applicable conditions of the Contract Documents (except as otherwise specifically provided).
- B. If Owner and Contractor are unable to agree on entitlement to, or on the amount or extent, if any, of an adjustment in the Contract Price or Contract Times, or both, that should be allowed as a result of a Change Order, a Claim may be made therefor as provided in Paragraph 10.05.

10.02 *Unauthorized Changes in the Work*

- A. Contractor shall not be entitled to an increase in the Contract Price or an extension of the Contract Times with respect to any work performed that is not required by the Contract Documents as amended, modified, or supplemented as provided in Paragraph 3.04, except in the case of an emergency as provided in Paragraph 6.17 or in the case of uncovering Work as provided in Paragraph 13.04.D.

10.03 *Execution of Change Orders*

- A. Owner and Contractor shall execute appropriate Change Orders recommended by Owner covering:
 - 1. changes in the Work which are: (i) ordered by Owner pursuant to Paragraph 10.01.A, (ii) required because of acceptance of defective Work under Paragraph 13.08.A or Owner correction of defective Work under Paragraph 13.09, or (iii) agreed to by the parties;
 - 2. changes in the Contract Price or Contract Times which are agreed to by the parties, including any undisputed sum or amount of time for Work actually performed in accordance with a Work Change Directive; and
 - 3. changes in the Contract Price or Contract Times which embody the substance of any written decision rendered by Owner pursuant to Paragraph 10.05; provided that, in lieu of executing any such Change Order, an appeal may be taken from any such decision in accordance with the provisions of the Contract Documents and applicable Laws and Regulations, but during any such appeal, Contractor shall carry on the Work and adhere to the Progress Schedule as provided in Paragraph 6.19.A.

10.04 *Notification to Surety*

- A. If the provisions of any bond require notice to be given to a surety of any change affecting the general scope of the Work or the provisions of the Contract Documents (including, but not limited to, Contract Price or Contract Times), the giving of any such notice will be Contractor's responsibility. The amount of each applicable bond will be adjusted to reflect the effect of any such change. Verification of such change will be provided by Contractor to Owner.

10.05 *Claims*

- A. *Owner Decision Required:* All Claims, except those waived pursuant to Paragraph 14.09, shall be referred to the Owner for decision. A decision by Owner shall be required as a condition precedent to any exercise by Owner or Contractor of any rights or remedies either may otherwise have under the Contract Documents or by Laws and Regulations in respect of such Claims.
- B. *Notice:* Written notice stating the general nature of each Claim shall be delivered by the claimant to Owner and Owner promptly (but in no event later than 30 days) after the start of the event giving rise thereto. The responsibility to substantiate a Claim shall rest with the party making the Claim. Notice of the amount or extent of the Claim, with supporting data shall be delivered to the Owner and the other party to the Contract within 60 days after the start of such event (unless Owner allows additional time for claimant to submit additional or more accurate data in support of such Claim). A Claim for an adjustment in Contract Price shall be prepared in accordance with the provisions of Paragraph 12.01.B. A Claim for an adjustment in Contract Times shall be prepared in accordance with the provisions of Paragraph 12.02.B. Each Claim shall be accompanied by claimant's written statement that the adjustment claimed is the entire adjustment to which the claimant believes it is entitled as a result of said event. The opposing party shall submit any response to Owner and the claimant within 30 days after receipt of the claimant's last submittal (unless Owner allows additional time).
- C. *Owner Action:* Owner will review each Claim and, within 30 days after receipt of the last submittal of the claimant or the last submittal of the opposing party, if any, take one of the following actions in writing:
 - 1. deny the Claim in whole or in part;
 - 2. approve the Claim; or
 - 3. notify the parties that the Owner is unable to resolve the Claim if, in the sole discretion of Owner, it would be inappropriate for the Owner to do so. For purposes of further resolution of the Claim, such notice shall be deemed a denial.
- D. In the event that Owner does not take action on a Claim within said 30 days, the Claim shall be deemed denied.
- E. Owner written action under Paragraph 10.05.C or denial pursuant to Paragraphs 10.05.C.3 or 10.05.D will be final and binding upon Owner and Contractor, unless Owner or Contractor invoke the dispute resolution procedure set forth in Article 16 within 30 days of such action or denial.

- F. No Claim for an adjustment in Contract Price or Contract Times will be valid if not submitted in accordance with this Paragraph 10.05.

ARTICLE 11 – COST OF THE WORK; ALLOWANCES; UNIT PRICE WORK

11.01 *Cost of the Work*

- A. *Costs Included:* The term Cost of the Work means the sum of all costs, except those excluded in Paragraph 11.01.B, necessarily incurred and paid by Contractor in the proper performance of the Work. When the value of any Work covered by a Change Order or when a Claim for an adjustment in Contract Price is determined on the basis of Cost of the Work, the costs to be reimbursed to Contractor will be only those additional or incremental costs required because of the change in the Work or because of the event giving rise to the Claim. Except as otherwise may be agreed in writing by Owner (such as a lump sum cost from Contractor for the Work covered by a Change Order), such costs shall be in amounts no higher than those prevailing in the locality of the Project, shall not include any of the costs itemized in Paragraph 11.01.B, and shall include only the following items:
1. Payroll costs for employees in the direct employ of Contractor in the performance of the Work under schedules of job classifications agreed upon by Owner and Contractor. Such employees shall include, without limitation, superintendents, foremen, and other personnel employed full time on the Work. Payroll costs for employees not employed full time on the Work shall be apportioned on the basis of their time spent on the Work. Payroll costs shall include, but not be limited to, salaries and wages plus the cost of fringe benefits, which shall include social security contributions, unemployment, excise, and payroll taxes, workers' compensation, health and retirement benefits, bonuses, sick leave, vacation and holiday pay applicable thereto. The expenses of performing Work outside of regular working hours, on Saturday, Sunday, or legal holidays, shall be included in the above to the extent authorized by Owner.
 2. Cost of all materials and equipment furnished and incorporated in the Work, including costs of transportation and storage thereof, and Suppliers' field services required in connection therewith. All cash discounts shall accrue to Contractor unless Owner deposits funds with Contractor with which to make payments, in which case the cash discounts shall accrue to Owner. All trade discounts, rebates and refunds and returns from sale of surplus materials and equipment shall accrue to Owner, and Contractor shall make provisions so that they may be obtained.
 3. Payments made by Contractor to Subcontractors for Work performed by Subcontractors. If required by Owner, Contractor shall obtain competitive bids from subcontractors acceptable to Owner and Contractor and shall deliver such bids to Owner, who will then determine, with the advice of Owner, which bids, if any, will be acceptable. If any subcontract provides that the Subcontractor is to be paid on the basis of Cost of the Work plus a fee, the Subcontractor's Cost of the Work and fee shall be determined in the same manner as Contractor's Cost of the Work and fee as provided in this Paragraph 11.01.
 4. Costs of special consultants (including but not limited to Owners, architects, testing laboratories, surveyors, attorneys, and accountants) employed for services specifically related to the Work.

5. Supplemental costs including the following:

- a. The proportion of necessary transportation, travel, and subsistence expenses of Contractor's employees incurred in discharge of duties connected with the Work.
- b. Cost, including transportation and maintenance, of all materials, supplies, equipment, machinery, appliances, office, and temporary facilities at the Site, and hand tools not owned by the workers, which are consumed in the performance of the Work, and cost, less market value, of such items used but not consumed which remain the property of Contractor.
- c. Rentals of all construction equipment and machinery, and the parts thereof whether rented from Contractor or others in accordance with rental agreements approved by Owner with the advice of Owner, and the costs of transportation, loading, unloading, assembly, dismantling, and removal thereof. All such costs shall be in accordance with the terms of said rental agreements. The rental of any such equipment, machinery, or parts shall cease when the use thereof is no longer necessary for the Work.
- d. Sales, consumer, use, and other similar taxes related to the Work, and for which Contractor is liable, as imposed by Laws and Regulations.
- e. Deposits lost for causes other than negligence of Contractor, any Subcontractor, or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable, and royalty payments and fees for permits and licenses.
- f. Losses and damages (and related expenses) caused by damage to the Work, not compensated by insurance or otherwise, sustained by Contractor in connection with the performance of the Work (except losses and damages within the deductible amounts of property insurance established in accordance with Paragraph 5.06.D), provided such losses and damages have resulted from causes other than the negligence of Contractor, any Subcontractor, or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable. Such losses shall include settlements made with the written consent and approval of Owner. No such losses, damages, and expenses shall be included in the Cost of the Work for the purpose of determining Contractor's fee.
- g. The cost of utilities, fuel, and sanitary facilities at the Site.
- h. The costs of premiums for all bonds and insurance Contractor is required by the Contract Documents to purchase and maintain for the additional work.

B. *Costs Excluded:* The term Cost of the Work shall not include any of the following items:

1. Payroll costs and other compensation of Contractor officers, executives, principals (of partnerships and sole proprietorships), general managers, safety managers, Owners, architects, estimators, attorneys, auditors, accountants, purchasing and contracting agents, expeditors, timekeepers, clerks, and other personnel employed by Contractor, whether at the Site or in Contractor principal or branch office for general administration of the Work and not specifically included in the agreed upon schedule of job classifications referred to

in Paragraph 11.01.A.1 or specifically covered by Paragraph 11.01.A.4, all of which are to be considered administrative costs covered by the Contractor fee.

2. Expenses of Contractor principal and branch offices other than Contractor office at the Site.
 3. Any part of Contractor capital expenses, including interest on Contractor capital employed for the Work and charges against Contractor for delinquent payments.
 4. Costs due to the negligence of 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 materials or equipment wrongly supplied, and making good any damage to property.
 5. Other overhead or general expense costs of any kind and the costs of any item not specifically and expressly included in Paragraphs 11.01.A.
- C. *Contractor Fee:* When all the Work is performed on the basis of cost-plus, Contractor fee shall be determined as set forth in the Agreement. When the value of any Work covered by a Change Order or when a Claim for an adjustment in Contract Price is determined on the basis of Cost of the Work, Contractor fee shall be determined as set forth in Paragraph 12.01.C.
- D. *Documentation:* Whenever the Cost of the Work for any purpose is to be determined pursuant to Paragraphs 11.01.A and 11.01.B, Contractor will establish and maintain records thereof in accordance with generally accepted accounting practices and submit in a form acceptable to Owner an itemized cost breakdown together with supporting data.

11.02 Allowances

- A. It is understood that Contractor has included in the Contract Price all allowances so named in the Contract Documents and shall cause the Work so covered to be performed for such sums and by such persons or entities as may be acceptable to Owner and Owner.
- B. *Cash Allowances:*
1. Contractor agrees that:
 - a. the cash allowances include the cost to Contractor (less any applicable trade discounts) of materials and equipment required by the allowances to be delivered at the Site, and all applicable taxes; and
 - b. Contractor costs for unloading and handling on the Site, labor, installation, overhead, profit, and other expenses contemplated for the cash allowances have been included in the Contract Price and not in the allowances, and no demand for additional payment on account of any of the foregoing will be valid.
- C. *Contingency Allowance:*
1. Contractor agrees that a contingency allowance, if any, is for the sole use of Owner to cover unanticipated costs.

- D. Prior to final payment, an appropriate Change Order will be issued as recommended by Owner to reflect actual amounts due Contractor on account of Work covered by allowances, and the Contract Price shall be correspondingly adjusted.

11.03 *Unit Price Work*

- A. Where the Contract Documents provide that all or part of the Work is to be Unit Price Work, initially the Contract Price will be deemed to include for all Unit Price Work an amount equal to the sum of the unit price for each separately identified item of Unit Price Work times the estimated quantity of each item as indicated in the Agreement.
- B. The estimated quantities of items of Unit Price Work are not guaranteed and are solely for the purpose of comparison of Bids and determining an initial Contract Price. Determinations of the actual quantities and classifications of Unit Price Work performed by Contractor will be made by Owner subject to the provisions of Paragraph 9.07.
- C. Each unit price will be deemed to include an amount considered by Contractor to be adequate to cover Contractor's overhead and profit for each separately identified item.
- D. Owner or Contractor may make a Claim for an adjustment in the Contract Price in accordance with Paragraph 10.05 if:
 - 1. the quantity of any item of Unit Price Work performed by Contractor differs materially and significantly from the estimated quantity of such item indicated in the Agreement; and
 - 2. there is no corresponding adjustment with respect to any other item of Work; and
 - 3. Contractor believes that Contractor is entitled to an increase in Contract Price as a result of having incurred additional expense or Owner believes that Owner is entitled to a decrease in Contract Price and the parties are unable to agree as to the amount of any such increase or decrease.

ARTICLE 12 – CHANGE OF CONTRACT PRICE; CHANGE OF CONTRACT TIMES

12.01 *Change of Contract Price*

- A. The Contract Price may only be changed by a Change Order. Any Claim for an adjustment in the Contract Price shall be based on written notice submitted by the party making the Claim to the Owner and the Owner in accordance with the provisions of Paragraph 10.05.
- B. The value of any Work covered by a Change Order or of any Claim for an adjustment in the Contract Price will be determined as follows:
 - 1. where the Work involved is covered by unit prices contained in the Contract Documents, by application of such unit prices to the quantities of the items involved (subject to the provisions of Paragraph 11.03); or
 - 2. where the Work involved is not covered by unit prices contained in the Contract Documents, by a mutually agreed lump sum (which may include an allowance for overhead and profit not necessarily in accordance with Paragraph 12.01.C.2); or

3. where the Work involved is not covered by unit prices contained in the Contract Documents and agreement to a lump sum is not reached under Paragraph 12.01.B.2, on the basis of the Cost of the Work (determined as provided in Paragraph 11.01) plus a Contractor fee for overhead and profit (determined as provided in Paragraph 12.01.C).

C. *Contractor Fee:* The Contractor fee for overhead and profit shall be determined as follows:

1. a mutually acceptable fixed fee; or
2. if a fixed fee is not agreed upon, then a fee based on the following percentages of the various portions of the Cost of the Work:
 - a. for costs incurred under Paragraphs 11.01.A.1 and 11.01.A.2, the Contractor fee shall be 15 percent;
 - b. for costs incurred under Paragraph 11.01.A.3, the Contractor fee shall be five percent;
 - c. where one or more tiers of subcontracts are on the basis of Cost of the Work plus a fee and no fixed fee is agreed upon, the intent of Paragraphs 12.01.C.2.a and 12.01.C.2.b is that the Subcontractor who actually performs the Work, at whatever tier, will be paid a fee of 15 percent of the costs incurred by such Subcontractor under Paragraphs 11.01.A.1 and 11.01.A.2 and that any higher tier Subcontractor and Contractor will each be paid a fee of five percent of the amount paid to the next lower tier Subcontractor;
 - d. no fee shall be payable on the basis of costs itemized under Paragraphs 11.01.A.4, 11.01.A.5, and 11.01.B;
 - e. the amount of credit to be allowed by Contractor to Owner for any change which results in a net decrease in cost will be the amount of the actual net decrease in cost plus a deduction in Contractor fee by an amount equal to five percent of such net decrease; and
 - f. when both additions and credits are involved in any one change, the adjustment in Contractor fee shall be computed on the basis of the net change in accordance with Paragraphs 12.01.C.2.a through 12.01.C.2.e, inclusive.

12.02 *Change of Contract Times*

- A. The Contract Times may only be changed by a Change Order. Any Claim for an adjustment in the Contract Times shall be based on written notice submitted by the party making the Claim to the Owner and the other party to the Contract in accordance with the provisions of Paragraph 10.05.
- B. Any adjustment of the Contract Times covered by a Change Order or any Claim for an adjustment in the Contract Times will be determined in accordance with the provisions of this Article 12.

12.03 *Delays*

- A. Where Contractor is prevented from completing any part of the Work within the Contract Times due to delay beyond the control of Contractor, the Contract Times will be extended in an amount equal to the time lost due to such delay if a Claim is made therefor as provided in Paragraph 12.02.A. Delays beyond the control of Contractor shall include, but not be limited to, acts or neglect by Owner, acts or neglect of utility owners or other contractors performing other work as contemplated by Article 7, fires, floods, epidemics, abnormal weather conditions, or acts of God.
- B. If Owner, other contractors or a utility performing other work for Owner as contemplated by Article 7, or anyone for whom Owner is responsible, delays, disrupts, or interferes with the performance or progress of the Work, then Contractor shall be entitled to an equitable adjustment in the Contract Price or the Contract Times, or both. Contractor entitlement to an adjustment of the Contract Times is conditioned on such adjustment being essential to Contractor ability to complete the Work within the Contract Times.
- C. If Contractor is delayed in the performance or progress of the Work by fire, flood, epidemic, abnormal weather conditions, acts of God, acts or failures to act of a utility not under the control of Owner, or other causes not the fault of and beyond control of Owner and Contractor, then Contractor shall be entitled to an equitable adjustment in Contract Times, if such adjustment is essential to Contractor ability to complete the Work within the Contract Times. Such an adjustment shall be Contractor sole and exclusive remedy for the delays described in this Paragraph 12.03.C.
- D. Owner, and its officers, directors, members, partners, employees, agents, consultants, or subcontractors shall not be liable to Contractor for any claims, costs, losses, or damages (including but not limited to all fees and charges of Owners, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) sustained by Contractor on or in connection with any other project or anticipated project.
- E. Contractor shall not be entitled to an adjustment in Contract Price or Contract Times for delays within the control of Contractor. Delays attributable to and within the control of a Subcontractor or Supplier shall be deemed to be delays within the control of Contractor.

ARTICLE 13 – TESTS AND INSPECTIONS; CORRECTION, REMOVAL OR ACCEPTANCE OF DEFECTIVE WORK

13.01 *Notice of Defects*

- A. Prompt notice of all defective Work of which Owner or Owner has actual knowledge will be given to Contractor. Defective Work may be rejected, corrected, or accepted as provided in this Article 13.

13.02 *Access to Work*

- A. Owner, its consultants and other representatives and personnel of Owner, independent testing laboratories, and governmental agencies with jurisdictional interests will have access to the Site and the Work at reasonable times for their observation, inspection, and testing. Contractor

shall provide them proper and safe conditions for such access and advise them of Contractor safety procedures and programs so that they may comply therewith as applicable.

13.03 Tests and Inspections

- A. Contractor shall give Owner timely notice of readiness of the Work for all required inspections, tests, or approvals and shall cooperate with inspection and testing personnel to facilitate required inspections or tests.
- B. Contractor shall employ and pay for the services of an independent testing laboratory to perform all inspections, tests, or approvals required by the Contract Documents except:
 - 1. for inspections, tests, or approvals covered by Paragraphs 13.03.C and 13.03.D below;
 - 2. that costs incurred in connection with tests or inspections conducted pursuant to Paragraph 13.04.B shall be paid as provided in Paragraph 13.04.C; and
 - 3. as otherwise specifically provided in the Contract Documents.
- C. If Laws or Regulations of any public body having jurisdiction require any Work (or part thereof) specifically to be inspected, tested, or approved by an employee or other representative of such public body, Contractor shall assume full responsibility for arranging and obtaining such inspections, tests, or approvals, pay all costs in connection therewith, and furnish Owner the required certificates of inspection or approval.
- D. Contractor shall be responsible for arranging and obtaining and shall pay all costs in connection with any inspections, tests, or approvals required for Owner and Owner acceptance of materials or equipment to be incorporated in the Work; or acceptance of materials, mix designs, or equipment submitted for approval prior to Contractor purchase thereof for incorporation in the Work. Such inspections, tests, or approvals shall be performed by organizations acceptable to Owner.
- E. If any Work (or the work of others) that is to be inspected, tested, or approved by Owner is covered by Contractor without written concurrence of Owner, Contractor shall, if requested by Owner, uncover such Work for observation.
- F. Uncovering Work as provided in Paragraph 13.03.E shall be at Contractor expense unless Contractor has given Owner timely notice of Contractor intention to cover the same and Owner has not acted with reasonable promptness in response to such notice.

13.04 Uncovering Work

- A. If any Work is covered contrary to the written request of Owner, it must, if requested by Owner, be uncovered for Owner observation and replaced at Contractor expense.
- B. If Owner considers it necessary or advisable that covered Work be observed by Owner or inspected or tested by others, Contractor, at Owner request, shall uncover, expose, or otherwise make available for observation, inspection, or testing as Owner may require, that portion of the Work in question, furnishing all necessary labor, material, and equipment at Contractor expense.

- C. If it is found that the uncovered Work is defective, Contractor shall pay all claims, costs, losses, and damages (including but not limited to all fees and charges of Owner, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to such uncovering, exposure, observation, inspection, and testing, and of satisfactory replacement or reconstruction (including but not limited to all costs of repair or replacement of work of others). If the parties are unable to agree as to the amount thereof, Owner may make a Claim therefor as provided in Paragraph 10.05.
- D. If the uncovered Work is not found to be defective, and was not subject to prior inspection by Owner prior to covering, Contractor shall be allowed an increase in the Contract Price or an extension of the Contract Times, or both, directly attributable to such uncovering, exposure, observation, inspection, testing, replacement, and reconstruction. If the parties are unable to agree as to the amount or extent thereof, Contractor may make a Claim therefor as provided in Paragraph 10.05.

13.05 *Owner May Stop the Work*

- A. If the Work is defective, or Contractor fails to supply sufficient skilled workers or suitable materials or equipment, or fails to perform the Work in such a way that the completed Work will conform to the Contract Documents, Owner may order Contractor to stop the Work, or any portion thereof, until the cause for such order has been eliminated; however, this right of Owner to stop the Work shall not give rise to any duty on the part of Owner to exercise this right for the benefit of Contractor, any Subcontractor, any Supplier, any other individual or entity, or any surety for, or employee or agent of any of them.

13.06 *Correction or Removal of Defective Work*

- A. Promptly after receipt of written notice, Contractor shall correct all defective Work, whether or not fabricated, installed, or completed, or, if the Work has been rejected by Owner, remove it from the Project and replace it with Work that is not defective. Contractor shall pay all claims, costs, losses, and damages (including but not limited to all fees and charges of Owners, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to such correction or removal (including but not limited to all costs of repair or replacement of work of others).
- B. When correcting defective Work under the terms of this Paragraph 13.06 or Paragraph 13.07, Contractor shall take no action that would void or otherwise impair Owner special warranty and guarantee, if any, on said Work.

13.07 *Correction Period*

- A. If within one year after the date of Substantial Completion (or such longer period of time as may be prescribed by the terms of any applicable special guarantee required by the Contract Documents) or by any specific provision of the Contract Documents, any Work is found to be defective, or if the repair of any damages to the land or areas made available for Contractor use by Owner or permitted by Laws and Regulations as contemplated in Paragraph 6.12.A is found to be defective, Contractor shall promptly, without cost to Owner and in accordance with Owner written instructions:

1. repair such defective land or areas; or

2. correct such defective Work; or
 3. if the defective Work has been rejected by Owner, remove it from the Project and replace it with Work that is not defective, and
 4. satisfactorily correct or repair or remove and replace any damage to other Work, to the work of others or other land or areas resulting therefrom.
- B. If Contractor does not promptly comply with the terms of Owner written instructions, or in an emergency where delay would cause serious risk of loss or damage, Owner may have the defective Work corrected or repaired or may have the rejected Work removed and replaced. All claims, costs, losses, and damages (including but not limited to all fees and charges of Owners, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to such correction or repair or such removal and replacement (including but not limited to all costs of repair or replacement of work of others) will be paid by Contractor.
- C. In special circumstances where a particular item of equipment is placed in continuous service before Substantial Completion of all the Work, the correction period for that item may start to run from an earlier date if so provided in the Specifications.
- D. Where defective Work (and damage to other Work resulting therefrom) has been corrected or removed and replaced under this Paragraph 13.07, the correction period hereunder with respect to such Work will be extended for an additional period of one year after such correction or removal and replacement has been satisfactorily completed.
- E. Contractor obligations under this Paragraph 13.07 are in addition to any other obligation or warranty. The provisions of this Paragraph 13.07 shall not be construed as a substitute for, or a waiver of, the provisions of any applicable statute of limitation or repose.

13.08 Acceptance of Defective Work

- A. If, instead of requiring correction or removal and replacement of defective Work, Owner, prior to final payment, prefers to accept it, may do so. Contractor shall pay all claims, costs, losses, and damages (including but not limited to all fees and charges of Owner, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) attributable to Owner evaluation of and determination to accept such defective Work (such costs to be approved by Owner as to reasonableness) and for the diminished value of the Work to the extent not otherwise paid by Contractor pursuant to this sentence. If any such acceptance occurs prior to Owner making final payment, a Change Order will be issued incorporating the necessary revisions in the Contract Documents with respect to the Work, and Owner shall be entitled to an appropriate decrease in the Contract Price, reflecting the diminished value of Work so accepted. If the parties are unable to agree as to the amount thereof, Owner may make a Claim therefor as provided in Paragraph 10.05. If the acceptance occurs after such final payment, an appropriate amount will be paid by Contractor to Owner.

13.09 Owner May Correct Defective Work

- A. If Contractor fails, within a reasonable time after written notice from Owner, to correct defective Work, or to remove and replace rejected Work as required by Owner in accordance

with Paragraph 13.06.A, or if Contractor fails to perform the Work in accordance with the Contract Documents, or if Contractor fails to comply with any other provision of the Contract Documents, Owner may, after seven days written notice to Contractor, correct, or remedy any such deficiency.

- B. In exercising the rights and remedies under this Paragraph 13.09, Owner shall proceed expeditiously. In connection with such corrective or remedial action, Owner may exclude Contractor from all or part of the Site, take possession of all or part of the Work and suspend Contractor services related thereto, take possession of Contractor tools, appliances, construction equipment and machinery at the Site, and incorporate in the Work all materials and equipment stored at the Site or for which Owner has paid but which are stored elsewhere. Contractor shall allow Owner, Owner representatives, agents and employees, other contractors, and consultants access to the Site to enable Owner to exercise the rights and remedies under this Paragraph.
- C. All claims, costs, losses, and damages, including but not limited to all fees and charges of Owners architects, attorneys and other professionals and all court or arbitration or other dispute resolution costs incurred or sustained by Owner in exercising the rights and remedies under this Paragraph 13.09 will be charged against Contractor, and a Change Order will be issued incorporating the necessary revisions in the Contract Documents with respect to the Work; and Owner shall be entitled to an appropriate decrease in the Contract Price. If the parties are unable to agree as to the amount of the adjustment, Owner may make a Claim therefor as provided in Paragraph 10.05. Such claims, costs, losses and damages will include but not be limited to all costs of repair, or replacement of work of others destroyed or damaged by correction, removal, or replacement of Contractor defective Work.
- D. Contractor shall not be allowed an extension of the Contract Times because of any delay in the performance of the Work attributable to the exercise by Owner of Owner rights and remedies under this Paragraph 13.09.

ARTICLE 14 – PAYMENTS TO CONTRACTOR AND COMPLETION

14.01 *Schedule of Values*

- A. The Schedule of Values established as provided in Paragraphs 2.05 and 2.07.A will serve as the basis for progress payments and will be incorporated into a form of Application for Payment acceptable to Owner. Progress payments on account of Unit Price Work will be based on the number of units completed. Unit prices for unforeseen and not possible to predetermine work (such as removal of excessive rock or clay, will be bid, as separate Unit Price items. Should any Unit Price Bid of the lowest total Base Bid of the selected responsive and responsible bidder be lower than all other Bidders, the unit price will be included in the Contract. If the Unit Price bid of the selected Base Bidder is higher than the Unit Price bid of any higher total Base Bidders, the unit price bid (category) of the selected Base Bidder will be averaged with all lower Unit Price Bids (by category) of all other responsive and responsible bidders to determine the Unit Price per category.

14.02 Progress Payments

A. Applications for Payments:

1. At least 10 days before the date established in the Contract for each progress payment (but not more often than once a month), Contractor shall submit to Owner for review an Application for Payment filled out and signed by Contractor covering the Work completed as of the date of the Application and accompanied by such supporting documentation as is required by Owner. If payment is requested on the basis of materials 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 Owner has received the materials and equipment free and clear of all Liens and evidence that the materials and equipment are covered by appropriate property insurance or other arrangements to protect Owner interest therein, all of which must be satisfactory to Owner.
2. Beginning with the second Application for Payment, each Application shall include an affidavit of Contractor stating that all previous progress payments received on account of the Work have been applied on account to discharge Contractor legitimate obligations associated with prior Applications for Payment.
3. The amount of retainage with respect to progress payments will be as stipulated in the Agreement.

B. Review of Applications:

1. Owner will, within 10 days after receipt of each Application for Payment, either process a payment request or return the Application to Contractor indicating in writing Owner's reasons for refusing to process payment. In the latter case, Contractor may make the necessary corrections and resubmit the Application.
2. Owner processing of any payment requested in an Application for Payment will constitute a representation and certification by Contractor to Owner, that the Application for Payment and the accompanying data and schedules, are to the best of Contractor knowledge, information and belief, a true statement that :
 - 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, the results of any subsequent tests called for in the Contract Documents, a final determination of quantities and classifications for Unit Price Work under Paragraph 9.07, and any other qualifications stated in the application); and
 - c. the conditions precedent to Contractor being entitled to such payment have been fulfilled, and
3. By processing or making any such payment Owner will not thereby be deemed to have represented that:

- a. inspections made to check the quality or the quantity of the Work as it has been performed have been exhaustive, extended to every aspect of the Work in progress, or involved detailed inspections of the Work; or
 - b. there may not be other matters or issues between the parties that might entitle Contractor to be paid additionally by Owner or entitle Owner to withhold payment to Contractor.
- 4. Neither Owner review of Contractor Work for the purposes of making payments nor the making of any payment, including final payment, will imply:
 - a. The Owner supervised, directed, or controlled the Work, or
 - b. approve the means, methods, techniques, sequences, or procedures of construction, or the safety precautions and programs incident thereto, or
 - c. verified the Contractor compliance with Laws and Regulations applicable to Contractor performance of the Work, or
 - d. that the Owner has examined or ascertained how or for what purposes Contractor has used the moneys paid on account of the Contract Price, or
 - e. also determined that title to any of the Work, materials, or equipment has passed to Owner free and clear of any Liens.
- 5. Owner may approve the whole or any part of any payment if, in Owner opinion, it would be incorrect to do otherwise. Owner may also refuse any such payment if Owner believes previous payments should be offset because of subsequently discovered evidence or the results of subsequent inspections or tests, cause Owner to believe previous payments should be offset because:
 - a. the Work is defective, or completed Work has been damaged, requiring correction or replacement;
 - b. the Contract Price has been reduced by Change Orders;
 - c. Owner has been required to correct defective Work or complete Work; or
 - d. Owner has actual knowledge of the occurrence of any of the events enumerated in Paragraph 15.02.A.

C. Payment Becomes Due:

- 1. In accordance with F.S. 218, Florida Prompt Payment Act.

D. Reduction in Payment:

- 1. Owner may also refuse to make payment of the full amount applied for because:

- a. claims have been made filed in connection with the Work, except where Contractor has delivered a specific bond satisfactory to Owner to secure the satisfaction and discharge of such Claims;
 - b. there are other items entitling Owner to a set-off against the amount claimed; or
 - c. Owner has actual knowledge of the occurrence of any of the events enumerated in Paragraphs 14.02.B.5.a through 14.02.B.5.c or Paragraph 15.02.A.
2. If Owner refuses to make payment of the full amount applied for by Contractor, Owner will give Contractor immediate written notice stating the reasons for such action and promptly pay Contractor any amount remaining after deduction of the amount so withheld. Owner shall promptly pay Contractor the amount so withheld, or any adjustment thereto agreed to by Owner and Contractor, when Contractor remedies the reasons for such action.
 3. Upon a subsequent determination that Owner refusal of payment was not justified, the amount wrongfully withheld shall be treated as an amount due as determined by Paragraph 14.02.C.1 and subject to interest as provided in the statute.

14.03 *Contractor's Warranty of Title*

- A. Contractor warrants and guarantees that title to all Work, materials, and equipment covered by any Application for Payment, whether incorporated in the Project or not, will pass to free Owner no later than the time of payment.

14.04 *Substantial Completion*

- A. When Contractor considers the entire Work ready for its intended use Contractor shall notify Owner in writing that the entire Work is substantially complete (except for items specifically listed by Contractor as incomplete) and request that Owner issue a certificate of Substantial Completion.
- B. Promptly after Contractor notification, Owner and Contractor shall make an inspection of the Work to determine the status of completion. If Owner does not consider the Work substantially complete, Owner will notify Contractor in writing giving the reasons therefor.
- C. If Owner considers the Work substantially complete, Owner will deliver to Contractor a certificate of Substantial Completion which shall fix the date of Substantial Completion. There shall be attached to the certificate a list of items to be completed or corrected before final payment.
- D. Before submission of Certificate of Substantial Completion, Contractor will deliver to Owner a written recommendation as to division of responsibilities pending final payment between Owner and Contractor with respect to security, operation, safety, and protection of the Work, maintenance, insurance, warranties and guarantees. Owner shall have the right to exclude Contractor from the Site after the date of Substantial Completion subject to allowing Contractor reasonable access to remove its property and complete or correct items on the tentative list.

14.05 *Partial Utilization*

- A. Prior to Substantial Completion of all the Work, Owner, the public and affected property owners may use or occupy any substantially completed part of the Work Owner and Contractor agree constitutes a separately functioning and usable part of the Work that can be used for its intended purpose without significant interference with Contractor performance of the remainder of the Work, subject to the following conditions:
 - 1. Owner at any time may request Contractor in writing to permit Owner to use or occupy any such part of the Work that Owner believes to be ready for its intended use and substantially complete. If and when Contractor agrees that such part of the Work is substantially complete, Contractor and Owner, will follow the procedures of Paragraph 14.04.A through D for that part of the Work.

14.06 *Final Inspection*

- A. Upon written notice from Contractor that the entire Work or an agreed portion thereof is complete, Owner and Contractor will promptly make a final inspection and Owner will notify Contractor in writing of all particulars in which this inspection reveals that the Work is incomplete or defective. Contractor shall immediately take such measures as are necessary to complete such Work or remedy such deficiencies.

14.07 *Final Payment*

A. Application for Payment:

- 1. After Contractor has, in the opinion of Owner, satisfactorily completed all corrections identified during the final inspection and has delivered, in accordance with the Contract Documents, all maintenance instructions, schedules, guarantees, bonds, certificates or other evidence of insurance, certificates of inspection, marked-up record documents (as provided in Paragraph 6.13), and other documents, Contractor may make application for final payment following the procedure for progress payments.
- 2. The final Application for Payment shall be accompanied (except as previously delivered) by:
 - a. all documentation called for in the Contract Documents, including but not limited to the evidence of insurance required by Paragraph 5.04.B.6;
 - b. consent of the surety, if any, to final payment;
 - c. a list of all Claims against Owner that Contractor believes are unsettled; and
 - d. complete and legally effective releases or waivers (satisfactory to Owner) of all Claim rights arising out of or Claims filed in connection with the Work.
- 3. In lieu of the releases or waivers of Liens specified in Paragraph 14.07.A.2 and, as approved by Owner, Contractor may furnish receipts or releases in full and an affidavit of Contractor that: (i) the releases and receipts include all labor, services, material, and equipment for which a Lien could be filed; and (ii) all payrolls, material and equipment bills, and other indebtedness connected with the Work for which Owner might in any way

be responsible, or which might in any way result in liens or other burdens on Owner, have been paid or otherwise satisfied. If any Subcontractor or Supplier fails to furnish such a release or receipt in full, Contractor may furnish a bond or other collateral satisfactory to Owner to indemnify Owner against any such Claim.

B. Owner's Review of Application and Acceptance:

1. If, on the basis of Owner observation of the Work during construction and final inspection, and Owner review of the final Application for Payment and accompanying documentation as required by the Contract Documents, Owner is satisfied that the Work has been completed and other obligations of Contractor under the Contract Documents have been fulfilled, Owner will, within ten days after receipt of the final Application for Payment, indicate in writing Owner processing of payment. At the same time Owner will also give written notice to Contractor that the Work is acceptable subject to the provisions of Paragraph 14.09. Otherwise, Owner will return the Application for Payment to Contractor, indicating in writing the reasons for refusing final payment, in which case Contractor shall make the necessary corrections and resubmit the Application for Payment.

C. Payment Becomes Due:

1. In accordance with F.S. 218, Florida Prompt Payment Act

14.08 Final Completion Delayed

- A. If, through no fault of Contractor, final completion of the Work is significantly delayed, and if Owner agrees, Owner shall, upon receipt of Contractor final Application for Payment for Work fully completed and accepted and without terminating the Contract, make payment of the balance due for that portion of the Work fully completed and accepted. If the remaining balance to be held by Owner for Work not fully completed or corrected is less than the retainage stipulated in the Agreement, and if bonds have been furnished as required in Paragraph 5.01, 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 Contractor to Owner 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.

14.09 Waiver of Claims

A. The making and acceptance of final payment will constitute:

1. a waiver of all Claims by Owner against Contractor, except Claims arising from unsettled Liens, from defective Work appearing after final inspection pursuant to Paragraph 14.06, from failure to comply with the Contract Documents or the terms of any special guarantees specified therein, or from Contractor continuing obligations under the Contract Documents; and
2. a waiver of all Claims by Contractor against Owner other than those previously made in accordance with the requirements herein and expressly acknowledged by Owner in writing as still unsettled.

ARTICLE 15 – SUSPENSION OF WORK AND TERMINATION

15.01 *Owner May Suspend Work*

- A. At any time and without cause, Owner may suspend the Work or any portion thereof for a period of not more than 90 consecutive days by notice in writing to Contractor which will fix the date on which Work will be resumed. Contractor shall resume the Work on the date so fixed. Contractor shall be granted an adjustment in the Contract Price or an extension of the Contract Times, or both, directly attributable to any such suspension if Contractor makes a Claim therefor as provided in Paragraph 10.05.

15.02 *Owner May Terminate for Cause*

- A. The occurrence of any one or more of the following events will justify termination for cause:
 - 1. Contractor persistent failure to perform the Work in accordance with the Contract Documents (including, but not limited to, failure to supply sufficient skilled workers or suitable materials or equipment or failure to adhere to the Progress Schedule established under Paragraph 2.07 as adjusted from time to time pursuant to Paragraph 6.05);
 - 2. Contractor disregard of Laws or Regulations of any public body having jurisdiction;
 - 3. Contractor repeated disregard of the authority of Owner; or
 - 4. Contractor violation in any substantial way of any provisions of the Contract Documents.
- B. If one or more of the events identified in Paragraph 15.02.A occur, Owner may, after giving Contractor (and surety) seven days written notice of its intent to terminate the services of Contractor:
 - 1. exclude Contractor from the Site, and take possession of the Work and of all Contractor tools, appliances, construction equipment, and machinery at the Site, and use the same to the full extent they could be used by Contractor (without liability to Contractor for trespass or conversion);
 - 2. incorporate in the Work all materials and equipment stored at the Site or for which Owner has paid Contractor but which are stored elsewhere; and
 - 3. complete the Work as Owner may deem expedient.
- C. If Owner proceeds as provided in Paragraph 15.02.B, Contractor shall not be entitled to receive any further payment until the Work is completed. If the unpaid balance of the Contract Price exceeds all claims, costs, losses, and damages (including but not limited to all fees and charges of Owner, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) sustained by Owner arising out of or relating to completing the Work, such excess will be paid to Contractor. If such claims, costs, losses, and damages exceed such unpaid balance, Contractor shall pay the difference to Owner. Such claims, costs, losses, and damages incurred by Owner will be reviewed by Owner as to their reasonableness and, when so approved by Owner, incorporated in a Change Order. When exercising any rights or remedies under this Paragraph, Owner shall not be required to obtain the lowest price for the Work performed.

- D. Notwithstanding Paragraphs 15.02.B and 15.02.C, Contractor services will not be terminated if Contractor begins within seven days of receipt of notice of intent to terminate to correct its failure to perform and proceeds diligently to cure such failure within no more than 30 days of receipt of said notice.
- E. Where Contractor services have been so terminated by Owner, the termination will not affect any rights or remedies of Owner against Contractor then existing or which may thereafter accrue. Any retention or payment of moneys due Contractor by Owner will not release Contractor from liability.
- F. If and to the extent that Contractor has provided a performance bond under the provisions of Paragraph 5.01.A, the termination procedures of that bond shall supersede the provisions of Paragraphs 15.02.B and 15.02.C.

15.03 Owner May Terminate For Convenience

- A. Upon seven days written notice to Contractor, Owner may, without cause and without prejudice to any other right or remedy of Owner, terminate the Contract. In such case, Contractor shall be paid for (without duplication of any items):
 - 1. 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;
 - 2. expenses sustained prior to the effective date of termination in performing services and furnishing labor, materials, 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;
 - 3. reasonable expenses directly attributable to termination.
- B. 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.

15.04 Contractor May Stop Work or Terminate

- A. If, through no act or fault of Contractor, (i) the Work is suspended for more than 90 consecutive days by Owner or under an order of court or other public authority, or (ii) Owner fails to act on any Application for Payment within 30 days after it is submitted, or (iii) Owner fails for 30 days to pay Contractor any sum finally determined to be due, then Contractor may, upon seven days written notice to Owner, and provided Owner does not remedy such suspension or failure within that time, terminate the Contract and recover from Owner payment on the same terms as provided in Paragraph 15.03.
- B. In lieu of terminating the Contract and without prejudice to any other right or remedy, if Owner has failed to act on an Application for Payment within 30 days after it is submitted, or Owner has failed for 30 days to pay Contractor any sum finally determined to be due, Contractor may, seven days after written notice to Owner, stop the Work until payment is made of all such amounts due Contractor. The provisions of this Paragraph 15.04 are not intended to preclude Contractor from making a Claim under Paragraph 10.05 for an adjustment in Contract Price

or Contract Times or otherwise for expenses or damage directly attributable to Contractor stopping the Work as permitted by this Paragraph.

ARTICLE 16 – DISPUTE RESOLUTION

16.01 Methods and Procedures

- A. Either Owner or Contractor may request mediation of any Claim submitted to Owner for a decision under Paragraph 10.05 before such decision becomes final and binding. The mediation will be governed by the Construction Industry Mediation Rules of the American Arbitration Association in effect as of the Effective Date of the Agreement. The request for mediation shall be submitted in writing to the American Arbitration Association and the other party to the Contract. Timely submission of the request shall stay the effect of Paragraph 10.05.E.
- B. Owner and Contractor shall participate in the mediation process in good faith. The process shall be concluded within 60 days of filing of the request. The date of termination of the mediation shall be determined by application of the mediation rules referenced above.
- C. If the Claim is not resolved by mediation, Owner action under Paragraph 10.05.C or a denial pursuant to Paragraphs 10.05.C.3 or 10.05.D shall become final and binding 30 days after termination of the mediation unless, within that time period, Owner or Contractor:
 - 1. elects in writing to invoke any dispute resolution process provided for in Supplemental Conditions; or
 - 2. agrees with the other party to submit the Claim to another dispute resolution process; or
 - 3. gives written notice to the other party of the intent to submit the Claim to a court of competent jurisdiction.

ARTICLE 17 – MISCELLANEOUS

17.01 Giving Notice

- A. Whenever any provision of the Contract Documents requires the giving of written notice, it will be deemed to have been validly given if:
 - 1. 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
 - 2. delivered at or sent by registered or certified mail, postage prepaid, to the last business address known to the giver of the notice.

17.02 Computation of Times

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

17.03 *Cumulative Remedies*

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

17.04 *Survival of Obligations*

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

17.05 *Controlling Law*

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

17.06 *Headings*

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

Exhibit C
DOC Supplemental Conditions

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

1. Termination (Cause and Convenience).
2. Access to Records.
3. Retention of Records.
4. Remedies.
5. Environmental Compliance (Clean Air Act and Clean Water Act).
6. Energy Efficiency.
7. Special Equal Opportunity Provisions.
8. Conflict of Interest.
9. Utilization of Minority and Women's Businesses.
10. Federal Labor Standards Provisions (Davis-Bacon, Copeland, and Contract Work Hours Act).
11. Guidance to Contractor for Compliance with Labor Standards Provisions.
12. E-Verify.
13. Rights to Inventions Made Under a Contract or Agreement.
14. Debarment, Suspension, Other Exclusion, and SAM.GOV Registration.
15. Byrd Anti-Lobbying Amendment (31 U.S.C. 1352).
16. Procurement of Recovered Materials.
17. Prohibition on certain telecommunications and video surveillance services or equipment.
18. Domestic preferences for procurements.
19. Non-Collusion Affidavit.
20. Drug Free Workplace.
21. Insurance.
22. Indemnification.

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1. Termination (Cause and Convenience)

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

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

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

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

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

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

For any termination, the equitable adjustment shall provide for payment to the contractor for services rendered and

expenses incurred prior to receipt of the notice of intent to terminate, in addition to termination settlement costs reasonably incurred by the contractor relating to commitments (e.g., suppliers, subcontractors) which had become firm prior to receipt of the notice of intent to terminate.

- D. Upon receipt of a termination action under paragraphs (a) or (b) above, the contractor shall (1) promptly discontinue all affected work (unless the notice directs otherwise) and (2) deliver or otherwise make available to the local government all data, drawings, reports specifications, summaries and other such information, as may have been accumulated by the contractor in performing this contract, whether completed or in process.
 - E. Upon termination, the local government may take over the work and may award another party a contract to complete the work described in this contract.
 - F. If, after termination for failure of the contractor to fulfill contractual obligations, it is determined that the contractor had not failed to fulfill contractual obligations, the termination shall be deemed to have been for the convenience of the local government. In such event, adjustment of the contract price shall be made as provided in paragraph (c) above.
2. **Access to Records** - The local government, the Florida Department of Commerce, the U.S. Department of Housing and Urban Development, the Comptroller General of the United States, the Chief Financial Officer of the State of Florida, the Auditor General of the State of Florida, the Florida Office of Program Policy Analysis and Government Accountability, and any of their duly authorized representatives, shall have access to any books, documents, papers, and records of the contractor which are directly pertinent to this contract for the purpose of making audit, examination, excerpts, and transcriptions.
3. **Retention of Records** - The contractor shall retain all records relating to this contract for six years after the local government makes final payment and all other pending matters are closed.
4. **Remedies** - Unless otherwise provided in this contract, all contractual breaches, claims, counter-claims, disputes and other matters in question between the local government and the contractor, arising out of or relating to this contract, or the breach of it, will be decided by arbitration, if the parties mutually agree, or in a Florida court of competent jurisdiction.
5. **Environmental Compliance** - If this contract exceeds \$150,000, the contractor shall comply with all applicable standards, orders, or requirements issued under the 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](#)). The contractor shall include this clause in any subcontracts over \$150,000. Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).
6. **Energy Efficiency**
- The contractor shall comply with any mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Public Law 94-163).
7. **Special Equal Opportunity Provisions**
- A. **Activities and Contracts Not Subject to Executive Order 11246, as Amended**
- (Applicable to Federally assisted construction contracts and related subcontracts \$10,000 and under.)
- During the performance of this contract, the contractor agrees as follows:
- (1) The contractor shall not discriminate against any employee or applicant for employment because of race, color,

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

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

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

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

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

or in part and the contractor may be declared ineligible for further Government contracts in accordance with procedures authorized in Executive Order No. 11246 of Sept. 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order No. 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

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

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

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

Female participation: 6.9% (statewide)

Minority participation (See Appendix at CDBG-25 for goals for each county)

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

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

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

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

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

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

1. As used in these specifications:
 - A. "Covered area" means the geographical area described in the solicitation from which this contract resulted;
 - B. "Director" means Director, Office of Federal Contract Compliance Programs, United States Department of Labor, or any person to whom the Director delegates authority; and
 - C. "Employer identification number" means the Federal Social Security number used on the Employer's quarterly Federal Tax Return, U. S. Treasury Department Form 941.
 - D. "Minority" includes:
 - (i) Black (all persons having origins in any of the Black African racial groups not of Hispanic origin);
 - (ii) Hispanic (all persons of Mexican, Puerto Rican, Cuban, Central or South American or other Spanish Culture or origin, regardless of race);
 - (iii) Asian and Pacific Islander (all persons having origins in any of the original peoples of the Far East, Southeast Asia, the Indian Subcontinent, or the Pacific Island); and
 - (iv) American Indian or Alaskan Native (all persons having origins in any of the original peoples of North America and maintaining identifiable tribal affiliations through membership and participation or community identification).
2. Whenever the contractor, or any subcontractor at any tier, subcontracts a portion of the work involving any construction trade, it shall physically include in each subcontract in excess of \$10,000 the provisions of these specifications and the notice which contains the applicable goals for minority and female participation and which is set forth in the solicitations from which this contract resulted.
3. If the contractor is participating (pursuant to 41 CFR 60-4.5) in a Hometown Plan approved by the U. S. Department of Labor in the covered area either individually or through an association, its affirmative action obligations on all work in the Plan area (including goals and timetables) shall be in accordance with that Plan for those trades which have unions participating in the Plan. Contractors must be able to demonstrate their participation in and compliance with the provisions of any such Hometown Plan. Each contractor or subcontractor participating in an approved Plan is individually required to comply with its obligations under the EEO clause, and to make a good faith effort to achieve each goal under the Plan in each trade in which it has employees. The overall good faith performance by other contractors or subcontractors toward a goal in an approved Plan does not excuse any covered contractor's or subcontractor's failure to take good faith efforts to achieve the Plan goals and timetables.
4. The contractor shall implement the specific affirmative action standards provided in paragraphs 7.A. through P. of these specifications. The goals set forth in the solicitation from which this contract resulted are expressed as percentages of the total hours of employment and training of minority and female utilization the contractor should reasonably be able to achieve in each construction trade in which it has employees in the covered area. Covered construction contractors performing construction work in geographical areas where they do not have a federal or federally assisted construction contract shall apply the minority and female goals established for the

geographic area where the contract is being performed. Goals are published periodically in the Federal Register in notice form and such notices may be obtained from any Office of Federal Contract Compliance Programs office or from Federal procurement contracting officers. The Contractor is expected to make substantially uniform progress in meeting its goals in each craft during the period specified.

5. Neither the provisions of any collective bargaining agreement, nor the failure by a union with whom the Contractor has a collective bargaining agreement, to refer either minorities or women shall excuse the Contractor's obligations under these specifications, Executive Order 11246, or the regulations promulgated pursuant thereto.
6. In order for the nonworking training hours of apprentices and trainees to be counted in meeting the goals, such apprentices and trainees must be employed by the contractor during the training period, and the contractor must have made a commitment to employ the apprentices and trainees at the completion of their training, subject to the availability of employment opportunities. Trainees must be trained pursuant to training programs approved by the U. S. Department of Labor.
7. The Contractor shall take specific affirmative actions to ensure equal employment opportunity. The evaluation of the Contractor's compliance with these specifications shall be based upon its effort to achieve maximum results from its actions. The Contractor shall document these efforts fully, and shall implement affirmative action steps at least as extensive as the following:
 - (a) Ensure and maintain a working environment free of harassment, intimidation, and coercion at all sites, and in all facilities at which the contractor's employees are assigned to work. The contractor, where possible, will assign two or more women to each construction project. The contractor shall specifically ensure that all foremen, superintendents, and other on-site supervisory personnel are aware of and carry out the contractor's obligation to maintain such a working environment, with specific attention to minority or female individuals working at such sites or in such facilities.
 - (b) Establish and maintain a current list of minority and female recruitment sources, provide written notification to minority and female recruitment sources and to community organizations when the contractor or its unions have employment opportunities available, and maintain a record of the organizations' responses.
 - (c) Maintain a current file of the names, addresses, and telephone numbers of each minority and female off-the-street applicant and minority or female referral from a union, a recruitment source, or community organization and of what action was taken with respect to each such individual. If such individual was sent to the union hiring hall for referral and was not referred back to the contractor by the union or, if referred, not employed by the contractor, this shall be documented in the file with the reason therefor, along with whatever additional actions the contractor may have taken.
 - (d) Provide immediate written notification to the Director when the union or unions with which the contractor has a collective bargaining agreement has not referred to the contractor a minority person or woman sent by the contractor, or when the contractor has other information that the union referral process has impeded the contractor's efforts to meet its obligations.
 - (e) Develop on-the-job training opportunities and/or participate in training programs for the areas which expressly include minorities and women, including upgrading programs and apprenticeship and trainee programs relevant to the contractor's employment needs, especially those programs funded or approved by the Department of Labor. The contractor shall provide notice of these programs to the sources compiled under 7.(b) above.
 - (f) Disseminate the contractor's EEO policy by providing notice of the policy to unions and training programs and requesting their cooperation in assisting the contractor in meeting its EEO obligations; by including it in any policy manual and collective bargaining agreement; by publicizing it in the company newspaper, annual report, etc.; by specific review of the policy with all management personnel and with all minority and female employees at least once a year; and by posting the company EEO policy on bulletin boards accessible to all employees at each location where construction work is performed.
 - (g) Review, at least annually, the company's EEO policy and affirmative action obligations under these

specifications with all employees having any responsibility for hiring, assignment, layoff, termination, or other employment decisions including specific review of these items with on-site supervisory personnel such as superintendents, general foremen, etc., prior to the initiation of construction work at any job site. A written record shall be made and maintained identifying the time and place of these meetings, persons attending, subject matter discussed, and disposition of the subject matter.

- (h) Disseminate the contractor's EEO policy externally by including it in any advertising in the news media, specifically including minority and female news media, and providing written notification to and discussing the contractor's EEO policy with other contractors and subcontractors with whom the contractor does or anticipates doing business.
 - (i) Direct its recruitment efforts, both oral and written, to minority, female and community organizations, to schools with minority and female recruitment students and to minority and female recruitment and training organizations serving the contractor's recruitment area and employment needs. Not later than one month prior to the date for the acceptance of applications for apprenticeship or other training by any recruitment source, the contractor shall send written notification to organizations such as the above, describing the openings, screening procedures, and tests to be used in the selection process.
 - (j) Encourage present minority and female employees to recruit other minority persons and women and, where reasonable, provide after school, summer and vacation employment to minority and female youth both on the site and in other areas of a contractor's work force.
 - (k) Validate all tests and other selection requirements where there is an obligation to do so under 41 CFR 60-3.
 - (l) Conduct, at least annually, an inventory and evaluation at least of all minority and female personnel for promotional opportunities and encourage these employees to seek or to prepare for, through appropriate training, etc., such opportunities.
 - (m) Ensure that seniority practices, job classifications, work assignments and other personnel practices, do not have a discriminatory effect by continually monitoring all personnel and employment related activities to ensure that the EEO policy and the contractor's obligations under these specifications are being carried out.
 - (n) Ensure that all facilities and company activities are nonsegregated except that separate or single-user toilet and necessary changing facilities shall be provided to assure privacy between the sexes.
 - (o) Document and maintain a record of all solicitations of offers for subcontracts from minority and female construction contractors and suppliers, including circulation of solicitations to minority and female contractor associations and other business associations.
 - (p) Conduct a review, at least annually, of all supervisors' adherence to and performance under the contractor's EEO policies and affirmative action obligations.
8. Contractors are encouraged to participate in voluntary associations which assist in fulfilling one or more of their affirmative action obligations 7.(a) through (p). The efforts of a contractor association, joint contractor-union, contractor-community, or other similar group of which the contractor is a member and participant, may be asserted as fulfilling any one or more of its obligations under 7.(a) through (p) of these specifications provided that the contractor actively participates in the group, makes every effort to assure that the group has a positive impact on the employment of minorities and women in the industry, ensures that the concrete benefits of the program are reflected in the contractor's minority and female workforce participation, makes a good faith effort to meet its individual goals and timetables, and can provide access to documentation which demonstrates the effectiveness of actions taken on behalf of the contractor. The obligation to comply, however, is the contractor's and failure of such a group to fulfill an obligation shall not be a defense for the contractor's noncompliance.
9. A single goal for minorities and separate single goal for women have been established. The contractor, however, is required to provide equal employment opportunity and to take affirmative action for all minority groups, both male and female, and all women, both minority and non-minority. Consequently, the contractor may be in violation of the Executive Order if a particular group is employed in a substantially disparate manner (for example, even though the contractor has achieved its goals for women generally, the contractor may be in violation of the Executive Order if a specific minority group of women is underutilized).

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

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

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

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

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

F. Civil Rights Act of 1964

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

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

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

H. "Section 3" Compliance in the Provision of Training, Employment and Business Opportunities

- (1) The work to be performed under this contract is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 USC 1701u (Section 3). The purpose of Section 3 is to ensure that employment and other economic opportunities generated by HUD assistance or HUD-assisted projects covered by section 3, shall, to the greatest extent feasible, be directed to low- and very low-income persons, particularly persons who are recipients of HUD assistance for housing.
- (2) The parties to this contract agree to comply with HUD's regulations in 24 CFR Part 75, 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 75 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 75, 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 75. 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 75.
- (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 75 require employment opportunities to be directed, were not filled to circumvent the contractor's obligations under 24 CFR Part 75.
- (6) Noncompliance with HUD's regulations in 24 CFR Part 75 may result in sanctions, termination of this contract for default, and debarment or suspension from future HUD assisted contracts.
- (7) With respect to work performed in connection with Section 3 covered Indian housing assistance, section 7(b) of the Indian Self-Determination and Education Assistance Act (25 USC 450e) also applies to the work to be performed under this contract. Section 7(b) requires that to the greatest extent feasible (i) preference and opportunities for training and employment shall be given to Indians, and (ii) preference in the award of contracts and subcontracts shall be given to Indian organizations and Indian-owned Economic Enterprises. Parties to this contract that are subject to the provisions of section 3 and section 7(b) agree to comply with Section 3 to the maximum extent feasible, but not in derogation of compliance with section 7(b).

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

- (1) The Contractor will not discriminate against any employee or applicant for employment because of physical or mental handicap in regard to any position for which the employee or applicant for employment is qualified. The Contractor agrees to take affirmative action to employ, advance in employment and otherwise treat qualified handicapped individuals without discrimination based upon their physical or mental handicap in all employment practices such as the following: employment, upgrading, demotion or transfer, recruitment, advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship.

- (2) The Contractor agrees to comply with the rules, regulations and relevant orders of the Secretary of Labor issued pursuant to the Act.
- (3) In the event of the Contractor's noncompliance with the requirements of this clause, actions for noncompliance may be taken in accordance with the rules, regulations, and relevant orders of the Secretary of Labor issued pursuant to the Act.
- (4) The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices in a form to be prescribed by the Director, provided by or through the contracting officer. Such notices shall state the Contractor's obligation under the law to take affirmative action to employ and advance in employment qualified handicapped employees and applicants for employment, and the rights of applicants and employees.
- (5) The contractor will notify each labor union or representative of workers with which it has a collective bargaining agreement or their contract understanding, that the contractor is bound by the terms of Section 503 of the Rehabilitation Act of 1973, and is committed to take affirmative action to employ and advance in employment physically and mentally handicapped individuals.
- (6) The contractor will include the provisions of this clause in every subcontract or purchase order of \$2,500 or more unless exempted by rules, regulations, or orders of the Secretary issued pursuant to Section 503 of the Act, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the Director of the Office of Federal Contract Compliance Programs may direct to enforce such provisions, including action for noncompliance.

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

It shall be unlawful for an employer-

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

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

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

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

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

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

No officer or employee of the local jurisdiction or its designees or agents, no member of the governing body, and no other public official of the locality who exercises any function or responsibility with respect to this contract, during

his/her tenure or for one year thereafter, shall have any interest, direct or indirect, in any contract or subcontract, or the proceeds thereof, for work to be performed. Further, the contractor shall cause to be incorporated in all subcontracts the language set forth in this paragraph prohibiting conflict of interest.

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

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

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

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

10. Federal Labor Standards Provisions

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

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

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

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

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

- (3) (a) Payrolls and Basic Records. Payrolls and basic records relating thereto shall be maintained by the contractor during the course of the work preserved for a period of three years thereafter for all laborers and mechanics working at the site of the work (or under the United States Housing Act of 1937, or under the Housing Act of 1949, in the construction or development of the project). Such records shall contain the name, address, and social security number of each such worker, his or her correct classification, hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in Section 1(b)(2)(B) of the Davis-Bacon Act), daily and weekly number of hours worked, deductions made and actual wages paid. Whenever the Secretary of Labor has found under 29 CFR 5.5(a)(1)(iv) that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in Section 1(b)(2)(B) of the Davis-Bacon Act, the contractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits. Contractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs. (Approved by the Office of Management and Budget under OMB Control Numbers 1215-0140 and 1215-0017).
- (b) (i) The contractor shall submit weekly for each week in which any contract work is performed a copy of all payrolls to HUD or its designee if the agency is a party to the contract, but if the agency is not such a party, the contractor will submit the payrolls to the applicant, sponsor, or owners, as the case may be, for transmission to HUD or its designee. The payrolls submitted shall set out accurately and completely all of the information required to be maintained under 29 CFR Part 5.5(a)(3)(I). This information may be submitted in any form desired. Optional Form WH-347 is available for this purpose and may be purchased from the Superintendent of Documents (Federal Stock Number 029-005-00014-1), U. S. Government Printing Office, Washington, DC 20402. The prime contractor is responsible for the submission of copies of payrolls by all subcontractors. (Approved by the Office of Management and Budget under OMB Control Number 1215-0149).
- (ii) Each payroll submitted shall be accompanied by a "Statement of Compliance", signed by the contractor or subcontractor or his or her agent who pays or supervises the payment of the persons employed under the contract and shall certify the following:
- (1) That the payroll for the payroll period contains the information required to be maintained under 29 CFR Part 5.5 (a)(3)(I) and that such information is correct and complete;
 - (2) That each laborer or mechanic (including each helper, apprentice, and trainee) employed on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in 29 CFR Part 3;
 - (3) That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification of work performed, as specified in the applicable wage determination incorporated into the contract.
- (iii) The weekly submission of a properly executed certification set forth on the reverse side of Option Form WH-347 shall satisfy the requirement for submission of the "Statement of Compliance" required by paragraph A(3)(b)(ii) of this section.
- (iv) The falsification of any of the above certifications may subject the contractor or subcontractor to civil or criminal prosecution under Section 1001 of Title 18 and Section 231 of Title 31 of the United States Code.
- (c) The contractor or subcontractor shall make the records required under paragraph A(3)(a) of this section available for inspection, copying, or transcription by authorized representatives of HUD or its

designee or the Department of Labor, and shall permit such representatives to interview employees during working hours on the job. If the contractor or subcontractor fails to submit the required records or to make them available, HUD or its designee may, after written notice to the contractor, sponsor, applicant, or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request to make such records available may be grounds for debarment action pursuant to 29 CFR Part 5.12.

(4) (a) Apprentices and Trainees.

- (i) Apprentices. Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U. S. Department of Labor, Employment and Training Administration, Bureau of Apprenticeship and Training, or with a State Apprenticeship Agency recognized by the Bureau, or if a person is employed in his or her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by the Bureau of Apprenticeship and Training or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice. The allowable ratio of apprentices to journeymen on the job site in any craft classification shall not be greater than the ratio permitted to the contractor as to the entire work force under the registered program. Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated above, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered program, shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. Where a contractor is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman's hourly rate) specified in the contractor's or subcontractor's registered program shall be observed. Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeymen hourly rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with the determination. In the event the Bureau of Apprenticeship and Training, or a State Apprenticeship Agency recognized by the Bureau, withdraws approval of an apprenticeship program, the contractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.
- (ii) Trainees. Except as provided in 29 CFR 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to and individually registered in a program which has received prior approval, evidenced by formal certification by the U. S. Department of Labor, Employment and Training Administration. The ratio of trainees to journeymen on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration. Every trainee must be paid at not less than the rate specified in the approved program for the trainee's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed on the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the corresponding journeyman wage rate on the wage determination which provides for less than full fringe benefits for apprentices. Any employee listed on the payroll at a trainee rate who is not registered and participating in a training plan approved by the Employment and Training Administration shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the

applicable wage rate on the wage determination for the work actually performed. In the event the Employment and Training Administration withdraws approval of a training program the contract will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

- (iii) Equal Employment Opportunity. The utilization of apprentices, trainees and journeymen under this part shall be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended, and 29 CFR Part 30.
 - (5) Compliance with Copeland Act Requirements. The contractor shall comply with the requirements of 29 CFR Part 3 which are incorporated by reference in this contract.
 - (6) Subcontracts. The contractor or subcontractor will insert in any subcontracts the clauses contained in 29 CFR 5.5(a)(1) through (10) and such other clauses as HUD or its designee may by appropriate instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contract shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all the contract clauses in 29 CFR Part 5.5.
 - (7) Contract Termination, Debarment. A breach of the contract clauses in 29 CFR 5.5 may be grounds for termination of the contract and for debarment as a contractor and a subcontractor as provided in 29 CFR 5.12.
 - (8) Compliance with Davis-Bacon and Related Act Requirements. All rulings and interpretations of the Davis-Bacon and Related Acts contained in 29 CFR Parts 1, 3 and 5 are herein incorporated by referenced in this contract.
 - (9) Disputes Concerning Labor Standards. Disputes arising out of the labor standards provisions of this contract shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the U. S. Department of Labor (USDOL) set forth in 29 CFR Parts 5, 6 and 7. Disputes within the meaning of this clause include disputes between the contractor (or any of its subcontractors) and HUD or its designee, the USDOL, or the employees or their representatives.
 - (10) (a) Certification of Eligibility. By entering into this contract, the contractor certifies that neither it (nor he or she) nor any person or firm who has an interest in the contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of Section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1) or to be awarded HUD contracts or participate in HUD programs pursuant to 24 CFR Part 24.
 - (b) No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of Section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1) or to be awarded HUD contracts or participate in HUD programs pursuant to 24 CFR Part 24.
 - (c) The penalty for making false statements is prescribed in the U. S. Criminal Code, 18 USC 1001. Additionally, U.S. Criminal Code, Section 1010, Title 18, USC, "Federal Housing Administration transactions", provides in part "Whoever, for the purpose of ... influencing in any way the action of such Administration ... makes, utters or publishes any statement, knowing the same to be false ... shall be fined not more than \$5,000 or imprisoned not more than two years, or both."
 - (11) Complaints, Proceedings, or Testimony by Employees. No laborer or mechanic to whom the wage, salary, or other labor standards provisions of this contract are applicable shall be discharged or in any other manner discriminated against by the contractor or any subcontractor because such employee has filed any complaint or instituted or caused to be instituted any proceeding or has testified or is about to testify in any proceeding under or relating to the labor standards applicable under this contract to his employer.
- B. Contract Work Hours and Safety Standards Act. As used in the paragraph, the terms "laborers" and "mechanics" include watchmen and guards.
- (1) Overtime requirements. No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of

forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

- (2) Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in subparagraph (1) of this paragraph, the contractor and any subcontractor responsible therefore shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in subparagraph (1) of this paragraph, in the sum of \$32 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in subparagraph (1) of this paragraph.
- (3) Withholding for unpaid wages and liquidated damages. HUD or its designee shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contract, or any other Federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in subparagraph (2) of this paragraph.
- (4) Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clauses set forth in subparagraph (1) through (4) of this paragraph and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in subparagraphs (1) through (4) of this paragraph.

C. Health and Safety

- (1) No laborer or mechanic shall be required to work in surroundings or under working conditions which are unsanitary, hazardous, or dangerous to his health and safety as determined under construction safety and health standards promulgated by the Secretary of Labor by regulation.
- (2) The contractor shall comply with all regulations issued by the Secretary of Labor pursuant to Title 29 Part 1926 (formerly part 1518) and failure to comply may result in imposition of sanctions pursuant to the Contract Work Hours and Safety Standards Act (Public Law 91-54.83 State 96).
- (3) The contractor shall include the provisions of this Article in every subcontract so that such provisions will be binding on each subcontractor. The contractor shall take such action with respect to any subcontract as the Secretary of Housing and Urban Development or the Secretary of Labor shall direct as a means of enforcing such provisions.

11. Guidance to Contractor for Compliance with Labor Standards Provisions

A. Contracts with Two Wage Decisions

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

B. Complying with Minimum Hourly Amounts

- (1) The minimum hourly amount due to a worker in each classification is the total of the amounts in the

“Rates” and “Fringe Benefits” (if any) columns of the applicable wage decision.

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

C. Overtime

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

D. Deductions

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

E. Classifications Not Included in the Wage Decision

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

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

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

F. Supervisory Personnel

Foremen and other supervisory personnel who spend at least 80% of their time supervising workers are not covered by the Davis-Bacon and Related Acts. Therefore, a wage decision will not include such supervisory classifications and their wages are not subject to any minimums under the Davis-Bacon and Related Act or

overtime payments under the Contract Work Hours and Safety Standards Act. However, foremen and other supervisory personnel who spend less than 80% of their time engaged in supervisory activities are considered workers/mechanics for the time spent engaged in manual labor and must be paid at least the minimum in the wage decision for the appropriate classification(s) based on the work performed.

G. Sole Proprietorships/Independent Contractors/Leased Workers

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

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

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

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

H. Apprentices/Helpers

A worker may be classified as an apprentice **only if participating in a federal or state program**. Documentation of participation must be submitted. Generally, the apprentice program specifies that the apprentice will be compensated at a percentage of the journeyman rate. For Davis-Bacon Act purposes, the hourly rate cannot be lower than the percentage of the hourly rate for the classification in the applicable wage decision.

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

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

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

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

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

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

[http://www.uscis.gov/sites/default/files/USCIS/Verification/E-Verify/E-Verify Native Documents/MOU for E-Verify Employer.pdf](http://www.uscis.gov/sites/default/files/USCIS/Verification/E-Verify/E-Verify%20Native%20Documents/MOU%20for%20E-Verify%20Employer.pdf)

- (c) The Department of Homeland Security offers tutorials and other assistance at the web address below:

<http://www.uscis.gov/e-verify/you-start>

13. 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.

13 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. It is the sole responsibility of the Prime contractor to ensure that the all sub-contractors are not parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority

14. 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.

15. Procurement of recovered materials. A non-Federal entity that is a state agency or agency of a political subdivision of a state and its contractors must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at [40 CFR part 247](#) that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

16. Prohibition on certain telecommunications and video surveillance services or equipment.

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

- (1) Procure or obtain;
 - (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.

(b) In implementing the prohibition under [Public Law 115–232](#), section 889, subsection (f), paragraph (1), heads of executive agencies administering loan, grant, or subsidy programs shall prioritize available funding and technical support to assist affected businesses, institutions and organizations as is reasonably necessary for those affected entities to transition from covered communications equipment and services, to procure replacement equipment and services, and to ensure that communications service to users and customers is sustained.

(c) See [Public Law 115–232](#), section 889 for additional information.

(d) See also [§ 200.471](#).

17. Domestic preferences for procurements.

(a) As appropriate and to the extent consistent with law, the non-Federal entity should, to the greatest extent practicable under a Federal award, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products). The requirements of this section must be included in all subawards including all contracts and purchase orders for work or products under this award.

(b) For purposes of this section:

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

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

(c) Federal agencies providing Federal financial assistance for infrastructure projects must implement the Buy America preferences set forth in [2 CFR part 184](#).

CERTIFICATIONS

1. Non Collusions Affidavit – All Primary Contractors, its officers, partners, owners, agents, representatives, employees or parties in interest, including this affiliate must execute a notarized affidavit stating that they have in no way colluded, conspired, connived or agreed, directly or indirectly, with any other Proposer/Bidder, firm or person to submit a collusive or sham Proposal/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 Proposer/Bidder, firm or person to fix the price or prices in the attached Proposal/Bid of any other Proposer/Bidder, or to fix any overhead, profit or cost element of the Proposal/Bid Price or the Proposal/Bid Price of any other Proposer/Bidder, or to secure through any collusion, conspiracy, connivance or unlawful agreement any advantage against the City or any person interested in the proposed Contract; and

2. Drug Free Workplace – All vendors shall certify that that their business operates and shall continue to operate as a drug free workplace in accordance with Florida Statute 287.087.

3. Insurance – All contractors shall certify and document that they have the appropriate active insurance policies having coverage and ratings as required by the local government, that the insurer is licensed to do business in Florida, that the local government is named as additionally insured, that the certificate of insurance includes a 30-day cancellation period, and include a waiver of subrogation in favor of the local government.

4. Indemnification - To the fullest extent permitted by laws and regulations, and in consideration of the amount stated

on any Purchase Order, the Contractor shall defend, indemnify, and hold harmless the local government, its officers, directors, agents, guests, invitees, and employees from and against all liabilities, damages, losses, and costs, direct, indirect, or consequential (including but not limited to reasonable fees and charges of engineers, architects, attorneys, and other professionals and court and arbitration costs) to the extent arising out of or resulting from any acts of negligence, recklessness or intentional wrongful misconduct in the performance of the work by the Contractor or any Subcontractor, or any person or organization directly or indirectly employed by any of them to perform or furnish any of the work or anyone for whose acts any of them may be liable.

5. Public Entity Crimes – The contractor shall execute a notarized Public Entity Crimes Sworn Statement in accordance with Chapter 287.133, Florida Statutes.

6. Contracting with Minority and Women Business Enterprises – Contractor shall

7. Access to Records and Records Retention

8. E-Verify

9 Domestic Preference

10. SAM.GOV – Registration – Debarment and Suspension

11. Conflicts of Interest

12. Section 3 – The contractor shall certify they understand the Section 3 requirements, will complete and require their sub-contractors to complete the required Section 3 certifications. Additionally, the contractor certifies that they will make every effort to meet the Section 3 goals, provide any necessary job training and outreach and will require the same of their sub-contractors. The contractor additionally certifies that they and their sub-contractors will provide the required quarterly Section 3 reporting.

13. Labor Standards - The contractor shall certify they understand the Labor Standards requirements, will complete and require their sub-contractors to complete the required Labor Standard certifications. Additionally, the contractor certifies they follow all Davis Bacon Act, Copeland Act, Work Standards and Safety Act, and Health and Safety and shall require the same of their sub-contractors. The contractor additionally certifies that they and their sub-contractors will provide weekly payrolls during the contract period and will Post the Wage Decisions in a visible spot at the work site, and will post Davis-Bacon poster (WH-1321) in a visible location at the work site,

14. Compliance with Appendix II to Part 200 – The contractor shall certify they understand that Appendix II to Part 200 will be included in the contract between their firm and the City of Alachua and that they will ensure compliance with the regulations outlined in the Appendix.

Appendix Minority Participation Goals

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

<u>Tampa-St. Petersburg Area</u>	<u>Percentage</u>
Hillsborough, Pinellas, Pasco.....	17.9
Charlotte, Citrus, Collier, DeSoto,	17.1
Hardee, Hernando, & Highlands (all seven counties)	
Lee	15.3
Manatee	15.9
Polk	18.0
Sarasota.....	10.5

<u>Tallahassee Area</u>	
Leon, Wakulla.....	24.3
Calhoun, Franklin, Gadsden, Jackson,	29.5
Jefferson, Liberty, Madison, & Taylor (all eight counties)	

<u>Pensacola - Panama City Area</u>	
Bay.....	14.1
Escambia, Santa Rosa.....	18.3
Gulf, Holmes, Okaloosa,	15.4
Walton, & Washington (all five counties)	

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

<u>Orlando - Daytona Beach Area</u>	<u>Percentage</u>
Volusia	15.7
Brevard	10.7
Orange, Osceola, & Seminole (all three counties).....	15.5
Flagler, Lake, & Sumter (all three counties).....	14.9

<u>Miami - Fort Lauderdale Area</u>	
Dade.....	39.5
Broward	15.5
Palm Beach.....	22.4
Glades, Hendry, Indian River, Monroe,.....	30.4
Okeechobee, Martin, & St. Lucie (all seven counties)	

CERTIFICATION FORMS

CERTIFICATION 1: NON-COLLUSION AFFIDAVIT OF PRIME PROPOSER/BIDDER

CERTIFICATION 2: DRUG-FREE WORKPLACE FORM

CERTIFICATION 3: INSURANCE

CERTIFICATION 4: INDEMNIFICATION

CERTIFICATION 5: SWORN STATEMENT PURSUANT TO FLORIDA STATUTES SECTION 287.133(3)(a) ON PUBLIC ENTITY CRIMES

CERTIFICATION 6: CONTRACTING WITH MINORITY AND WOMEN BUSINESS ENTERPRISE (MWBE)

CERTIFICATION 7: ACCESS TO RECORDS AND RECORDS RETENTION

CERTIFICATION 8: E-VERIFY RESPONSIBILITY

CERTIFICATION 9: DOMESTIC PREFERENCE

CERTIFICATION 10: SAM.GOV REGISTRATION - DEBARMENT AND SUSPENSION

CERTIFICATION 11: CONFLICTS OF INTEREST

CERTIFICATION 12: SECTION 3 REQUIREMENTS

CERTIFICATION 13: LABOR STANDARDS COMPLIANCE

CERTIFICATION 14: APPENDIX II TO PART 200

NON-COLLUSION AFFIDAVIT OF PRIME PROPOSER/BIDDER
(CERTIFICATION SUBMITTAL ONE)

State of Florida
County of Alachua

Virginia H Johns, being first duly sworn, deposes and says that:

1. he/she is Vice President of John C Hipp Construction Equip. Co., the Proposer/Bidder that has submitted the attached Proposal/Bid;
2. he/she is fully informed respecting the preparation and contents of the attached Proposal/Bid and of all pertinent circumstances respecting such Proposal/Bid;
3. Such Proposal/Bid is genuine and is not a collusive or sham Proposal/Bid;
4. Neither the said Proposer/Bidders nor any of its officers, partners, owners, agents, representatives, employees or parties in interest, including this affiliate has in any way colluded, conspired, connived or agreed, directly or indirectly, with any other Proposer/Bidder, firm or person to submit a collusive or sham Proposal/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 Proposer/Bidder, firm or person to fix the price or prices in the attached Proposal/Bid of any other Proposer/Bidder, or to fix any overhead, profit or cost element of the Proposal/Bid Price or the Proposal/Bid Price of any other Proposer/Bidder, or to secure through any collusion, conspiracy, connivance or unlawful agreement any advantage against the City or any person interested in the proposed Contract; and
5. The qualifications quoted in the attached Proposal/Bids as well as subsequent negotiated prices, following evaluation and of the firms' qualifications by the City, are fair and proper and are not tainted by any collusion, conspiracy, connivance, or unlawful agreement on the part of the Proposer/Bidder or any of its agents, representatives, owners, employees or parties in interest, including this affiliate.

Signed: _____

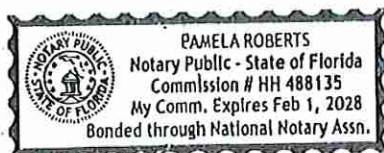
Title: Vice President

Subscribed and sworn to before me this 20th day of October, 2025

Pamela Roberts

Notary Public

My Commission Expires: 02/01/2028



**DRUG-FREE WORKPLACE FORM
(CERTIFICATION SUBMITTAL TWO)**

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

That John C Hipp Construction Equip Co. 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 employee 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 programs, 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 Proposal/Bid a copy of the statement specified in subsection (1).
4. In the statement specified in subsection (1), notify the employee that, as a condition of working on the commodities or contractual services that are under Proposal/Bid, the employee will abide by the Terms of the statement and will notify the employer of any conviction of, plea of guilty or nolo contendere to, any violation of Chapter 1893 or of any controlled substance law of United States 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.


Proposer/Bidder's Signature

10-20-2025
Date

JOHN C. HIPPI CONSTRUCTION
EQUIPMENT COMPANY
P.O. BOX 1000
ALACHUA, FL 32616

INSURANCE
(CERTIFICATION SUBMITTAL THREE)

By signing below the Proposer/Bidder is stating that they fully understand the insurance requirements for the project and if awarded the Proposer/Bidder will provide all insurance coverage as required in RFQ/RFP/ITB # REB 2025-02

The requirements are as follows:

- Proposer/Bidder is insured with a company licensed to do business in the State of Florida
- The insurance company is rated A VIII or better by A.M. Best Rating Company (Workers Compensation, General and Automobile policies)
- The City will be named as an additional insured for general and automobile liability
- The certificate will contain a 30-day written notice of cancellation and a 10-day written notice of non-payment
- The General Liability and Worker's Compensation policies will contain waiver of subrogation in favor of the City

 VP

Proposer/Bidder (signature)

10-20-2025

Date

Virginia H Johns

Name of Authorized Representative

John C Hipp Construction Equip Co.

Company Name



JOHNCHI-01

SEGVRSAMPLES

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
3/3/2025

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

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

PRODUCER AssuredPartners, Gainesville 4880 Newberry Road, Suite 180 Gainesville, FL 32607	CONTACT NAME: Robert Samples		
	PHONE (A/C, No, Ext): (352) 244-5307	FAX (A/C, No):	
	E-MAIL ADDRESS: Robert.Samples@assuredpartners.com		
INSURED John C. Hipp Construction Equipment Co. PO Box 1000 Alachua, FL 32616	INSURER(S) AFFORDING COVERAGE		NAIC #
	INSURER A: BITCO General Insurance Corporation		20095
	INSURER B:		
	INSURER C:		
	INSURER D:		
	INSURER E:		
	INSURER F:		

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☒ POLICY ☒ PRO-JECT ☒ LOC OTHER:			CLP3754956	3/1/2025	3/1/2026	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
A	☒ AUTOMOBILE LIABILITY ☒ ANY AUTO OWNED AUTOS ONLY ☐ SCHEDULED AUTOS ☐ HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY			CAP3754957	3/1/2025	3/1/2026	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
A	☒ UMBRELLA LIAB ☒ OCCUR ☐ EXCESS LIAB ☐ CLAIMS-MADE DED ☒ RETENTION \$ 10,000			CUP3754958	3/1/2025	3/1/2026	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ Aggregate Limit \$ 5,000,000
A	☒ WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory In NH) ☐ Y/N If yes, describe under DESCRIPTION OF OPERATIONS below		N/A	WC3754955	3/1/2025	3/1/2026	PER STATUTE ☐ OTH-ER ☐ E.L. EACH ACCIDENT \$ 500,000 E.L. DISEASE - EA EMPLOYEE \$ 500,000 E.L. DISEASE - POLICY LIMIT \$ 500,000

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

CERTIFICATE HOLDER

CANCELLATION

Insured's Use	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE

ACORD 25 (2016/03)

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CDBG-ED NW 115th Avenue Extension Project DOC SubContract # 25DB-03 Project

COA-John C. Hipp Construction Equipment Company Agreement

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INDEMNIFICATION (CERTIFICATION SUBMITTAL FOUR)

To the fullest extent permitted by laws and regulations, and in consideration of the amount stated on any Purchase Order, the Contractor shall defend, indemnify, and hold harmless the City, its officers, directors, agents, guests, invitees, and employees from and against all liabilities, damages, losses, and costs, direct, indirect, or consequential (including but not limited to reasonable fees and charges of engineers, architects, attorneys, and other professionals and court and arbitration costs) to the extent arising out of or resulting from any acts of negligence, recklessness or intentional wrongful misconduct in the performance of the work by the Contractor, any Subcontractor, or any person or organization directly or indirectly employed by any of them to perform or furnish any of the work or anyone for whose acts any of them may be liable.

In any and all claims against the City, or any of its officers, directors, agents, or employees by any employee of the Contractor, any Subcontractor, any person or organization directly or indirectly employed by any of them to perform or furnish any of the work or anyone for whose acts any of them may be liable, this indemnification obligation shall not be limited in any way by any limitation on the amount or type of damages, compensation, or benefits payable by or for the Contractor or any Subcontractor or other person or organization under workers' or workmen's compensation acts, disability benefit acts, or other employee benefit acts, nor shall this indemnification obligation be limited in any way by any limitation on the amount or type of insurance coverage provided by the City, the Contractor, or any of his Subcontractors. To the extent this Indemnification conflicts with any provision of Florida Law or Statute, this indemnification shall be deemed to be amended in such manner as to be consistent with such Law or Statute.

Subrogation: The Contractor and his Subcontractors agree by entering into this contract to a Waiver of Subrogation for each required policy herein. When required by the insurer or should a policy condition not permit Contractor or Subcontractor to enter into a pre-loss agreement to waive subrogation without an endorsement, then Contractor or Subcontractor agrees to notify the insurer and request the policy be endorsed with a Waiver of Transfer of Rights of Recovery Against Others, or its equivalent. This Waiver of Subrogation requirement shall not apply to any policy, which includes a condition specifically prohibiting such an endorsement, or voids coverage should Contractor or Subcontractor enter into such an agreement on a pre-loss basis.

Release of Liability: Acceptance of the Contractor of the last payment shall be a release to the City and every officer and agent thereof, from all claims and liability hereunder for anything done or furnished for, or relating to the work, or for any act or neglect of the City or of any person relating to or affecting the work.

Savings Clause: The parties agree that to the extent the written terms of this Indemnification conflict with any provisions of Florida laws or statutes, in particular Sections 725.06 and 725.08 of the Florida Statutes, the written terms of this indemnification shall be deemed by any court of competent jurisdiction to be modified in such a manner as to be in full and complete compliance with all such laws or statutes and to contain such limiting conditions, or limitations of liability, or to not contain any unenforceable, or prohibited term or terms, such that this Indemnification shall be enforceable in accordance with and to the greatest extent permitted by Florida Law.

BY: _____, VP
Signature of Owner or Officer

DATE: 10-20-2025

ATTEST: John Hipp
Corporate Secretary or Witness

386-462-2047
Organization Phone Number

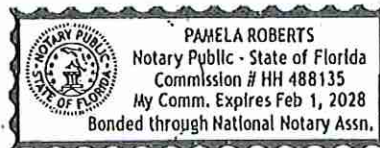
STATE OF: Florida

COUNTY OF: Alachua

The foregoing instrument was acknowledged before me this 20th day October of 2025
by Virginia H. Johns,
John C Hipp Construction Equipment Co. (Company Name). of

He/She is personally known to me, or has produced N/A as
identification, and did ____/did not ____ take an oath.

Pamela Roberts
Signature of Notary



(Seal)

Pamela Roberts
Printed Name of Notary

My Commission Expires: 02/01/2028

**SWORN STATEMENT PURSUANT TO
FLORIDA STATUTES SECTION 287.133(3)(a) ON PUBLIC ENTITY CRIMES
(CERTIFICATION SUBMITTAL FIVE)**

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

1. This sworn statement is submitted to City of Alachua
[print name of the public entity]
by Virginia H. Johns for John C. Hipp Construction
[print individual's name and title]
Equipment Co.
[print name of entity submitting sworn statement]

whose business address is Po Box 1000, Alachua, FL 32616

and its Federal Employer Identification Number (FEIN) or Social Security Number (SSN)

of the individual signing this sworn statement is 59-1213468.

2. I understand that a "public entity crime" as defined in Paragraph 287.133(1)(g), Florida Statutes, means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or of the United States, including, but not limited to, any bid/qualifications Proposal/Bid or contract for goods or services to be provided to any public entity or an agency or political subdivision or any other state or of the United States and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.

3. I understand that "convicted" or "conviction" as defined in Paragraph 287.133(1)(b), Florida Statutes, means a finding of guilt or a conviction of a public entity crime, with or without an adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of a jury verdict, non-jury trial, or entry of a plea of guilty or nolo contendere.

4. I understand that an "affiliate" as defined in Paragraph 287.133(1)(a), Florida Statutes, means:

- A predecessor or successor of a person convicted of a public entity crime; or
- An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term "affiliate" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate.

The ownership by one person of shares constituting a controlling interest in another person, or a pooling of equipment or income among persons when not for fair market value under an arm's length agreement, shall

be a prima facie case that one person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months shall be considered an affiliate.

5. I understand that a "person" as defined in Paragraph 287.133(1)(e), Florida Statutes, means any natural person or entity organized under the laws of any state or of the United States with the legal power to enter into a binding contract and which bids or applies to bid on contracts for the provision of goods or services let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term "person" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity.

6. Based on information and belief, the statement which I have marked below is true in relation to the entity submitting this sworn statement. [indicate which statement applies]

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

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

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

This Space Left Blank Intentionally

I UNDERSTAND THAT THE SUBMISSION OF THIS FORM TO THE CONTRACTING OFFICER FOR THE PUBLIC ENTITY IDENTIFIED IN PARAGRAPH 1 (ONE) ABOVE IS FOR THAT PUBLIC ENTITY ONLY AND, THAT THIS FORM IS VALID THROUGH DECEMBER 31 OF THE CALENDAR YEAR IN WHICH IT IS FILED. I ALSO UNDERSTAND THAT I AM REQUIRED TO INFORM THE PUBLIC ENTITY PRIOR TO ENTERING INTO A CONTRACT IN EXCESS OF THE THRESHOLD AMOUNT PROVIDED IN SECTION 287.017, FLORIDA STATUTES FOR CATEGORY TWO OF ANY CHANGE IN THE INFORMATION CONTAINED IN THIS FORM.


[signature]

STATE OF Florida

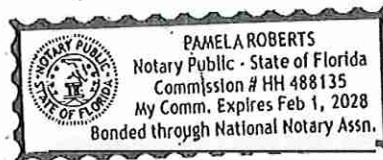
COUNTY OF Alachua

The foregoing instrument was acknowledged before me on this 20 day of

October, 20 25 by Virginia H Johns

who is personally known to me and who _____ did / _____ did not take an oath.


Signature of Notary




Printed Name of Notary

(Seal)

My Commission Expires: 02/01/2028

**CONTRACTING WITH MINORITY AND WOMEN BUSINESS ENTERPRISES (MWBE)
(CERTIFICATION SUBMITTAL SIX)**

By signing below the Proposer/Bidder is stating that they fully understand the Minority/Woman-owned Business Enterprises (MWBE) requirements for the project and if awarded will adhere to 2 CFR 200.321 (b)(6), and the requirements in ITB # 2025-02 in hiring any subcontractors, if applicable.

RFB

The City of Alachua is an Equal Employment Opportunity employer and makes it a priority to ensure minority and women owned business enterprises are extended every opportunity to participate in procurement opportunities the City offers for projects and services. The City takes all necessary affirmative steps, as outlined in 2 CFR 200.321, to assure that minority owned businesses, women owned business enterprises, and labor surplus area firms are used when possible.

For this procurement and all federally funded procurements, the City shall:

- Maintain an updated solicitation list of all qualified minority and women owned business enterprises in Alachua County and the counties in the same surrounding regional area to Alachua County;
- Utilize the services provided by the Florida Office of Supplier Diversity and its website to maintain and update the City's minority and women owned business enterprises solicitation;
- Directly solicit by mail, phone, fax, or email all applicable vendors on the City's qualified minority and women business enterprises list providing them with notification of the procurement opportunity the City is offering;
- When economically feasible and allowable, the City will divide total requirements into smaller tasks or quantities to permit maximum participation by small and minority owned businesses, and women's owned business enterprises. (such divisions or reductions shall not be allowed to circumvent requirement thresholds for bonding or insurance);
- Where requirements and schedules of funding entities permit flexibility, establish delivery schedules which encourage participation by small and minority owned businesses, and women owned business enterprises.

In instance where procured prime contractor will utilize subcontractors, the prime contractor shall take affirmative steps, as outlined above, to assure that minority owned businesses, women owned business enterprises, and labor surplus area firms are used as subcontractors when possible.

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


Proposer/Bidder (signature)

Virginia H. Johns, VP
Name of Authorized Representative

10-20-2025
Date

John C Hipp Construction Equip Co.
Company Name

MINORITY AND WOMEN BUSINESS ENTERPRISE LIST

Insert Local Government's Minority and Women Business Enterprise List

City of Alachua MBE/AE Directory	Address Line 1	Address Line 2	City	State	County	Zip	Phone	Email	Woman Owned	Minority Designation
Company Name										
Whelan's Pressure Washing LLC	4027 SW 26TH St		Newberry	FL	Alachua	32669	(352) 345-5416	whelanpressurewashing@gmail.com	Woman Owned	Non-Minority
Freight Express Enterprise LLC	901 NW 8th Ave	819	Gainesville	FL	Alachua	32601	(352) 342-3325	freightexpressfla@gmail.com	Woman Owned Certified	African-American, Certified
IG Health Solutions LLC	13101 SE 26th St		Alachua	FL	Alachua	32617	(352) 468-4255	hanna@ighealth.com	Woman Owned	Non-Minority
Joseph Engineering LLC	1235 NW 10th Ave		Gainesville	FL	Alachua	32601	(352) 245-3334	frederick@josepheng.com	Woman Owned	African-American, Certified
Alko Wood, Inc.	619 S. Main St		Gainesville	FL	Alachua	32601	(352) 375-0661	andrea@alkowood.com	Woman Owned	African-American business, Certified
Studio 16, Inc.	148 University Ave	Unit 206	Gainesville	FL	Alachua	32601	(352) 352-4211	brtney@studio16ide.com	Woman Owned Certified	Hispanic, Certified
Gaines Door and Hardware, Inc.	1305 NW 2nd Street, Suite C		Gainesville	FL	Alachua	32609	(352) 377-6550	awood@gainesdoor.com	Woman Owned	Non-Minority
AK Low Voltage Solutions LLC	9020 SW 94th Terrace		Gainesville	FL	Alachua	32608	(352) 682-0175	erodriguez@aklv.com	Non-Woman Owned	Hispanic, Certified
Low Voltage Waterproofing Systems, Inc.	PO BOX 155591		Gainesville	FL	Alachua	32615	(352) 219-8581	rdaguerre@lowvoltagewaterproofing.com	Non-Woman Owned	Hispanic, Certified
AREA, Inc.	3626 NW 91st Street	Suite B	Gainesville	FL	Alachua	32606	(352) 474-6124	joshua@areainc.com	Non-Woman Owned	African-American business, Certified
AREA, Inc.	3626 NW 91st Street, Suite B		Gainesville	FL	Alachua	32606	(352) 474-6124	dmarney@areainc.com	Non-Woman Owned	African-American business, Certified
Alaia Inc.	1045 NW 85th Drive		Gainesville	FL	Alachua	32606	(352) 317-2555	stanley@alaia.com	Woman Owned	Non-Minority
SK Design and Consulting LLC	4027 Southwest 77th Street		Gainesville	FL	Alachua	32606	(352) 317-2555	stanley@skdesign.com	Woman Owned Certified	African-American, Certified
SoloTee Consulting, Inc.	1545 NE 16th Way		Gainesville	FL	Alachua	32609	(352) 879-0283	mckenzie@solotee.com	Woman Owned Certified	African-American, Certified
Tony's Cleaning Service with Heart LLC	540 Northeast 5th Avenue		Gainesville	FL	Alachua	32601	(352) 316-3120	ablack@tonysclean.com	Woman Owned Certified	Non-Minority
ASR Systems LLC	1406 NW 6th Street	Suite C	Gainesville	FL	Alachua	32601	(352) 258-1337	clark@carpentrysystemsllc.net	Woman Owned	African-American, Certified
Carpent Systems Plus North Florida, Inc.	7215 NW 47th Blvd		Gainesville	FL	Alachua	32607	(352) 312-0377	thomas@carp.com	Woman Owned Certified	African-American, Certified
Logistics	15518 NW 137th Way		Alachua	FL	Alachua	32615	(352) 358-9235	ronald@logistics.com	Woman Owned Certified	Non-Minority
Norfolk Bath Shop, LLC	2601 NW 74th Place		Gainesville	FL	Alachua	32603	(352) 554-5188	phillips@norfolk.com	Non-Woman Owned	Native American, Certified
KARC, Inc.	1811 SW 65th Drive		Gainesville	FL	Alachua	32607	(352) 275-8507	lp@porterbrownassociates.com	Woman Owned Certified	African-American, Certified
Porter Brown Associates, LLC	1515 SW 70th Terrace	UNIT A	Gainesville	FL	Alachua	32607	(352) 464-4344	Roger@porterbrown.com	Non-Woman Owned	Hispanic, Certified
Rison Electric, Inc.	4300 NW 21st Ave		Gainesville	FL	Alachua	32614	(352) 484-8959	dennis@rison.com	Woman Owned Certified	Non-Minority
D.C. of And Florida, Inc.	32 NE 45th St		Gainesville	FL	Alachua	32641	(352) 317-2189	tristandandtransport@gmail.com	Non-Woman Owned	African-American, Certified
Trusted Hands Transportation LLC	6929 W University Ave		Gainesville	FL	Alachua	32607	(352) 563-5554	shaw@thtransport.com	Non-Woman Owned	African-American, Certified
Synergy Design Build and Development Group, Inc.	7921 NE 21st St		Alachua	FL	Alachua	32666	(352) 359-5772	budd@synergy.com	Non-Woman Owned	Non-Minority
Marshall Stark Construction Inc.	2315 SE Hawthorne Rd	Unit 117	Gainesville	FL	Alachua	32601	(352) 641-0245	marshallstark@gmail.com	Non-Woman Owned	Non-Minority
AWARDING GRACE SUPPORT COORDINATION LLC	2335 SW 15th Place	Unit 273	Gainesville	FL	Alachua	32604	(352) 832-6165	andrew@awardingsupport.com	Woman Owned	Hispanic, Certified
Alia Geospatial, Inc.	16673 NW 131st Way		High Springs	FL	Alachua	32643	(352) 221-4533	jacob@alia.com	Non-Woman Owned	Non-Minority
Patriot Rentals & Hauling LLC	625 NW 60th Street	Suite C	Gainesville	FL	Alachua	32607	(352) 333-5134	nichelle@patriotrentals.com	Woman Owned Certified	Non-Minority
Stehin Associates, Inc.	2151 SE Hawthorne Rd	Suite 100C	Gainesville	FL	Alachua	32641	(352) 611-0247	info@stehin.com	Non-Woman Owned	African-American, Certified
Charles Mayes Consulting LLC	225 SW 7TH TER	STE 40	Gainesville	FL	Alachua	32601	(352) 372-9001	cmayes@ccap.com	Non-Woman Owned	Hispanic, Certified
Carney Works LLC dba Carney Painters of Gainesville	942 Turkey Creek		Alachua	FL	Alachua	32615	(352) 993-5549	frank@carney.com	Woman Owned Certified	African-American, Certified
Finances LLC	2112 SW 14th St #211		Gainesville	FL	Alachua	32608	(352) 319-0134	motah@finances.com	Woman Owned Certified	African-American, Certified
Kolias, Inc.	25307 NW 80th Lane		Gainesville	FL	Alachua	32618	(352) 445-9445	modell@kolias.com	Non-Woman Owned	Non-Minority
Alpha Omega Training and Compliance, Inc.	6715 NW 37th Dr		Gainesville	FL	Alachua	32661	(352) 310-9930	abernethy@alphaomega.com	Non-Woman Owned	Hispanic, Certified
reality	6643 SW 21st Ln		Gainesville	FL	Alachua	32607	(352) 332-1549	hmontor@realitysystems.com	Non-Woman Owned	Non-Minority
Aquity Systems, Inc.	3791 NW 40th Ter	Suite B	Gainesville	FL	Alachua	32606	(352) 314-5160	info@aquity.com	Woman Owned Certified	African-American, Certified
Chelene Rene Consulting LLC	4111 NW 15th Blvd	PO Box 357441	Gainesville	FL	Alachua	32605	(352) 448-7920	rene@chelenene.com	Woman Owned	Non-Minority
Progressive Engineering LLC	3106 NE 156th Ave		Gainesville	FL	Alachua	32609	(352) 215-0928	netas@progressive.com	Woman Owned Certified	African-American, Certified
Note A Doc and Financial Services, LLC	3001 SW 2nd Ave Suite 5		Gainesville	FL	Alachua	32607	(352) 870-2034	info@notedoc.com	Non-Woman Owned	Non-Minority
Grocery Solutions	PO Box 1733		Newberry	FL	Alachua	32669	(352) 312-5554	john@grocery.com	Woman Owned Certified	Non-Minority
R.W. LLC	2011 SE 50th St		Gainesville	FL	Alachua	32641	(352) 331-1245	PURPLE@R.W.LLC	Woman Owned	African-American, Certified
PURPLE EMPLOYER, LLC	302 NW 6th Street		Gainesville	FL	Alachua	32601	(352) 377-2165	carl@purpleemployer.com	Woman Owned Certified	Non-Minority
Sun Surgical Supply	1614 NW 55th Place	Building 6	Gainesville	FL	Alachua	32603	(352) 331-4372	karla@sunmedical.com	Non-Woman Owned	Non-Minority
Medical Equipment and Supplies of America	13719 SW 18TH TER		ANDER	FL	Alachua	32618	(352) 231-2105	THOMAS@MEDICALSUPPLYAMERICA.COM	Non-Woman Owned	African-American, Certified
THOMAS AND SONS PUMPS & PIPES LLC	4500 Northwest 21st Avenue	Suite 118	Gainesville	FL	Alachua	32606	(352) 641-4497	thomas@thomas.com	Woman Owned	African-American, Certified
Pure Sealing Solutions, LLC	3616 NW 97th Boulevard		Gainesville	FL	Alachua	32606	(352) 372-0454	mls@puresealing.com	Woman Owned Certified	Non-Minority
Spots and Lament Engineering, LLC	5200 NW 43rd Street	Suite 101-207	Gainesville	FL	Alachua	32606	(352) 226-8444	admin@spotandlament.com	Non-Woman Owned	African-American, Certified
CREATIVE INDUSTRIAL SOLUTIONS	Post Office Box	338774	Gainesville	FL	Alachua	32601	(352) 228-3450	randy@creativeindustrial.com	Non-Woman Owned	African-American, Certified
Kretsch Love & Care LLC	617 NW 20th Avenue		Gainesville	FL	Alachua	32609	(352) 319-1765	info@kretschlove.com	Non-Woman Owned	Non-Minority
Research Facility Solutions LLC	510 W. University Avenue	Edg. 08, Room 116	Gainesville	FL	Alachua	32601	(352) 332-4629	info@rfs.com	Non-Woman Owned	African-American, Certified
Alia Construction Services LLC	15020 NW 147th Dr	Suite 1200 #175	Alachua	FL	Alachua	32615	(352) 642-7774	krishna@aliamaterial.com	Woman Owned Certified	Non-Minority
Environmental Transportation Planning, LLC	2610 NW 24th St		Newberry	FL	Alachua	32609	(352) 372-3541	judym@etp.com	Woman Owned Certified	African-American, Certified
Edwards, James Inc.	2604 NW 43rd Street		Gainesville	FL	Alachua	32605	(352) 372-3541	thomas@edwards.com	Non-Woman Owned	Hispanic, Certified
Sustainable Genus, LLC	1008 NW 34th Ter		Gainesville	FL	Alachua	32605	(352) 374-4338	sustainablegenus.com	Non-Woman Owned	Non-Minority
Forenight Construction Group, Inc.	3317 NW 17TH BLVD		Gainesville	FL	Alachua	32606	(352) 335-6352	jaguar@forenight.com	Non-Woman Owned	Hispanic, Certified
Discount Jacks Inc.	Fazio Road		Manor	FL	Alachua	32657	(352) 374-0564	myd@discountjacks.com	Non-Woman Owned	African-American, Certified
Morningglory Analytics LLC	740 SW 2nd Ave	Suite 193	Gainesville	FL	Alachua	32601	(352) 335-2117	info@morningglory.com	Woman Owned	Hispanic, Certified
BioMed Techs Inc.	5510 SW 41st Blvd, Suite 206		Gainesville	FL	Alachua	32608	(352) 378-4370	admin@biomedtech.com	Non-Woman Owned	Non-Minority
Bagman Scientific Consulting, LLC	2101 NW 13th Ct		Gainesville	FL	Alachua	32601	(352) 809-0811	bagman@sc.com	Woman Owned Certified	Non-Minority
Delish Construction, Inc.	275 NW 137th Dr		Newberry	FL	Alachua	32609	(352) 745-7877	thomas@delishconstruction.com	Non-Woman Owned	Non-Minority
Delish Construction, Inc.	275 NW 137th Dr, Suite A		Alachua	FL	Alachua	32609	(352) 745-7877	thomas@delishconstruction.com	Non-Woman Owned	Non-Minority
Inspire Analysis Solutions LLC	1811 NW 13th St		Gainesville	FL	Alachua	32609	(352) 601-2150	ameer@inspireanalysis.com	Woman Owned Certified	Hispanic, Certified
Infiniti Dream Builders Corp	851 NW 250th Ter	Suite 100	Newberry	FL	Alachua	32669	(352) 727-9714	info@infinitdreambuilders.com	Woman Owned Certified	African-American, Certified
Loss and Found QW LLC	1090 NE 12th Ave		Gainesville	FL	Alachua	32601	(352) 226-1401	lostfound@qw.com	Non-Woman Owned	Non-Minority
Rad Pax Corp.	2311 NE 15th Drive		Alachua	FL	Alachua	32609	(352) 372-4338	radpax@radpax.com	Non-Woman Owned	Non-Minority
Advanced Project Solutions LLC	PO Box 1770		High Springs	FL	Alachua	32665	(352) 400-1755	rebecca@apsc.com	Woman Owned Certified	Non-Minority
SANTAVONI AFFAIRS LLC	11029 NW 21st Ave Suite B		Gainesville	FL	Alachua	32609	(352) 376-3351	LAURA@SANTAVONI.COM	Woman Owned Certified	Non-Minority
Non-Right LLC	6025 MANOR ST		Gainesville	FL	Alachua	32601	(352) 314-6104	info@non-right.com	Non-Woman Owned	Non-Minority
ASD Drive Ready LLC	2323 NW 45th St	Suite 200D	Gainesville	FL	Alachua	32606	(352) 625-3771	chris@asddrive.com	Non-Woman Owned	Non-Minority
D Group Consulting Services, Inc.	3600 Windmadow Blvd	897	Gainesville	FL	Alachua	32608	(352) 859-1425	doreen@dgconsulting.com	Woman Owned Certified	Non-Minority
Rad Wear, Inc.	9219 NW 24th Lane		Gainesville	FL	Alachua	32605	(352) 372-4438	radwear@radwear.com	Woman Owned	Non-Minority
Tasty Sips	17305 SE 32nd		Waldo	FL	Alachua	32644	(352) 245-0917	timberly@tastysips.com	Woman Owned Certified	African-American, Certified
C & S Fire Propt Inc	22717 NW 34TH AVENUE		LAKESIDE	FL	Bradford	32614	(352) 335-1212	cds@csfire.com	Woman Owned	Non-Minority
R&B FENCING, INC	13815 NW 41st Ave		Starke	FL	Bradford	32604	(352) 546-5281	barb@rbbfencing.com	Woman Owned Certified	Non-Minority
Southwest Conservation Services, LLC	1025 W Madison St		Starke	FL	Bradford	32601	(352) 544-0835	joe@conservationservices.com	Non-Woman Owned	Non-Minority
Tell Tile and Carpet, Inc.	PO BOX 40	1111 N. OREORY ST.	Starke	FL	Bradford	32601	(352) 400-6431	rob@telltile.com	Woman Owned Certified	Non-Minority
CLL Auto Enterprise LLC	1754 Lakewood Circle		Middeburg	FL	Alachua	32648	(352) 577-4715	cll@cllauto.com	Non-Woman Owned	Non-Minority
Ocean Movers Inc.	2175 Kingley Ave	Unit 1313	Orange Park	FL	Clay	32073	(352) 269-4430	oceanmovers@gmail.com	Woman Owned Certified	Non-Minority
Master Gene Clean Janitorial Services, Inc.	3299 Roundabout Drive		Orange Park	FL	Clay	32068	(352) 208-1981	mgeneclean@yahoo.com	Non-Woman Owned	African-American, Certified
Charlotte Leslie Lingard Group	4427 Vista Palms		Orange Park	FL	Clay	32065	(352) 165-6114	charlotte@vitalitylab.com	Woman Owned Certified	African-American, Certified
Summit Edge Learning Group LLC	2371 5th Myrtle Ln		Palm Bay	FL	Volusia	32909	(352) 316-3205	laura@summitedge.com	Non-Woman Owned	African-American, Certified
Ricky Plumbing, LLC	1793 Margate Way Road		Palm Bay	FL	Volusia	32909	(352) 663-2147	rick@rickplumbing.com	Non-Woman Owned	Hispanic, Certified
INTERTEK LLC	1527 Peters Creek Rd		Green Cove Springs	FL	Clay	32043	(352) 548-8554	agrees@intertek.com	Non-Woman Owned	Non-Minority
Palcos Services	2797 Farmers Rd		Middeburg	FL	Clay	32648	(352) 233-7812	tim@palcos.com	Woman Owned Certified	Hispanic, Certified
Healthcare Extracorporeal, LLC	1533 Kingley Ave	Suite 109	Middeburg	FL	Clay	32648	(352) 644-7531	gibson@healthcare.com	Woman Owned Certified	African-American, Certified
Clay Solar Installation Partners	4422 Seashell Crane Terrace		Middeburg	FL	Clay	32648	(352) 716-4465	karen@claysolar.com	Woman Owned	Non-Minority
Frighi History	658 Glenlake Lane		ORANGE PARK	FL	Clay	32065	(352) 335-9395	upward@frighi.net	Non-Woman Owned	Non-Minority
Walker Walker Consulting, LLC	400 Clinton Drive		Orange Park	FL	Clay	32073	(352) 331-7197	hollywalker@wwc.com	Woman Owned Certified	African-American, Certified
Dynamic Corporate Solutions, Inc.	4219 Highway 17	Suite 204	Orange Park	FL	Clay	32068	(352) 278-5313	gibson@dynamic.com	Woman Owned	Non-Minority
Pulmonary and Sleep Medicine of Clay, LLC	400 College Ave	Unit 1112	Middeburg	FL	Clay	32648	(352) 345-0925	maggie.hovda@gmail.com	Woman Owned Certified	Non-Minority
Networking Ministries LLC	3000 Applebrook Blvd Unit 4		Middeburg	FL	Clay	32648	(352) 656-9771	ed@networkingministries.com	Non-Woman Owned	African-American, Certified
99.99% Data Commercial Cleaning LLC	3524 Pebble Brooke Cir		Orange Park	FL	Clay	32065	(352) 435-2141	communitycleaning1@yahoo.com	Woman Owned Certified	African-American, Certified
Laid Consulting, LLC	2075 County Road 2008		Green Cove Springs	FL	Clay	32043	(352) 770-9262	phila@laid.com	Non-Woman Owned	Non-Minority
The Laid Group, LLC	1974 Colonial Dr		Green Cove Springs	FL	Clay	32043	(352) 770-9262	phila@laid.com	Non-Woman Owned	Non-Minority
LaPorte & Associates Florida, Inc.	235 Kingley Ave	Suite A, #1000	Orange Park	FL	Clay	32073	(352) 408-0955	andrea@laporteassociates.com	Woman Owned Certified	African-American, Certified
Demps Consulting Solutions LLC	4281 E. Fordland		Middeburg	FL	Clay	32648	(352) 616-9155	info@demps.com	Non-Woman Owned	Non-Minority
ASB/US/Inc	1704 Seelye Hollow Loop		Middeburg	FL	Clay	32648	(352) 218-7111	min@asb-us.com	Non-Woman Owned	Non-Minority
Minimam Amory LLC	3113 Chestnut Ridge Way		Orange Park	FL	Clay	32065	(352) 871-2100	stefanie@amory.com	Woman Owned Certified	African-American, Certified
Innovation Medical Staffing and Workforce Solutions	4110 Chestnut Ridge		Orange Park	FL	Clay	32065	(352) 871-2100	stefanie@amory.com	Woman Owned	Non-Minority
Northern Contracting, Inc.	3205 Summit Oaks Dr		Green Cove Springs	FL	Clay	32043	(352) 221-6713	Tim@northern.com	Non-Woman Owned	Non-Minority
National Transportation Management Group, LLC	165 Wells Road	Suite 334	Orange Park	FL	Clay	32073	(352) 720-4060	info@nmtg.com	Woman Owned Certified	Non-Minority
Emery Mine Psychological Group LLC	PO Box 19		Orange Park	FL	Clay	32050	(352) 200-5541	knred@emerypsych.com	Woman Owned	African-American, Certified
Lorence Consulting LLC	1431 Sandy Oak Dr		Middeburg	FL	Clay	32648	(352) 422-3317	lor@lorence.com	Non-Woman Owned	Non-Minority
Ever City Monitors, LLC	2161 E. Grand Blvd		Middeburg	FL	Clay	32648	(352) 414-8506	mry@evercity.com	Woman Owned Certified	African-American business, Certified
Premier American Construction	417 Sunstone Court		Orange Park	FL	Clay	32065	(352) 418-9978	michelle@premieramerican.com	Woman Owned Certified	African-American, Certified
Johna Esser's and More	2065 Homers Trace Circle		Middeburg	FL	Clay	32648	(352) 516			

Future Studios, LLC	155 NE Laguna Dr	Lake City	FL	Columbia	32055 (313) 456-5557	henryche12@yahoo.com	Non-Woman Owned	African American, Certified
Metal Masters of Florida Inc.	PO Box 1555	Lake City	FL	Columbia	32256 (313) 755-0790	metalmastersofusa@gmail.com	Non-Woman Owned	Hispanic, Certified
Olivia of Hope Therapy LLC	200 S Marion Ave.	Lake City	FL	Columbia	32025 (813) 269-8200	josey@ochotherapy.com	Woman-Owned Certified	Non-Minority
Coates LLC	1467 SW Indian Glen	Lake City	FL	Columbia	32025 (904) 544-9316	shayco@coates.com	Woman-Owned Certified	Non-Minority
Cal Tech Testing, Inc.	PO Box 1625	Lake City	FL	Columbia	32056 (313) 755-3333	caltech@caltechtesting.com	Woman-Owned Certified	Non-Minority
So-Phen Brothers Landscaping, LLC	7945 SE CR 137	Trenton	FL	Gilchrist	32653 (313) 356-1330	so-phenbrotherslandscaping@gmail.com	Woman-Owned Certified	Non-Minority
TOR Services, LLC	PO Box 166	Trenton	FL	Gilchrist	32653 (313) 356-1336	tor@tor-services.com	Woman-Owned Certified	Non-Minority
G.O.D. Metal Building Services Inc	2191 NE 200th Ter	Wilton	FL	Levy	32656 (313) 260-5016	wilburcruz17@gmail.com	Non-Woman Owned	African American, Certified
J.W. LLC	9290 NE 116th Terrace	Wilton	FL	Levy	32611 (407) 231-6968	jordanw7@hotmail.com	Woman-Owned Certified	Non-Minority
AAK Technology	283 NE 202 Terrace	Wilton	FL	Levy	32656 (313) 216-5312	hanna@aaaktech.com	Non-Woman Owned	African American, Certified
AR Elite Studio LLC	557 NW 2nd Ave	Wilton	FL	Levy	32656 (313) 315-1543	ar@ar-elite.com	Woman-Owned Certified	Hispanic, Certified
R.P. Creations, Inc.	63 Mary Street	Ingia	FL	Levy	34449 (354) 415-4540	rpcreationsinc@gmail.com	Woman-Owned Certified	Non-Minority
Union Development, LLC	20090 NE 30th Street	Wilton	FL	Levy	32656 (313) 683-7937	UNIONDEV21@GMAIL.COM	Woman-Owned Certified	African American, Certified
Brill Day Fire & Land Management Inc	7070 SE 175th Ave	Monticello	FL	Levy	32656 (313) 216-5312	carlos@brillday.com	Non-Woman Owned	Hispanic, Certified
Down Home Ice LLC	7111 NW 161st FL	Trenton	FL	Levy	32653 (313) 549-3252	holacorey814@gmail.com	Non-Woman Owned	Non-Minority
Protest Lawn & Pest Control, LLC	2459 Linkwood Ave	Clermont	FL	Levy	34711 (407) 221-0593	hlh@protest.com	Non-Woman Owned	Non-Minority
Hyper Book Inc	1616 SE 116th PLACE ROAD	Ocala	FL	Marion	34483 (313) 344-1105	hyperbookinc@gmail.com	Woman-Owned Certified	Non-Minority
A. M. GAUCET & ASSOCIATES INC.	PO Box 4027	Estesview	FL	Marion	34411 (313) 216-2706	gaucet@gaucet.com	Non-Woman Owned	Asian American business, Certified
Mid Florida Logistics, Inc.	16455 SW 16th Ave	Ocala	FL	Marion	34473 (313) 315-1050	mfllog@aol.com	Non-Woman Owned	Hispanic, Certified
R&C Construction & Sitemap LLC	15130 NE 21th Court	Fort Mc Coy	FL	Marion	32134 (313) 685-6136	erandi.vols17@yahoo.com	Woman-Owned Certified	Non-Minority
Command Corp	10112 NE 21st Ct	Anthony	FL	Marion	34471 (772) 450-6177	dave@cmd.com	Non-Woman Owned	Non-Minority
Jet Medical Center, LLC	2002 SE 25th Loop	Ocala	FL	Marion	34471 (313) 220-4428	marlynn@jetmedical.com	Non-Woman Owned	Asian American business, Certified
Alacaz Consulting and Consulting, LLC	1515 E Silver Springs Blvd	Ocala	FL	Marion	34470 (313) 411-9922	alacaz@alacaz.com	Woman-Owned Certified	African American, Certified
Freese Land Surveying, Inc.	2201 S.E. 30th Avenue	Ocala	FL	Marion	34471 (313) 351-0091	glenn@freese.com	Non-Woman Owned	Non-Minority
Wisdom's Business Enterprise, LLC	22872 Highway 441 N, Suite 101	Mcintyre	FL	Marion	32657 (313) 813-5515	info@wisdombusiness.com	Non-Woman Owned	African American, Certified
ELLE EMBROIDERIE FINANCIAL SERVICES LLC	478 E SE 16th Street	Ocala	FL	Marion	34471 (313) 351-0113	elleembroiderie@gmail.com	Non-Woman Owned	Non-Minority
AM/AS Health Care & Comfort LLC	2101 SE 10th Ct	Ocala	FL	Marion	34471 (313) 215-1430	am@healthcare.com	Non-Woman Owned	African American, Certified
R&K & ASSOCIATES, LLC	10620 SW 63TH TERRACE	Ocala	FL	Marion	34476 (313) 208-5311	rayzgen@rkcfl.com	Woman-Owned Certified	Non-Minority
Native Construction Group	P.O. Box 5150	Ocala	FL	Marion	34478 (313) 351-1531	alan@nativeconstructiongroup.org	Non-Woman Owned	Asian American business, Certified
Noble Precision Technologies	2742 SE 57th place	Ocala	FL	Marion	34472 (313) 314-0426	info@nobleprecisiontechnologies.com	Non-Woman Owned	Non-Minority
Elend Proms, LLC	1547 SW 27th Ave	Ocala	FL	Marion	34471 (313) 237-6141	josh@elendproms.com	Non-Woman Owned	Non-Minority
GWP Construction Inc	4269 North West 46th Avenue	Ocala	FL	Marion	34482 (313) 351-2412	gwp@construction.com	Woman-Owned Certified	Non-Minority
GWP Construction, Inc.	4269 NW 46th Ave Suite A	Ocala	FL	Marion	34482 (313) 351-2412	info@construction.com	Woman-Owned Certified	Non-Minority
OS Contracting LLC	5351 South Fire Avenue	Ocala	FL	Marion	34450 (313) 216-7279	os@contracting.com	Non-Woman Owned	Asian American business, Certified
Maya International Group Corp.	694 Marion Oaks Trail	Ocala	FL	Marion	34473 (354) 675-2652	mayaj@mayaj.com	Non-Woman Owned	Hispanic, Certified
Pelom Consulting LLC	5970 SE 1st Ave	Ocala	FL	Marion	34483 (313) 216-4311	pelomconsultingllc@yahoo.com	Non-Woman Owned	Non-Minority
Water to Develop Solutions	5311 SE Marion Rd	Ocala	FL	Marion	34472 (313) 454-3171	info@waterdevelopsolutions.com	Non-Woman Owned	Non-Minority
Accurate Background Check, Inc.	5135 Fire Ave	Ocala	FL	Marion	34471 (313) 291-1155	info@accuratebackgroundcheck.com	Woman-Owned Certified	Hispanic, Certified
Inst. for Accelerated RN Success, Inc.	725 Silver Springs Blvd	Ocala	FL	Marion	34473 (313) 229-8511	tracy@instforaccelerated.com	Woman-Owned Certified	African American, Certified
Justus Love LLC	48 Juniper Loop Ct	Ocala	FL	Marion	34483 (313) 207-4311	mihaela@justuslove.com	Woman-Owned Certified	African American, Certified
AFRO OFFICE PRODUCTS, INC./RENTALS	1568 SW 10th Street	Ocala	FL	Marion	34471 (320) 227-1553	afro@afroproducts.com	Woman-Owned Certified	Hispanic, Certified
Coconaso Area LLC	5311 SE Marion Rd	Ocala	FL	Marion	34472 (414) 337-0567	harp001@proton.me	Non-Woman Owned	African American, Certified
East coast Industrial resources	2530 NE 46th Ln	Ocala	FL	Marion	34479 (306) 359-0139	michael.julian065@gmail.com	Non-Woman Owned	Non-Minority
R. O. U. ENTERPRISE, INC.	12230 SE 104TH CT	EBELVIEW	FL	Marion	34420 (313) 304-1543	robert@enterprise.com	Non-Woman Owned	Hispanic, Certified
Architectural Studio, Inc.	1818 E. Fort King Rd	Ocala	FL	Marion	34471 (313) 620-0944	studio@architecturalstudio.com	Non-Woman Owned	Hispanic, Certified
Affa Zita Professional Inc	17835 SE 10th Ct	Summerfield	FL	Marion	34491 (772) 425-1975	affazita@aol.com	Woman-Owned Certified	Non-Minority
Florida Drone Company LLC	8120 SE 12th Ct	Ocala	FL	Marion	34483 (313) 758-1512	floridadronecompany@gmail.com	Non-Woman Owned	Non-Minority
Raquel's Notary Services, LLC	2123 NW 2ND ST	Ocala	FL	Marion	34475 (313) 312-4335	raquel@notaryservices.com	Woman-Owned Certified	African American, Certified
R.N.O. Office Furniture Warehouse, Inc.	563 NE Osceola Avenue	Ocala	FL	Marion	34470 (313) 624-3370	harry@rno.com	Non-Woman Owned	Non-Minority
Drywall Repair and Repairs LLC	678 NW 146th FL Rd	Ocala	FL	Marion	34473 (313) 817-3094	drywallrepair@gmail.com	Non-Woman Owned	Non-Minority
Devil's Place LLC	5415 NW 3rd St	Ocala	FL	Marion	34482 (313) 234-4187	devilsplace@outlook.com	Woman-Owned Certified	African American, Certified
J.P.TECH, LLC	11264 NW 11th Street Rd	Mcintyre	FL	Marion	32657 (313) 215-7830	info@jptech.com	Non-Woman Owned	African American, Certified
Promo Daily LLC	6165 SW Hwy 200	Ocala	FL	Marion	34476 (313) 350-3241	info@promodaily.com	Non-Woman Owned	Non-Minority
Paper Trade LLC DBA Panther Print Solutions	2501 S.W. 57th Ave, Unit 505	Ocala	FL	Marion	34474 (313) 712-0001	info@papertrade.com	Non-Woman Owned	Asian American business, Certified
EPD Professional Restoration Services, Inc.	217 SE 1st Ave	Ocala	FL	Marion	34471 (313) 722-3031	epd@epdrestoration.com	Non-Woman Owned	African American, Certified
Florida Kitchen Services LLC	895 SW 80th Ave	Ocala	FL	Marion	34481 (320) 619-4760	michael@floridakitchenservices.com	Non-Woman Owned	Non-Minority
Hydrodynamic Solutions	2945 NE 3rd St	Ocala	FL	Marion	34470 (313) 419-6435	info@hydrodynamic.com	Non-Woman Owned	Non-Minority
INTERNATIONAL EMERGENCY RESILIENCE FOUNDATION INC	2040 NE 12th Fl	Ocala	FL	Marion	34470 (354) 293-5556	info@international-emergency-resilience.com	Non-Woman Owned	Non-Minority
Grace and Harmony INC.	4709 SE 102ND PLACE	EBELVIEW	FL	Marion	34420 (313) 630-5526	graceandharmony.com	Woman-Owned Certified	African American, Certified
M&O Trucking and Equipment, Inc.	PO Box 127	Lowell	FL	Marion	32653 (313) 256-6418	mkanal@mo.com	Woman-Owned Certified	Hispanic, Certified
Exterge Engineering & Associates LLC	6815 SE 135th St	Summerfield	FL	Marion	34491 (313) 310-5974	info@exterge.com	Woman-Owned Certified	Non-Minority
Attention to Detail Executive Cleaning Services LLC	3565 SW 57th Ct	Ocala	FL	Marion	34474 (313) 484-4744	attentiontodetail.com	Non-Woman Owned	Hispanic, Certified
Chia Advisory Group, LLC	5181 SE 135th Ct	Summerfield	FL	Marion	34491 (313) 832-0134	info@chiaadvisory.com	Non-Woman Owned	Non-Minority
Digital Capital SVB LLC	821 NE 36th Ter	Ocala	FL	Marion	34470 (341) 800-8793	ben@digitalcapital.com	Non-Woman Owned	Asian American business, Certified
Orion Energy Solutions LLC	153 Elizabeth Street	Irish Haven	FL	Putnam	32148 (850) 211-4614	info@orionenergysolutions.com	Non-Woman Owned	Non-Minority
JPJ Lawn Care LLC	113 Dorsey Rd	Falaska	FL	Putnam	32177 (313) 222-9334	info@jpjlawn.com	Woman-Owned Certified	Non-Minority
Solomon Property Solutions LLC	354 Palmetto Blvd	Falaska	FL	Putnam	32177 (904) 599-6579	solomonpropertysolutions.com	Woman-Owned Certified	Non-Minority
68 Trucking LLC	1007 Napoleon St	Falaska	FL	Putnam	32178 (904) 316-3732	68trucking200@gmail.com	Non-Woman Owned	African American, Non-Certified
PRESCOTT Lawn Service	127 Eland Rd	East Palatka	FL	Putnam	32131 (313) 356-1511	elton@prescottlawn.com	Non-Woman Owned	Non-Minority
Quezon Enterprises, LLC	PO Box 390	Orange Springs	FL	Putnam	32132 (313) 551-7325	office@quezon.com	Woman-Owned Certified	Non-Minority
JOEY ANDERSON MUSIC, LLC	184 Mare Ct	Falaska	FL	Putnam	32177 (509) 993-5435	andersonj2014@gmail.com	Non-Woman Owned	Non-Minority
Terrain Work LLC	178 Clear Lake Rd	Crescent City	FL	Putnam	32112 (704) 304-8556	terrainwork@gmail.com	Non-Woman Owned	Non-Minority
Dumpling & Hui Jing GAI TRANSPORT LLC	113 Crestwood Ave	Falaska	FL	Putnam	32177 (904) 377-1757	gajinhui31@gmail.com	Non-Woman Owned	African American, Certified
J.W. Electric INC.	121 Redbud Drive	Irish Haven	FL	Putnam	32148 (813) 583-5548	jw@jwelectric.com	Non-Woman Owned	Hispanic, Certified
Real Estate Disposition Management	811 Laurel St	Falaska	FL	Putnam	32177 (817) 901-9418	mcreator@hotmail.com	Non-Woman Owned	Non-Minority
Crawford Contracting Unlimited Hauling & Supplies Services	7900 Green Point Rd	McAlister	FL	Putnam	32666 (202) 522-7727	crawford393@gmail.com	Non-Woman Owned	Native American, Certified
T.H. Construction, LLC	493 SW 3rd Ave	Lake Butler	FL	Union	32054 (313) 612-4155	th@thconstruction.com	Woman-Owned Certified	Non-Minority
Two B. Wife Enterprises Inc.	6603 Queens Avenue South	Richland	MS	Union	55423-2037 (313) 432-0057	larry@twobwife.com	Non-Woman Owned	Native American, Certified

**ACCESS TO RECORDS AND RECORDS RETENTION
(CERTIFICATION SUBMITTAL SEVEN)**

By signing below the Proposer/Bidder is stating that they fully understand the Access to Records and Records Retention requirements for the project and if awarded the Proposer/Bidder/Vendor will ensure compliance with the requirements and as required in ITB #2025-02 and as outlined below:

RFB

ACCESS TO RECORDS

1. The City, FloridaCommerce, 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, the U.S. Department of Housing and Urban Development, the Comptroller General of the United States, and any of their duly authorized representatives, shall have access to any books, documents, papers, and records, including electronic storage media, of the Proposer/Bidder/Vendor, which are directly pertinent to this contract for the purpose of audit, examination, making excerpts, and transcriptions as they may relate to this Agreement.
2. **PUBLIC RECORDS ACCESS:**
 - a. The Proposer/Bidder/Vendor shall comply with Florida Public Records law under Chapter 119, F.S. Records made or received in conjunction with this Agreement are public records under Florida law, as defined in Section 119.011(12), F.S.
 - b. The Proposer/Bidder/Vendor shall keep and maintain public records required to perform the services under this Agreement.
 - c. This Agreement may be unilaterally canceled by the City for refusal by the Proposer/Bidder/Vendor to either provide public records to the City upon request, or to allow inspection and copying of all public records made or received by the Proposer/Bidder/Vendor in conjunction with this Agreement and subject to disclosure under Chapter 119, F.S., and Section 24(a), Article I, Florida Constitution.
 - d. If the Proposer/Bidder/Vendor meets the definition of "contractor" found in Section 119.0701(1)(a), F.S.; [i.e., an individual, partnership, corporation, or business entity that enters into a contract for services with a public agency and is acting on behalf of the public agency], then the following requirements apply:
 - i. Pursuant to Section 119.0701, F.S., a request to inspect or copy public records relating to this Agreement for services must be made directly to the City. If the City does not possess the requested records, the City shall immediately notify the Proposer/Bidder/Vendor of the request, and the Proposer/Bidder/Vendor must provide the records to the City or allow the records to be inspected or copied within a reasonable time. If the Proposer/Bidder/Vendor fails to provide the public records to the City within a reasonable time, the Proposer/Bidder/Vendor may be subject to penalties under s. 119.10, F.S.
 - ii. Upon request from the City's custodian of public records, the Proposer/Bidder/Vendor shall provide the City 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.
 - iii. The Proposer/Bidder/Vendor shall identify and ensure that all 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 Agreement term and following completion of the Agreement if the Proposer/Bidder/Vendor does not transfer the records to the City.

- iv. Upon completion of the Agreement, the Proposer/Bidder/Vendor shall transfer, at no cost to City, all public records in possession of the Proposer/Bidder/Vendor or keep and maintain public records required by the City to perform the services under this Agreement. If the Proposer/Bidder/Vendor transfers all public records to the City upon completion of the Agreement, the Proposer/Bidder/Vendor shall destroy any duplicate public records that are exempt or confidential and exempt from public disclosure requirements. If the Proposer/Bidder/Vendor keeps and maintains public records upon completion of the Agreement, the Proposer/Bidder/Vendor shall meet all applicable requirements for retaining public records. All records that are stored electronically must be provided to City, upon request from the City's custodian of public records, in a format that is accessible by and compatible with the information technology systems of City.
- e. If the Proposer/Bidder/Vendor has questions regarding the application of Chapter 119, Florida Statutes, to the Proposer/Bidder/Vendor's duty to provide public records relating to this agreement, contact the City's custodian of public records by telephone at (386) 418-6100, by email at le_williams@cityofalachua.com.

RETENTION OF RECORDS

1. The Proposer/Bidder/Vendor shall retain all records relating to this contract for six (6) years after the City makes final payment and all other pending matters are closed.
2. If any litigation, claim, or audit is started before the six-year period expires, and extends beyond the six-year period, the records shall be retained until all litigation, claims, or audit findings involving the records have been resolved.


Proposer/Bidder (signature)

10-20-2025
Date

Virginia H. Johns, VP
Name of Authorized Representative

John C Hipp Construction Equip Co.
Company Name

E-VERIFY RESPONSIBILITY
(CERTIFICATION SUBMITTAL EIGHT)

By signing below the Proposer/Bidder/Vendor states that they fully understand the E-Verify requirements outlined in (Section 448.095 Florida Statute and under Executive Order 11-116) and for the project and if awarded the Proposer/Bidder will provide all E-Verify documentation as required in ITB #2025-02
RFB

As a condition precedent to entering into an Agreement, and in compliance with Section 448.095, Fla. Stat., the Proposer/Bidder/Vendor, and its subcontractors, shall register with and use the E-Verify system to verify work authorization status of all employees hired after January 1, 2021.

a. The Proposer/Bidder/Vendor shall provide the City and require each of its subcontractors to provide the Proposer/Bidder/Vendor, with an affidavit (Exhibit B) stating that the subcontractor does not employ, contract with, or subcontract with an unauthorized alien. The Proposer/Bidder/Vendor shall maintain a copy of the subcontractor's affidavit as part of and pursuant to the records retention requirements of its Agreement with the City.

b. The City, Proposer/Bidder/Vendor, or any subcontractor who has a good faith belief that a person or entity with which it is contracting has knowingly violated Section 448.09(1), Fla. Stat. or the provisions of this section shall terminate the contract with the person or entity.

c. The City, upon good faith belief that a subcontractor knowingly violated the provisions of this section, but the Proposer/Bidder/Vendor otherwise complied, shall promptly notify the Proposer/Bidder/Vendor and the Proposer/Bidder/Vendor shall immediately terminate the contract with the subcontractor.

d. A contract terminated under the provisions of this section is not a breach of contract and may not be considered such. Any contract termination under the provisions of this section may be challenged pursuant to Section 448.095(2)(d), Fla. Stat. the Proposer/Bidder/Vendor acknowledges that upon termination of this Agreement by the City for a violation of this section by Proposer/Bidder/Vendor, the Proposer/Bidder/Vendor Administrator may not be awarded a public contract for at least one (1) year. The Proposer/Bidder/Vendor further acknowledges that they are liable for any additional costs incurred by the City as a result of termination of any contract for a violation of this section.

e. Subcontracts. The Proposer/Bidder/Vendor or subcontractor shall insert in any subcontracts the clauses set forth in this section, including this subsection, requiring the subcontractors to include these clauses in any lower tier subcontracts. The Proposer/Bidder/Vendor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in this section.



Proposer/Bidder (signature)

10 - 20 - 2025

Date

Virginia H Johns, VP

Name of Authorized Representative

John C Hipp Construction Equip Co.

Company Name

**DOMESTIC PREFERENCE
(CERTIFICATION SUBMITTAL NINE)**

By signing below the Proposer/Bidder is stating that they fully understand the Domestic Preference requirements as outlined in 2 CFR 200.322(a) for the project and if awarded the Proposal/Bid will ensure compliance with the regulation and as required in the regulation and ITB # 2025-02
RFB

The City, as appropriate and to the extent consistent with law, shall, to the greatest extent practicable under its Federal awards, require 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 City shall include these requirements in all subawards including all contracts and purchase orders for work or products under its Federal awards. These provisions shall primarily be applicable to procurements of construction bidding, construction contracting and construction work. Secondly, these provisions shall set standards for grant administration and project engineering firms to ensure the incorporation of these requirements in projects documents and oversight of the construction contractor to ensure compliance with the Domestic Preference requirements.

Construction Procurements and Awards

Procurements for Federally funded construction services shall include a requirement that the bidder and selected construction contractor agree to execute a contract including the Domestic Preference provisions and additionally require that said contractor adhere to the Domestic Preference provisions outlined in the construction bidding specifications and contract provisions incorporating the requirements of 2 CFR 200.322(a).

Project Engineering Procurements and Awards

Procurements for Federally funded engineering services shall include a requirement that the Proposer/Bidder and selected engineering firm incorporate Domestic Preference provisions in construction bidding specifications and contract specifications and shall also include a requirement that the engineering firm provide oversight to ensure the construction contractor adheres to the Domestic Preference requirements during implementation of the construction work.

Grant Administration Procurements and Awards

Procurements for Federally funded grant administration services shall include a requirement that the Proposer/Bidder and selected firm provide oversight of construction specifications and implementation of construction work to ensure the inclusion of the Domestic Preference requirements are adhered to.



Proposer/Bidder (signature)

10-20-2025

Date

Virginia H. Johns, VP

Name of Authorized Representative

John C Hipp Construction Equip Co.

Company Name

**SAM.GOV REGISTRATION - DEBARMENT AND SUSPENSION
(CERTIFICATION SUBMITTAL TEN)**

By signing below the Proposer/Bidder states that they fully understand the requirement that they must be registered with the System for Award Management (SAM.GOV). The Proposer/Bidder additionally understands and acknowledges they are ineligible for contracting under this ITB #2025-02 if their names, and or parties are listed as debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority.

Additionally, the Proposer/Bidder understands they may be precluded from award of contracting under this RFB ITB #2025-02 if they deemed by the evaluation committee to not be a responsible vendor based on their work history, references, other problems, such as completing projects in a timely manner or failures to implement their work on past projects as outlined in those scopes of work for such projects.



Proposer/Bidder (signature)

10-20-2025

Date

Virginia H. Johns, VP

Name of Authorized Representative

John C. Hipp Construction Equip Co.

Company Name

CONFLICTS OF INTEREST
(CERTIFICATION SUBMITTAL ELEVEN)

By signing below the Proposer/Bidder states that they fully understand the requirements, as outlined in 2 CFR 200.319(b) that prohibits contractors that develop or draft specifications, requirements, statements of work, or invitations for bids or requests for Proposal/Bids must be excluded from competing for such procurements. If the Proposer/Bidder developed or drafted specifications, requirements, statements of work, or invitations for bids or requests for Proposal/Bids for the work outlined in this ITB #2025-02, RFB, the Proposer/Bidder may not be considered for work under this ITB.

The Proposer/Bidder hereby attests and certifies that they did not participate in the development or drafting of this ITB.

The Proposer/Bidder understands and is committed to declaring any real or perceived conflicts of interest to the City

The Proposer/Bidder understands that in the event of a conflict of interest, either actual or perceived the City staff and/or members of the:

- Publicly declare the conflict,
- Abstain from any participation in the said procurement(s), including drafting ITB, Proposal/Bid evaluation, ranking, voting on, or awarding, and
- Member of the City Commission shall complete Form 8B.



Proposer/Bidder (signature)

10-20-2025

Date

Virginia H Johns, VP

Name of Authorized Representative

John C Hipp Construction Equip Co

Company Name

SECTION 3 REQUIREMENTS (CERTIFICATION SUBMITTALS TWELVE)

By signing below the Proposer/Bidder is stating that they fully understand the Section 3 requirements as outlined in 24 CFR 75 and required under the project served by ITB # 2025-02 ^{RFB}. If awarded, the Proposer/Bidder will ensure compliance with the regulation, and will complete and provide required certifications and reports (see pages following) and maintain and provide documentation of the same to the City, as required. The Proposer/Bidder will additionally ensure that its sub-contractors provide the required certifications and reports (see pages following) and maintain and provide documentation as requested and required.

Under CDBG Subrecipient Agreements executed between the City and FloridaCommerce (previously DEO) on or before November 30, 2020, Section 3 requirements are applicable to all Vendors, including construction, grant administration and project engineering. Under CDBG Subrecipient Agreements executed between the City and FloridaCommerce (previously DEO) after November 3, 2020, the Section 3 requirements apply only to construction procurements and contracts.

The Proposer/Bidder understands, under both of the above period scenarios, that if awarded a contract for engineering/architectural services under this ITB # 2025-02 ^{RFB}, they will be responsible as outlined above and will additionally be required to ensure that specifications, contracts, and certifications for the procurement of and contracting with construction contractors includes and complies with the required Section 3 requirements. The Proposer/Bidder shall additionally include the following Section 3 clause in each construction contract over \$100,000.00 and will also include language in each construction specifications and contract requiring the Prime Construction Contractor to include Section 3 requirements and the Section 3 clause in its subcontracts, if applicable.

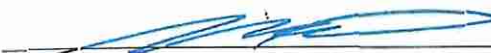
SECTION 3 CLAUSE

All Section 3 covered contracts and subcontracts must include the following clause:

- I. The work to be performed under this contract is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 USC.1701u (Section 3). The purpose of Section 3 is to ensure that employment and other economic opportunities generated by HUD assistance, or HUD-assisted projects covered by Section 3, shall to the greatest extent feasible be directed to low and very low-income persons, particularly persons who are recipients of HUD assistance for housing.
- II. The parties to this contract agree to comply with HUD's regulations in 24 CFR part 75, 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 75 regulations.
- III. 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; the name and location of the person(s) taking applications for each of the positions; and the anticipated date the work shall begin.

- IV. The contractor agrees to include this Section 3 Clause in every subcontract subject to compliance with regulations in 24 CFR part 75, and agrees to take appropriate actions, 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 75. 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 75.
- V. 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 75 require employment opportunities to be directed, were not filled to circumvent the contractor's obligations under 24 CFR part 75.
- VI. Noncompliance with HUD's regulations in 24 CFR part 75 may result in sanctions, termination of this contract for default, and debarment or suspension from future HUD assisted contracts.
- VII. With respect to work performed in connection with Section 3 covered Indian housing assistance, section 7(b) of the Indian Self-Determination and Education Assistance Act (25 USC 450e) also applies to the work to be performed under this contract. Section 7(b) requires that to the greatest extent feasible (i) preference and opportunities for training and employment shall be given to Indians and (ii) preference in the award of contracts and subcontracts shall be given to Indian organizations and Indian-owned Economic Enterprises. Parties to this contract that are subject to the provisions of Section 3 and section 7(b) agree to comply with Section 3 to the maximum extent feasible, but not in derogation of compliance with section 7(b).


Proposer/Bidder (signature)

10-20-2025
Date

Virginia H Johns, VP
Name of Authorized Representative

John C Hipp Construction Equip Co.
Company Name

PRIME CONTRACTOR CERTIFICATION REGARDING SECTION 3 COMPLIANCE

Project Name: CDBG Economic Development NW 115th Ave Extension Project

CDBG Contract Number: 25DB-E03

Prime Contractor Name: John C Hipp Construction Equip Co. Phone: 386 462 2047

Authorized Representative: Virginia H Johns, VP Email: estimating@jehipp.com

I, Virginia H Johns, having authority to make certain contractual certifications for John C Hipp Const Equip. Co. (hereby known as "our firm", do hereby certify that our firm will comply with the Section 3 requirements and will follow the required prioritization of efforts for Section 3 workers, Targeted Section 3 workers, and Section 3 business concerns as outlined below. As a contractor submitting bids or Proposal/Bids to the City, under this Federally funded project, we understand that our firm is required to certify that they will comply with the requirements of Section 3.

We certify, that under this contract, our firm will make best efforts toward Section 3 goals by prioritizing our efforts to meet or exceed the following established Section 3 safe harbor benchmark goals:

- 1) Twenty-five (25) percent or more of the total number of labor hours worked by all workers on a Section 3 project are Section 3 workers;
Section 3 Labor Hours/Total Labor Hours = 25%

And

- 2) Five (5) percent or more of the total number of labor hours worked by all workers on a Section 3 project are Targeted Section 3 workers, as defined at 24 CFR Part 75.21.
Targeted Section 3 Labor Hours/Total Labor Hours = 5%

We acknowledge and certify that it is our firm's responsibility to implement efforts to achieve Section 3 compliance under this contract. Additionally, we acknowledge that if our firm does not meet the Section 3 benchmarks, it is our responsibility to demonstrate why meeting the benchmarks was not feasible.

Furthermore, we acknowledge and certify that should our firm not meet the safe harbor requirements during this contractual period, our firm will provide evidence that we have made qualitative efforts, including, but not limited to the outreach measures outlined within the City's Section 3 Policy, toward providing assistance to low and very low-income persons with employment and training opportunities.

We are completing this certification prior to the commencement of work on the project. We certify our firm after completion of the project, on the Section 3 Cumulative Report, contractors and subcontractors will be required to certify that they followed the prioritization of effort requirements.

EMPLOYMENT AND TRAINING

Under the City's Section 3 Program, our firm shall make best efforts to provide employment and training opportunities to Section 3 workers in the priority order listed below:

Provide employment and training opportunities to Section 3 workers within the metropolitan area (or nonmetropolitan county) in which the project is located in the priority order listed below:

- 1) Section 3 workers residing within the service area or the neighborhood of the project, and
- 2) Participants in YouthBuild programs.

Additionally, we certify that our firm will and has made best efforts to follow the prioritization of effort requirements prior to the beginning work and after work is completed.

CONTRACTING

Under the City's Section 3 Program, our firm understands that our firm must make best efforts to awarding subcontracts to business concerns that provide economic opportunities to Section 3 workers in the following order or priority:

- 1) Business concerns that provide economic opportunities to Section 3 workers residing within the metropolitan area (or nonmetropolitan county) in which assistance is located in the following order of priority (where feasible):
 - a) Section 3 business concerns that provide economic opportunities to Section 3 workers residing within the service area or the neighborhood of the project; and
 - b) YouthBuild programs.

REPORTING

We affirm and acknowledge that our firm will complete and deliver to the City all:

- Pre-contract certifications for our firm and any and all subcontractor(s) we contract with;
- If applicable, certifications and supporting documentation for our firm and any subcontractor(s) we contract with attesting to our/their status as a Section 3 Business Concern;
- Employee Self Certifications and supporting documentation for employees of our firm and employees of any and all subcontractor(s) we contract with for this project;
- Monthly Section 3 Reports from our firm that report accomplishments toward Section 3 goals as well as the qualitative efforts made by our firm toward achieving these goals;
- Monthly Section 3 Reports from our sub-contractor(s) that report accomplishments toward Section 3 goals as well as the qualitative efforts made by our sub-contractor(s) toward achieving these goals;
- Annual Section 3 Reports from our firm that report accomplishments toward Section 3 goals as well as the qualitative efforts made by our firm toward achieving these goals; and
- Annual Section 3 Reports from our sub-contractor(s) that report accomplishments toward Section 3 goals as well as the qualitative efforts made by our sub-contractor(s) toward achieving these goals.

Signed and certified this 20 day of October, 2025.


Virginia H. Johns, VP
Name of Authorized Signed, Title
Name of Construction Contractor Company

JOHN C. HIPPI CONSTRUCTION
EQUIPMENT COMPANY
P.O. BOX 1000
ALACHUA, FL 32616

SUB-CONTRACTOR CERTIFICATION REGARDING SECTION 3 COMPLIANCE

Project Name: _____

CDBG Contract Number: 25DB-E03

Sub-Contractor Name: TBD Phone: _____

Authorized Representative: _____ Email: _____

I, _____, having authority to make certain contractual certifications for _____
(hereby known as "our firm", do hereby certify that our firm will comply with the Section 3 requirements and will follow the required prioritization of efforts for Section 3 workers, Targeted Section 3 workers, and Section 3 business concerns as outlined below. As a sub-contractor submitting bids or Proposal/Bids to the prime contractor for the City under this Federally funded project, we understand that our firm is required to certify that they will comply with the requirements of Section 3.

We certify, that under this contract, our firm will make best efforts toward Section 3 goals by prioritizing our efforts to meet or exceed the following established Section 3 safe harbor benchmark goals:

- 3) Twenty-five (25) percent or more of the total number of labor hours worked by all workers on a Section 3 project are Section 3 workers;
Section 3 Labor Hours/Total Labor Hours = 25%

And

- 4) Five (5) percent or more of the total number of labor hours worked by all workers on a Section 3 project are Targeted Section 3 workers, as defined at 24 CFR Part 75.21.
Targeted Section 3 Labor Hours/Total Labor Hours = 5%

We acknowledge and certify that it is our firm's responsibility to implement efforts to achieve Section 3 compliance under this contract. Additionally, we acknowledge that if our firm does not meet the Section 3 benchmarks, it is our responsibility to demonstrate why meeting the benchmarks was not feasible.

Furthermore, we acknowledge and certify that should our firm not meet the safe harbor requirements during this contractual period, our firm will provide evidence that we have made qualitative efforts, including, but not limited to the outreach measures outlined within the City's Section 3 Policy, toward providing assistance to low and very low-income persons with employment and training opportunities.

We are completing this certification prior to the commencement of work on the project. We certify our firm after completion of the project, on the Section 3 Cumulative Report, contractors and subcontractors will be required to certify that they followed the prioritization of effort requirements.

EMPLOYMENT AND TRAINING

Under the City's Section 3 Program, our firm shall make best efforts to provide employment and training opportunities to Section 3 workers in the priority order listed below:

Provide employment and training opportunities to Section 3 workers within the metropolitan area (or nonmetropolitan county) in which the project is located in the priority order listed below:

- 3) Section 3 workers residing within the service area or the neighborhood of the project, and
- 4) Participants in YouthBuild programs.

Additionally, we certify that our firm will and has made best efforts to follow the prioritization of effort requirements prior to the beginning work and after work is completed.

CONTRACTING

Under the **City's** Section 3 Program, our firm understands that our firm must make best efforts to awarding subcontracts to business concerns that provide economic opportunities to Section 3 workers in the following order or priority:

- 2) Business concerns that provide economic opportunities to Section 3 workers residing within the metropolitan area (or nonmetropolitan county) in which assistance is located in the following order of priority (where feasible):
 - a) Section 3 business concerns that provide economic opportunities to Section 3 workers residing within the service area or the neighborhood of the project; and
 - b) YouthBuild programs.

REPORTING

We affirm and acknowledge that our firm will complete and deliver to the **City** all:

- Pre-contract certifications for our firm and any and all subcontractor(s) we contract with;
- If applicable, certifications and supporting documentation for our firm and any subcontractor(s) we contract with attesting to our/their status as a Section 3 Business Concern;
- Employee Self Certifications and supporting documentation for employees of our firm and employees of any and all subcontractor(s) we contract with for this project;
- Quarterly Section 3 Reports from our firm that report accomplishments toward Section 3 goals as well as the qualitative efforts made by our firm toward achieving these goals;
- Quarterly Section 3 Reports from our sub-contractor(s) that report accomplishments toward Section 3 goals as well as the qualitative efforts made by our sub-contractor(s) toward achieving these goals;
- Annual Section 3 Reports from our firm that report accomplishments toward Section 3 goals as well as the qualitative efforts made by our firm toward achieving these goals; and
- Annual Section 3 Reports from our sub-contractor(s) that report accomplishments toward Section 3 goals as well as the qualitative efforts made by our sub-contractor(s) toward achieving these goals.

Signed and certified this ____ day of _____, 2025.

Signature Line

Name of Authorized Signed, Title

Name of Construction Contractor Company

Section 3 Clause

All Section 3 covered contracts shall include the following clauses:

- 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), contributes to the establishment of stronger, more sustainable communities by ensuring that employment and other economic opportunities generated by Federal financial assistance for housing and community development programs are, to the greatest extent feasible, directed toward low- and very low-income persons, particularly those who receive Federal financial assistance for housing and those residing in communities where the financial assistance is expended.
- B. The parties to this contract agree to comply with HUD's regulations in 24 CFR part 75, 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 75 regulations.
- C. The contractor agrees to send to each labor organization or representative or 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 75, 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 75. 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 75.
- 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 75 require employment opportunities to be directed, were not filled to circumvent the contractor's obligations under 24 CFR part 75.
- F. Noncompliance with HUD's regulations in 24 CFR part 75 may result in sanctions, termination of this Contract for default, and debarment or suspension from future HUD assisted contracts.

Contractor's Requirements

- The Prime Contractor must submit a Section 3 plan to the Sub-Recipient outlining Section 3 hiring and employment opportunities.
- The Prime Contractor must notify all sub-contractors of their responsibilities under Section 3.
- The Prime Contractor must provide a workforce breakdown of all current employees and identify those Section 3 workers that were hired within the last five years.
- The Prime Contractor must provide an estimated breakdown of potential hires for the awarded project and timeline of anticipated hiring.
- The Prime Contractor must refrain from contracting with sub-contractors as to whom they have received notice or have knowledge that the sub-contractors have been found in violation of the regulations in 24 CFR 75.
- Maintain records that document a good faith effort to utilize Section 3 workers and Target Section 3 workers as trainees and employees. (Required of both contractor and sub- contractor.) and any other qualitative efforts to comply with Section 3.

Recordkeeping requirements for recipients are found at 24 CFR § 75.31. The contractor is required to maintain documentation to demonstrate compliance with the regulations and is responsible for requiring their subcontractors to maintain or provide any documentation that will assist recipients in demonstrating compliance, including documentation that shows hours worked by Section 3 workers and Targeted Section 3 workers.

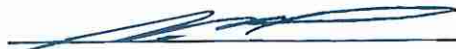
CONTRACTOR SECTION 3 PLAN

(Contractor) agrees to implement affirmative steps to comply with the Section 3 requirements set forth at 24 CFR 75 directed at increasing the utilization of lower income residents and businesses within the City of Alachua

- A. To implement Section 3 requirements by seeking the assistance of local officials in determining the exact boundaries of the applicable project area.
- B. To attempt to recruit from within the City/County the necessary number of lower income residents through local advertising media, signs placed at the proposed site for the project, and community organizations and public or private institutions operating within or serving the project area.
- C. To maintain a list of all lower income residents who have applied either on their own or on referral from any source, and to employ such persons, if otherwise eligible and if a vacancy exists.
- D. To insert this Section 3 plan in all bid documents, and to require all bidders to submit a Section 3 affirmative action plan including utilization goals and the specific steps planned to accomplish these goals.
- E. To formally contact unions, subcontractors and trade associations to secure their cooperation for this program.
- F. To maintain records, including copies of correspondence, memoranda, etc., which document that all the above affirmative action steps have been taken.
- G. To appoint or recruit an executive official of the company or agency as Equal Opportunity Officer to coordinate the implementation of this Section 3 plan.
- H. To list all permanent workforce for this project by job title.
- I. To list all projected workforce needs for this project by job classification and time frame for potential hire.

As officers and representatives of John C Hipp Construction Co. (Name of Bidder)

We, the undersigned, have read and fully agree to the above and become a party to the full implementation of this program.

 Signature

Virginia H. Johns, Vice President Title

10-20-2025 Date

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

John C Hipp Construction Equip Co.
Name of the Proposed Contractor

CDBG Economic Development NW 115th Ave Extension Project
Project Name

DOC Subcontract # 25DB-E03
CDBG Agreement Number

The undersigned hereby certifies that:

- a. Section 3 provisions are included in the Contract.
- b. A written Section 3 plan was prepared and submitted as part of the bid proceedings
- c. No segregated facilities will be maintained.


Signature

10-20-2025
Date

Signer Name Virginia H Johns

Title Vice-President

Contractor Section 3 Requirements



Section 3 Guidance
State of Florida
Department of Commerce
FloridaCommerce
Small Cities CDBG Program

Purpose

Section 3 of the Housing and Urban Development Act of 1968, as amended, (12 U.S.C. 1701u) ("Section 3") requires that economic opportunities generated by certain U.S. Department of Housing and Urban Development (HUD) financial assistance for housing and community development programs be directed to low- and very low-income persons. The priority of assistance should be to those who are recipients of government assistance for housing and business concerns which provide economic opportunities to low- and very low-income persons.

The Section 3 program was created to ensure that persons living in communities where HUD- assisted programs were being funded could economically benefit from the resources being spent. This would improve the overall socioeconomic condition of not only the community, but also the low- and very low-income residents that reside within the neighborhoods.

The implementing regulation for Section 3 can be found at [24 CFR Part 75](#).

General Policy Statement

State of Florida CDBG Programs shall comply with Section 3 requirements set forth at 24 CFR 75 of the federal regulation which states that, to the greatest extent possible, businesses and employers working on HUD-funded projects must make a good faith effort to train and employ low-income individuals living in the local area and also to contract with businesses owned by or that employ Section 3 workers.

It is the policy of Florida CDBG Programs that all Grantees are required to make good faith efforts to provide "to the greatest extent feasible" opportunities to Section 3 area workers and Section 3 business concerns.

Failure to comply with the requirements of Section 3 may result in a monitoring finding or sanctions that may include, debarment, suspension of funds or limited denial of participation in State of Florida CDBG programs.

24 CFR Part 75.19 Requirements.

(a) Employment and training.

(1) To the greatest extent feasible, and consistent with existing Federal, state, and local laws and regulations, recipients covered by this subpart shall ensure that employment and training opportunities arising in connection with Section 3 projects are provided to Section 3 workers within the metropolitan area (or nonmetropolitan county) in which the project is located.

(2) Where feasible, priority for opportunities and training described in paragraph (a)(1) of this section should be given to:

- (i) Section 3 workers residing within the service area or the neighborhood of the project, and
- (ii) Participants in YouthBuild programs.

(b) Contracting.

(1) To the greatest extent feasible, and consistent with existing Federal, state, and local laws and regulations, recipients covered by this subpart shall ensure contracts for work awarded in connection with Section 3 projects are provided to business concerns that provide economic

opportunities to Section 3 workers residing within the metropolitan area (or nonmetropolitan county) in which the project is located.

(2) Where feasible, priority for contracting opportunities described in paragraph (b)(1) of this section should be given to:

- (i) Section 3 business concerns that provide economic opportunities to Section 3 workers residing within the service area or the neighborhood of the project, and
- (ii) YouthBuild programs.

Applicability of Section 3 Requirements to Individual Projects

Whenever any portion of CDBG funding is invested into projects involving housing construction, demolition or rehabilitation, commercial/private improvements for economic development, or other public construction (e.g., roads, sewers, community centers, and public facilities), the requirements of Section 3 may apply.

Section 3 applies to projects that receive \$200,000 or more in CDBG assistance, including projects that are financed in conjunction with state, local, or private matching or leveraged funds, provided that the Section 3 monetary threshold requirements are met. In particular:

- Section 3 applies to recipients of CDBG funding, as well as its sub-recipients, contractors, and subcontractors
- Professional service contract labor hours (construction contract oversight, engineering, architectural, environmental and property evaluation, construction progress and construction draw inspection, and prevailing wage labor compliance) are not required to be reported. If a contract covers both professional services and other work and the recipient, contractor, or subcontractor chooses not to report labor hours from professional services, the labor hours under the contract that are not from professional services must still be reported.
- Section 3 requirements do not apply to material supply contracts

The regulations should not be construed to mean that recipients are required to hire Section 3 Workers or award contracts to Section 3 Business Concerns other than what is needed to complete covered projects and activities. If the expenditure of funding for an otherwise covered project and activity does not result in new employment, contracting, or training opportunities, reporting is still required.

Section 3 Goals

Contractors and sub-contractors will be required, to the greatest extent feasible, meet the Section 3 HUD benchmarks.

- Twenty-five (25) percent or more of the total number of labor hours worked by all workers on a Section 3 project are Section 3 workers
 - Section 3 Worker Labor Hours = 25% Total Labor Hours
- Five (5) percent or more of the total number of labor hours worked by all workers on a Section 3 project are Targeted Section 3 workers
 - Targeted Section 3 Labor Hours = 5% Total Labor Hours

Additional Reporting if Section 3 Benchmarks are not met:

If the recipient's reporting indicates the Section 3 benchmarks have not been met, the Recipient must report on the nature of activities pursued in the absence of not meeting Section 3 benchmarks

Section 3 Worker

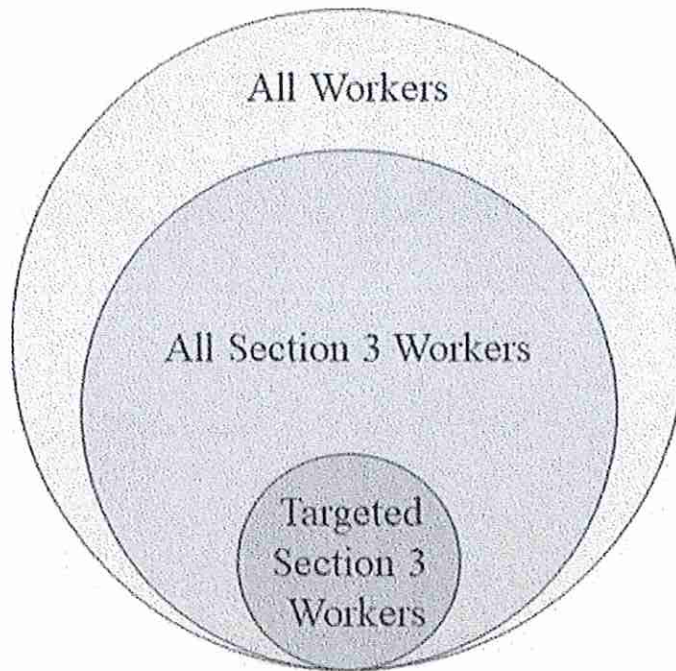
A Section 3 worker is any worker who currently fits, or when hired within the past five years fit, at least one of the following categories, as documented:

- (1) The worker's income for the previous or annualized calendar year is below the income limit established by HUD
- (2) The worker is employed by a Section 3 business concern
- (3) The worker is a YouthBuild participant.

Targeted Section 3 Worker

A Targeted Section 3 worker: any worker who currently fits, or when hired within the past five years fit at least one of the following categories as documented:

- (1) A worker employed by a Section 3 business concern; or
- (2) Currently fits or when hired fit at least one of the following categories, as documented within the past five years:
 - (i) Low- or very low-income workers residing within a one-mile radius of the Section 3 project. If fewer than 5,000 people live within that one-mile radius, the circle may be expanded outward until that population is reached or the neighborhood of the project, as defined; or
 - (ii) A YouthBuild participant.]



The status of workers on the Section 3 project will be determined by one of the following methods:

- (1) **Worker income self-certification:** The use of certification forms provided to contractors and subcontractors working on the project. Each worker on the project must complete the provided certification form to be kept in the grant record for reference when tracking and aggregating labor hours worked.
 - a. Section 3 Worker Certification (Exhibit 2; Form A)
 - b. Targeted Section 3 Worker Certification (Exhibit 3; Form C)
- (2) **Worker is employed by a Section 3 Business Concern:** The contractor or subcontractor is able to provide documentation that it qualifies as a Section 3 Business Concern. All employees of a qualifying business will be considered Section 3 workers.
- (3) **Worker is a Youthbuild participant:** Verifiable documentation must be provided by the worker or the employer showing the worker is participating in a Youthbuild program.
- (4) **Employer wage record:** The employer is able to provide certified documentation that the worker's income from that employer is below the income limit for the corresponding family size when based on an employer's calculation of what the worker's wage rate would translate to if annualized on a full-time basis.

NOTE: Documentation submitted by employers should only contain employee names, state and county of residence, annual income, and a certifying signature and date. Do not include any information such as social security numbers or bank account information.

Nothing in this part shall be construed to require the employment of someone who meets this definition of a Section 3 worker. Section 3 workers are not exempt from meeting the

qualifications of the position to be filled.

Section 3 Business

A Section 3 business concern is a business that meets at least one of the following criteria, documented within the last six-month period:

- It is at least 51 percent owned and controlled by low- or very low-income persons;
- Over seventy-five (75) percent of the labor hours performed by the business are performed by low or very low-income persons; or
- It is a business at least 51 percent owned and controlled by current public housing residents or residents who currently live in Section 8-assisted housing.

Contractors or subcontractors who wish to be identified as a Section 3 Business must complete the Section 3 Business Self-Certification form (Exhibit 2; Form B1) and provide requested backup documentation.

While contracting and subcontracting with Section 3 Business Concerns is encouraged, nothing in this part shall be construed to require the contracting or subcontracting of a Section 3 Business Concern. Additionally, Section 3 Business Concerns are not exempt from meeting the specifications of the contract, including required licensures and certifications.

Businesses concerns seeking Section 3 preference shall certify, or submit evidence to the recipient, contractor, subcontractor or subrecipient (if requested) verifying that they meet the definitions provided above. Subrecipients are allowed discretion to determine the required documentation to verify a Section 3 Business Concern. At monitoring, Commerce will check that documentation has been received and is in the file, not for a specific type of documentation.

Section 3 Reporting Requirements

Reporting of Labor Hours:

- a) Reporting Labor Hours. (1) recipients must report in a manner prescribed by HUD:
 - (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.
- 1) Section 3 workers' and Targeted Section 3 workers' labor hours may be counted for five years from when their status as a Section 3 worker or Targeted Section 3 worker is established.
- 2) The labor hours reported under paragraph (a)(1) of this section must include the total number of labor hours worked on a Section 3 project, including labor hours worked by any subrecipients, contractors and subcontractors that the recipient is required, or elects pursuant to paragraph (a)(4) of this section, to report.

- 3) Recipients reporting under this section, as well as subrecipients, contractors and subcontractors who report to recipients, may report labor hours by Section 3 workers, under paragraph (a)(1)(ii) of this section, and labor hours by Targeted Section 3 workers, under paragraph (a)(1)(iii) of this section, from professional services without including labor hours from professional services in the total number of labor hours worked under paragraph (a)(1)(i) of this section. If a contract covers both professional services and other work and the recipient or contractor or subcontractor chooses not to report labor hours from professional services, the labor hours under the contract that are not from professional services must still be reported.
- 4) Recipients may report their own labor hours or that of a subrecipient, contractor, or subcontractor based on the employer's good faith assessment of the labor hours of a full-time or part-time employee informed by the employer's existing salary or time and attendance-based payroll systems, unless the project or activity is otherwise subject to requirements specifying time and attendance reporting.

b) Safe Harbor Compliance:

Additional reporting if Section 3 benchmarks are not met. If the recipient's reporting under paragraph (a) of this section indicates that the recipient has not met the Section 3 benchmarks described in § 75.23, the recipient must report in a form prescribed by HUD on the qualitative nature of its activities and those its contractors and subcontractors pursued. Such qualitative efforts may, for example, include but are not limited to the following:

- (i) Consequences for noncompliance- any recipient with outstanding findings of noncompliance with Section 3 may be barred from receiving additional competitively awarded financial assistance.

Assistance to achieve the goals

A local government that receives CDBG funding has the responsibility to comply with Section 3 requirements. The grantee is also required to “ensure compliance” of their contractors and sub- contractors. This responsibility includes:

1. Notifying Section 3 Workers and business concerns about jobs and contracts generated by Section 3 covered assistance so that they may submit bids/proposals for available contracts and job openings with the grantee.
2. Notify potential contractors of their responsibilities under Section 3.
3. Include Section 3 language in all applicable contracts.
4. Require sub-recipients, contractors, and sub-contractors to meet the requirements of §75.19, regardless of whether Section 3 language is included in recipient or sub-recipient agreements, program regulatory agreements, or contracts.

5. Document action(s) taken to meet the HUD benchmarks.
6. Respond to Section 3 complaints.
7. Complete and submit the required Section 3 Forms to DEO.

Outreach Best Practices:

Grantees should develop a Section 3 plan, including outreach to Section 3 Workers and Businesses within the municipality. Best Practices include:

1. Publication of opportunities in newsletters or other local newspapers, including those targeted to Limited English Proficient populations.
2. Use of signage at the project site and flyers posted in the project area.
3. Notification of potential training or employment opportunities to neighborhood and non-profit groups, including Public Housing Authorities, servicing low- and very low- income persons.
4. Communicate opportunities to employment agencies and career centers.
 - a. A copy of a "Notice to Citizens...Opportunity for Work" is included herein as Exhibit 5, which can be used for development of Section 3 employment opportunities.

Orders of Priority Consideration for Employment and Contracting Opportunities.

(a) General

- (1) Recipients of housing and community development financial assistance and their sub-recipients, and contractors shall provide priority consideration to Section 3 residents and Section 3 businesses for new training, employment, and contracting opportunities generated as a result of the expenditure of Section 3 covered financial assistance.
- (2) Priority consideration should not be construed to be a quota or set-aside program, or as an entitlement to economic opportunities such as a particular job or contract.
- (3) Section 3 residents must possess the same job qualifications, skills, eligibility criteria, and capacity as other applicants for employment and training opportunities being sought.
- (4) Section 3 businesses must be selected in accordance with the procurement standards of 24 CFR 85.36 or 24 CFR 84.40, as appropriate, including price, ability, and willingness to comply with these part, and other factors, to be considered lowest responsible bidders on contracting opportunities being sought. Recipients of housing and community development financial assistance and their sub-recipients, and contractors may give priority consideration to a Section 3 resident or business if such resident or business is qualified for the respective employment or contracting opportunities
- (5) Recipients of housing and community development and their sub-recipients, and contractors must give priority consideration to a Section 3 resident or business when that Section 3 resident or business is equally qualified with other individuals or businesses that

would be offered employment or contracting opportunities.

- (b) Orders of priority consideration for employment and training opportunities.
 - (1) Recipients of housing and community development financial assistance that meet the funding thresholds shall direct their efforts to provide training and employment opportunities generated from the expenditure of Section 3 housing and community development financial assistance to Section 3 residents in the following order of priority consideration:
 - i. Section 3 residents residing in the neighborhood or service area where the housing and community development financial assistance is spent.
 - ii. Section 3 residents participating in DOL Youth Build programs.
 - iii. Other Section 3 residents located in the Section 3 local area.
 - (2) Recipients of housing and community development financial assistance may, at their own discretion, provide priority consideration specifically to residents of public housing or recipients of other Federal assistance for housing, including individuals or families receiving Section 8 housing choice vouchers within the neighborhood where work on the Section 3 covered project or activity is located.
- (c) Orders of priority consideration for Section 3 businesses in contracting opportunities.
 - (1) Recipients of housing and community development financial assistance and their sub-recipients, and contractors shall direct their efforts to provide contracting or subcontracting opportunities generated from the expenditure of housing and community development financial assistance to Section 3 businesses in the following order of priority consideration:
 - i. Section 3 businesses that can provide evidence, to the satisfaction of the awarding agency, that a minimum of 75 percent of previously hired Section 3 residents residing in the service area of the project or neighborhood will be retained for the project.
 - ii. Section 3 businesses that can provide evidence to the satisfaction of the awarding agency that a minimum of 50 percent of on-the-job training or registered apprenticeship opportunities will be provided to Section 3 residents in the neighborhood or area to be served by the Section 3 project or activity.
 - iii. Section 3 businesses that are located in the neighborhood or service area where the Section 3 covered project or activity is located, and a minimum of 30 percent of its permanent full-time workforce is comprised of Section 3 residents residing in the neighborhood or service area where the Section 3 covered project or activity is located.
 - iv. Grantees selected to carry DOL Youth Build programs.

Appendix A

§ 75.5 Definitions.

The terms *HUD*, *Public housing*, and *Public Housing Agency (PHA)* are defined in 24 CFR part 5. The following definitions also apply to this part:

1937 Act means the United States Housing Act of 1937, 42 U.S.C. 1437 et seq.

Contractor means any entity entering into a contract with:

- (1) A recipient to perform work in connection with the expenditure of public housing financial assistance or for work in connection with a Section 3 project; or
- (2) A subrecipient for work in connection with a Section 3 project.

Labor hours means the number of paid hours worked by persons on a Section 3 project or by persons employed with funds that include public housing financial assistance.

Low-income person means a person as defined in Section 3(b)(2) of the 1937 Act.

Material supply contracts means contracts for the purchase of products and materials, including, but not limited to, lumber, drywall, wiring, concrete, pipes, toilets, sinks, carpets, and office supplies.

Professional services means non-construction services that require an advanced degree or professional licensing, including, but not limited to, contracts for legal services, financial consulting, accounting services, environmental assessment, architectural services, and civil engineering services.

Public housing financial assistance means assistance as defined in § 75.3(a)(1).

Public housing project is defined in 24 CFR 905.108.

Recipient means any entity that receives directly from HUD public housing financial assistance or housing and community development assistance that funds Section 3 projects, including, but not limited to, any State, local government, instrumentality, PHA, or other public agency, public or private nonprofit organization.

Section 3 means Section 3 of the Housing and Urban Development Act of 1968, as amended (12 U.S.C. 1701u).

Section 3 business concern means:

- (1) A business concern meeting at least one of the following criteria, documented within the last six-month period:
 - i. It is at least 51 percent owned and controlled by low- or very low-income persons
 - ii. Over 75 percent of the labor hours performed for the business over the prior three- month period are performed by Section 3 workers
 - iii. It is a business at least 51 percent owned and controlled by current public housing residents or residents who currently live in Section 8-assisted housing.
- (2) The status of a Section 3 business concern shall not be negatively affected by a prior arrest or conviction of its owner(s) or employees.

- (3) Nothing in this part shall be construed to require the contracting or subcontracting of a Section 3 business concern. Section 3 business concerns are not exempt from meeting the specifications of the contract.

Section 3 project means a project defined in § 75.3(a)(2).

Section 3 worker means:

- (1) Any worker who currently fits or when hired within the past five years fit at least one of the following categories, as documented:
 - i. The worker's income for the previous or annualized calendar year is below the income limit established by HUD.
 - ii. The worker is employed by a Section 3 business concern.
 - iii. The worker is a YouthBuild participant.
- (2) The status of a Section 3 worker shall not be negatively affected by a prior arrest or conviction.
- (3) Nothing in this part shall be construed to require the employment of someone who meets this definition of a Section 3 worker. Section 3 workers are not exempt from meeting the qualifications of the position to be filled.

Section 8-assisted housing refers to housing receiving project-based rental assistance or tenant- based assistance under Section 8 of the 1937 Act.

Service area or the neighborhood of the project means an area within one mile of the Section 3 project or, if fewer than 5,000 people live within one mile of a Section 3 project, within a circle centered on the Section 3 project that is sufficient to encompass a population of 5,000 people according to the most recent U.S. Census.

Small PHA means a public housing authority that manages or operates fewer than 250 public housing units.

Subcontractor means any entity that has a contract with a contractor to undertake a portion of the contractor's obligation to perform work in connection with the expenditure of public housing financial assistance or for a Section 3 project.

Subrecipient has the meaning provided in the applicable program regulations or in 2 CFR 200.93.

Targeted Section 3 worker has the meanings provided in §§ 75.11, 75.21, or 75.29, and does not exclude an individual that has a prior arrest or conviction.

Very low-income person means the definition for this term set forth in section 3(b)(2) of the 1937 Act.

YouthBuild programs refers to YouthBuild programs receiving assistance under the Workforce Innovation and Opportunity Act (29 U.S.C. 3226).

Section 3 Clause

All Section 3 covered contracts shall include the following clauses:

- 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), contributes to the establishment of stronger, more sustainable communities by ensuring that employment and other economic opportunities generated by Federal financial assistance for housing and community development programs are, to the greatest extent feasible, directed toward low- and very low-income persons, particularly those who receive Federal financial assistance for housing and those residing in communities where the financial assistance is expended.
- B. The parties to this contract agree to comply with HUD's regulations in 24 CFR part 75, 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 75 regulations.
- C. The contractor agrees to send to each labor organization or representative or 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 75, 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 75. 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 75.
- 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 75 require employment opportunities to be directed, were not filled to circumvent the contractor's obligations under 24 CFR part 75.
- F. Noncompliance with HUD's regulations in 24 CFR part 75 may result in sanctions, termination of this Contract for default, and debarment or suspension from future HUD assisted contracts.

Contractor's Requirements

- The Prime Contractor must submit a Section 3 plan to the Sub-Recipient outlining Section 3 hiring and employment opportunities.
- The Prime Contractor must notify all sub-contractors of their responsibilities under Section 3.
- The Prime Contractor must provide a workforce breakdown of all current employees and identify those Section 3 workers that were hired within the last five years.
- The Prime Contractor must provide an estimated breakdown of potential hires for the awarded project and timeline of anticipated hiring.
- The Prime Contractor must refrain from contracting with sub-contractors as to whom they have received notice or have knowledge that the sub-contractors have been found in violation of the regulations in 24 CFR 75.
- Maintain records that document a good faith effort to utilize Section 3 workers and Target Section 3 workers as trainees and employees. (Required of both contractor and sub- contractor.) and any other qualitative efforts to comply with Section 3.

Recordkeeping requirements for recipients are found at 24 CFR § 75.31. The contractor is required to maintain documentation to demonstrate compliance with the regulations and is responsible for requiring their subcontractors to maintain or provide any documentation that will assist recipients in demonstrating compliance, including documentation that shows hours worked by Section 3 workers and Targeted Section 3 workers.

LABOR STANDARDS COMPLIANCE
(CERTIFICATION SUBMITTAL PAGE 13)

Requirements, instructions, and Labor Standards guidance are outlined in detail in pages 10-18 of these CDBG Supplemental Conditions. By signing below the Contractor/Bidder certifies that they have read, fully understand, and shall comply with the Labor Standards requirements and shall govern and implement this contract as follows:

- Davis Bacon Act requiring the Contractor to:
 - Pay prevailing wages,
 - If more than one wage decision is included in the contract, pay worker for worker classification under the appropriate wage decision [example: If a project involves sewer and street improvements and the pay rate for a laborer classification is different under the Street (street improvements) than it is under the Heavy (sewer improvements), the contractor shall pay the labor the rate for the work being completed during the pay period],
 - Provide weekly certified payrolls during the contract period (whether work is done or not),
 - Document Fringe Benefits,
 - Properly document, if applicable, participation in of any acceptable training programs for workers Contractor designates as apprentices or helpers,
 - Request additional classifications from the City/County for worker classifications that are not included in the wage decision(s),
 - Promptly report any under payment to workers,
 - Promptly pay restitution (including time and a half for hours in excess of 40 hours per week) to workers not paid the Federal wage rate and provided the City/County a signed worker certification and cancelled check documenting the restitution was paid,
 - Post the Wage Decisions in a visible spot at the work site, and
 - Post Davis-Bacon poster (WH-1321) in a visible location at the work site,
- The Copeland “Anti-Kickback” Act, requiring the Contractor to:
 - Not withhold pay amounts (deductions) to lower a worker’s hourly rate,
 - Provide detailed documentation (examples: State of Florida mandated child support, proof of health insurance payments, repayment of pre-paid loans to workers, etc.) of any and all worker deductions to verify compliance.
- The Contract Work Hours and Safety Act, requiring the Contractor to:
 - Pay time and half to workers for hours worked in excess of forty (40) hours per week, and
 - Pay liquidated damages at a rate of \$32 per calendar day for instances when time and a half was not paid to workers working in excess of forty (40) hours per week.
- Health and Safety, requiring the Contractor to:
 - Ensure that No laborer or mechanic shall be required to work in surroundings or under working conditions which are unsanitary, hazardous, or dangerous to his health and safety as determined under construction safety and health standards promulgated by the Secretary of Labor by regulation.

The Contract hereby affirms and certifies that it will comply with all Labor Standards requirements and shall additionally require each and all of its sub-contractors to comply with these same requirements.

John C. Hipp Construction Equipment Co.
Company Name


Proposer/Bidder (signature)

10-20-2025
Date

Virginia H. Johns, Vice President
Name of Authorized Representative of the Contractor

APPENDIX II TO PART 200
(CERTIFICATION SUBMITTAL PAGE 14)

By signing below the Proposer/Bidder states that they fully understand the requirements as outlined in Appendix II to Part 200, below. If awarded the Proposer/Bidder understands that Appendix II to Part 200 will be included in the contract between their firm and the City of Alachua and will ensure compliance with the regulation and as required in the regulation and ITB # 2025-02
RFB

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, the State of Florida and the City, 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 Commission and the Defense Acquisition Regulations Commission (Commissions) 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) Procurement of recovered materials. A non-Federal entity that is a state agency or agency of a political subdivision of a state and its contractors must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at [40 CFR part 247](#) that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

(K) Prohibition on certain telecommunications and video surveillance services or equipment.

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

(1) Procure or obtain;

(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.

(b) In implementing the prohibition under [Public Law 115-232](#), section 889, subsection (f), paragraph (1), heads of executive agencies administering loan, grant, or subsidy programs shall prioritize available funding and technical support to assist affected businesses, institutions and organizations as is reasonably necessary for those affected entities to transition from covered communications equipment and services, to procure replacement equipment and services, and to ensure that communications service to users and customers is sustained.

(c) See [Public Law 115-232](#), section 889 for additional information.

(d) See also [§ 200.471](#).

(L) Domestic preferences for procurements.

(a) As appropriate and to the extent consistent with law, the non-Federal entity should, to the greatest extent practicable under a Federal award, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products). The requirements of this section must be included in all subawards including all contracts and purchase orders for work or products under this award.

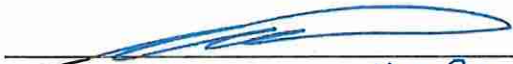
(b) For purposes of this section:

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

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

(c) Federal agencies providing Federal financial assistance for infrastructure projects must implement the Buy America preferences set forth in 2 CFR part 184.

John C. Hipp Construction Equip Co.
Company Name


Proposer/Bidder (signature) Vice-Pres.

10-20-2025
Date

BID FORM

EXHIBIT D

A. Basis of Award

The base of award will be lower sum total of the Bid for the Base Bid listed on the Bid Form from a responsive and responsible Bidder.

B. Additive Alternates.

N/A.

C. Unit Price Work

The Extended Bid form and Schedule of Values shall be completed and submitted to Alachua's Purchasing Department by the Apparent Low Bidder within 72-hours of being notified that they are the Apparent Low Bidder. The Schedule shall be prepared assuming a NTP of October, 2025. This assumed NTP date will be adjusted to comply with the actual NTP date issued by the Owner. The Base bid shall include all general conditions required for the final completion date presented in the Schedule.

EXHIBIT D
PAGE 1 OF 2

Bid Form and Schedule of Values

City of Alachua – FY 2025

NW 115th Ave Extension

Note the description of work listed on the SOV may not be applicable to the project. If this is the case, please mark N/A in the total column for that item. Blank lines have been provided to include any items that are shown on the plans but are not listed on the SOV.

Bid Form - Schedule of Values

ITEM NO.	DESCRIPTION	UNIT	QTY	UNIT COST	COST
101 1	MOBILIZATION	LS	1	\$128,800.00	\$128,800.00
102 1	MAINTENANCE OF TRAFFIC	LS	1	\$3,769.00	\$3,769.00
104 10 3	SEDIMENT BARRIER	LF	2643	\$2.00	\$5,286.00
110 1 1	CLEARING & GRUBBING	AC	0	\$0	\$0
120 1	REGULAR EXCAVATION	CY	2,891	\$3.60	\$10,407.60
120 4	SUBSOIL EXCAVATION	CY	3,260	\$6.00	\$19,560.00
120 6	EMBANKMENT	CY	3523	\$9.84	\$34,666.32
160 4	TYPE B STABILIZATION	SY	7160	\$11.20	\$80,192.00
285 701	OPTIONAL BASE, BASE GROUP 01	SY	1075	\$6.76	\$10,081.76
285 709	OPTIONAL BASE, BASE GROUP 09	SY	4122	\$18.97	\$78,194.34
327 70 6	MILLING EXISTING ASPHALT PAVEMENT, 1 1/2" AVG DEPTH (SAW CUT AND REMOVE)	SY	340	\$3.60	\$1,224.00
334 1 13	SUPERPAVE ASPHALTIC CONC. TRAFFIC C	TN	344.4	\$162.06	\$55,813.46
337 7 83	ASPHALT CONCRETE FRICTION COURSE, TRAFFIC C, FC-12.5, PG76-22	TN	461.1	\$264.00	\$121,731.40
425 1 521	INLETS, DT BOT, TYPE C, <10'	EA	1	\$3,492.00	\$3,492.00
430 175 118	PIPE CULVERT, OPTIONAL MATERIAL, ROUND, 18" S/CD	LF	120	\$79.39	\$9,527.04
430 984 125	MITERED END SECTION, OPTIONAL ROUND, 18" SD	EA	3	\$2,202.00	\$6,606.00
522 1	CONCRETE SIDEWALK AND DRIVEWAYS, 4" THICK	SY	704	\$72.22	\$50,872.88
522 2	CONCRETE SIDEWALK AND DRIVEWAYS, 6" THICK	SY	112	\$82.12	\$9,197.44
527 2	DETECTABLE WARNINGS	SF	44	\$78.68	\$3,417.92
570 1 1	PERFORMANCE TURF	SY	0	\$0	\$0
570 1 2	PERFORMANCE TURF, SOD	SY	8,111	\$4.90	\$37,743.90
630 2 11	CONDUIT, FURNISH & INSTALL, OPEN TRENCH	LF	1700	\$4.62	\$17,854.00
639 2 1	ELECTRICAL WIRE, FURNISH & INSTALL	LF	2100	\$5.96	\$12,516.00
700 1 11	SINGLE POST SIGN, F&I GROUND MOUNT, UP TO 12 SF	EA	1	\$414.75	\$414.75
705 10 4	OBJECT MARKER, TYPE 4	EA	12	\$309.75	\$3,717.00
710 11 101	PAINTED PAVEMENT MARKINGS, STANDARD, WHITE, SOLID, 6"	GM	.958	\$2,772.00	\$2,655.76
710 11 123	PAINTED PAVEMENT MARKINGS, STANDARD, WHITE, SOLID FOR CROSSWALK AND ROUNDABOUT, 12"	LF	61	\$2.63	\$160.43

Bid #3
John C. Hipp Construction
Equipment Company

EXHIBIT D
PAGE 2 OF 2

Bid Form - Schedule of Values

ITEM NO.	DESCRIPTION	UNIT	QTY	UNIT COST	COST
710 11 125	PAINTED PAVEMENT MARKINGS, STANDARD, WHITE, SOLID, 24" FOR STOP LINE	LF	12	\$5.25	\$63.00
710 11 201	PAINTED PAVEMENT MARKINGS, STANDARD, YELLOW, SOLID, 6"	GM	.721	\$2,772.00	\$1,998.61
710 11 241	PAINTED PAVEMENT MARKINGS, STANDARD, YELLOW, 2-4 DOTTED GUIDELINE/6-10 DOTTED EXTENSION, 6"	GM	.13	\$2,772.00	\$360.36
711 11 123	THERMOPLASTIC, STANDARD, WHITE, SOLID, 12" FOR CROSSWALK AND ROUNDABOUT	LF	61	\$21.00	\$1,281.00
711 11 125	THERMOPLASTIC, STANDARD, WHITE, SOLID, 24" FOR STOP LINE	LF	12	\$47.25	\$567.00
715 61 242	LIGHT POLE COMPLETE, F&I, STANDARD POLE FOUNDATION, 35' MOUNTING HEIGHT, 12' ARM LENGTH	EA	9	\$6,819.55	\$61,375.95
LANDSCAPING					
LS 1	LANDSCAPING	LS	1	\$31,446.45	\$31,446.45
MEDIAN UPDATES					
120 6	EMBANKMENT	LS	1	\$527.05	\$527.05
160 4	TYPE B STABILIZATION	SY	511	\$31.61	\$16,152.71
285 709	OPTIONAL BASE, BASE GROUP 09	SY	511	\$23.25	\$11,880.75
334 1 13	SUPERPAVE ASPHALTIC CONC. TRAFFIC C	TN	42	\$162.06	\$6,806.52
337 7 83	ASPHALT CONCRETE FRICTION COURSE, TRAFFIC C, FC-12.5, PG76-22	TN	42	\$264	\$3,168
				TOTAL COST	
Add Item #1	ELECTRIC SERVICE F&I	EA	1	\$10,233.30	\$10,233.30
Add Item #2	NEW LED FIXTURE ON EX POLE	EA	1	\$2,580.63	\$2,580.63
				TOTAL COST	\$829,129.43

Exhibit E
Page 1 of 3
INSURANCE REQUIREMENTS

1. Insurance

Except as otherwise specified, the Contractor and any sub-contractors of any tier will be required at their own expense to maintain in effect at all times during the performance of the work insurance coverages with limits not less than those set forth below with insurers and under forms of policies satisfactory to the Owner. It shall be the responsibility of the Contractor to maintain adequate insurance coverage and to assure that sub-contractors are adequately insured at all times. Failure of the Contractor to maintain adequate coverage shall not relieve the Contractor of any contractual responsibility or obligation.

The requirements specified herein as to types, limits and Owner's approval of insurance coverage to be maintained by the Contractor and sub-contractors are not intended to and shall not in any manner limit or qualify the liabilities and obligations assumed by the Contractor and sub-contractors.

Any insurance carried by the Owner which may be applicable shall be deemed to be excess insurance and the Contractor's insurance primary for all purposes despite any conflicting provision in the Contractor's policies to the contrary.

For insurance purposes, the title of Ownership of materials furnished under this contract shall remain with the Contractor until the Owner receives such materials at the specified destination.

1.1 Additional Insured

Upon notice of award and before a Contract is presented to the City Commission, all insurance coverages furnished under the contract, except for Workers Compensation and Employers Liability, shall include the Owner, officials, directors, partners, consultants, agents and employees as additional insured with respect to the activities of the Contractor and sub-contractors and certificates of insurance be delivered to Donna Smith @ do_smith@cityofalachua.org. These policies shall contain a "cross-liability" or "severability of interest" clause or endorsement. Notwithstanding any other provision of these policies, the insurance afforded shall apply separately to each insured, named insured or additional insured with respect to any claim, suit, or judgment made or brought by or for any other insured, named insured or additional insured as though a separate policy had been issued to each, except the insurer's liability shall not be increased beyond the amount or amounts for which the insurer would have been liable had only one insured been named. The Owner shall not by reason of their inclusion under these policies incur liability to the insurance carrier for payment of premium.

1.2 Waiver of Subrogation

The Contractor and sub-contractors shall require their insurance carriers, with respect to all insurance policies, to waive all rights of subrogation against Owner, officials, directors, partners, consultants, agents and employees.

COA shall be exempt from, and in no way liable for, any sums of money which may represent a deductible in any insurance policy. The payment of such deductible shall be the sole responsibility of the Contractor and/or sub-contractor providing such insurance.

1.3 Certificates of Insurance

The Certificate(s) of Insurance furnished by the Contractor shall be completed by the authorized representative and presented to the Purchasing Division. The certificate shall be dated and show the following:

- 1.3.1 The name of the insurer, the effective and termination date, the specified job by name and quote number, name of the insured Contractor and the policy number.
- 1.3.2 Statement that the insurer will mail notice to COA at least thirty (30) days prior to any material deviations or cancellations of the policy.
- 1.3.3 Shall include all deductibles and/or self insurance retentions for each line of insurance coverage.
- 1.3.4 The Certificate(s) of Insurance shall designate COA as an additional insured as follows:

City of Alachua
Attention: Purchasing Division
15100 NW 142 Terrace
Alachua, Florida 32615

2. **Workers Compensation and Employers Liability**

This insurance shall protect the Contractor against all claims under applicable state workers compensation laws. The insured shall also be protected against claims for injury, disease or death of employees which, for any reason, may not fall within the provision of a workers compensation law. The policy shall include an "all states" or "other states" endorsement.

- 2.1 The liability limits shall not be less than required by Florida Law.

<i>Insurance:</i>	<i>Description:</i>
Workers' Compensation Employer's Liability	Statutory \$1,000,000 each occurrence

3. **Comprehensive Automobile Liability**

This insurance shall be an "occurrence" type policy written in comprehensive form and shall protect the Contractor and the additional insured against all claims for injuries to members of the public and damage to property of others arising from the use of motor vehicles, and shall cover operation on or off the site of all motor vehicles licensed for highway use, whether they are owned, non-owned or hired.

- 3.1 The liability limits shall not be less than:

<i>Insurance:</i>	<i>Description:</i>
Bodily injury Property damage	\$1,000,000 combined single limit Each occurrence

4. Comprehensive General Liability

This insurance shall be an "occurrence" type policy written in comprehensive form and shall protect the Contractor and the additional insured against all claims arising from bodily injury, sickness, disease or death of any person or damage to property of the Owner or others arising out of any act or omission of the Contractor or his agents, employees or sub-contractors. This policy shall also include protection against claims insured by usual personal injury liability coverage, a "protective liability" endorsement to insure the contractual liability assumed by the Contractor and "Completed Operations and Products Liability" coverage (to remain in force for 2 years after final payment).

4.1 The liability limits shall not be less than:

<i>Insurance:</i>	<i>Description:</i>
Personal injury and Property damage	\$1,000,000 combined single limit each occurrence and \$1,000,000 aggregate

5. Umbrella Liability Policy

This insurance shall be an "occurrence" type policy protect the Contractor and the additional insured against all claims in excess of the limits provided under the employer liability, comprehensive automobile liability, and the comprehensive general liability policies. The liability limits of the umbrella liability policy shall not be less than \$1,000,000. The policy shall be an "occurrence" type policy.

6. See also Article 5 of General Conditions .

**** END OF SECTION ****

Exhibit F

DOC Wage Requirements

"General Decision Number: FL20250276 01/03/2025

Superseded General Decision Number: FL20240276

State: Florida

Construction Type: Highway

Counties: Alachua, Gilchrist and Levy Counties in Florida.

HIGHWAY CONSTRUCTION PROJECTS

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

If the contract is entered into on or after January 30, 2022, or the contract is renewed or extended (e.g., an option is exercised) on or after January 30, 2022:	◆ Executive Order 14026 generally applies to the contract. ◆ 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.
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:	◆ Executive Order 13658 generally applies to the contract. ◆ 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 performing on that contract in 2025.

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

SUFL2022-045 06/27/2024

	Rates	Fringes
CARPENTER.....	\$ 18.98	0.00
CEMENT MASON/CONCRETE FINISHER...	\$ 20.00	0.82
ELECTRICIAN.....	\$ 29.05	11.18
IRONWORKER.....	\$ 24.16	0.00
LABORER: Asphalt, Includes Raker, Shoveler, Spreader and Distributor.....	\$ 16.39 **	0.00
LABORER: Common or General.....	\$ 15.01 **	0.00
LABORER: Mason Tender - Cement/Concrete.....	\$ 20.24	2.01
LABORER: Pipelayer.....	\$ 17.00 **	0.70
LABORER: Grade Checker.....	\$ 17.21 **	0.00
OPERATOR: Backhoe/Excavator/Trackhoe.....	\$ 19.39	0.00
OPERATOR: Bobcat/Skid Steer/Skid Loader.....	\$ 15.85 **	0.00
OPERATOR: Boom.....	\$ 33.61	11.50
OPERATOR: Broom/Sweeper.....	\$ 15.13 **	0.00
OPERATOR: Bulldozer.....	\$ 19.10	0.00
OPERATOR: Crane.....	\$ 29.95	0.00
OPERATOR: Grader/Blade.....	\$ 19.34	0.00
OPERATOR: Loader.....	\$ 17.78	0.00
OPERATOR: Mechanic.....	\$ 31.30	0.00
OPERATOR: Milling Machine.....	\$ 19.68	0.00
OPERATOR: Paver (Asphalt, Aggregate, and Concrete).....	\$ 17.77	0.00
OPERATOR: Piledriver.....	\$ 22.98	0.00
OPERATOR: Roller.....	\$ 15.51 **	0.00
OPERATOR: Scraper.....	\$ 15.54 **	0.00
OPERATOR: Screed.....	\$ 18.80	0.00
OPERATOR: Tractor.....	\$ 16.91 **	0.66
PAINTER.....	\$ 21.02	0.00
TRAFFIC CONTROL PERSON.....	\$ 16.13 **	0.00
TRUCK DRIVER: Dump Truck.....	\$ 18.00	0.74

TRUCK DRIVER: Flatbed Truck.....\$ 19.46	0.00
TRUCK DRIVER: Lowboy Truck.....\$ 22.16	0.00
TRUCK DRIVER: Off the Road Truck.....\$ 16.91 **	0.00
TRUCK DRIVER: Water Truck.....\$ 18.27	0.00
TRUCK DRIVER: Distributor Truck.....\$ 19.18	0.00

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

=====

** 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)).

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

Union Rate Identifiers

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

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

Union Average Rate Identifiers

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

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

Survey Rate Identifiers

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

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

State Adopted Rate Identifiers

The "SA" identifier indicates that the classifications and prevailing wage rates set by a state (or local) government were adopted under 29 C.F.R 1.3(g)-(h). Example: SAME2023-007 01/03/2024. SA reflects that the rates are state adopted. ME refers to the State of Maine. 2023 is the year during which the state completed the survey on which the listed classifications

and rates are based. The next number, 007 in the example, is an internal number used in producing the wage determination. The date, 01/03/2024 in the example, reflects the date on which the classifications and rates under the ?SA? identifier took effect under state law in the state from which the rates were adopted.

WAGE DETERMINATION APPEALS PROCESS

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

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

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

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

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

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

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

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

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

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

4/11/25, 2:28 PM

Exhibit F
Page 6 of 6 SAM.gov

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

=====
END OF GENERAL DECISION"

REFERENCES LISTING FORM

List a minimum of four (4) local government or private references for similar contracts, which you have completed within the past 15 years. (Please print/type)

Customer Name: Scherer Construction / Waco Roadway
Address: 2504 NW 71st PL
Gainesville, FL 32653
Telephone (352) 371-1417 Fax: ()

Contact Name: Ben Grikstas
Type of Contract: New Road Construction, Water, Sewer Mains, earthwork, paving
Complete Date: 8/2024

Contract ☐ DID ☒ DID NOT Have reportable findings

Email Address: bengrikstas@schererfl.com

Customer Name: City of Alachua / NW 86th Drive Roadway and Water Main
Address: 15100 NW 142 Terr
Alachua, FL 32615

Telephone (386) 418-6100 Fax: ()

Contact Name: Redolfo Valladares
Type of Contract: Reconstruct Rdway, curb, sidewalk, earthwork, paving, utilities
Complete Date: 4-10-2025

Contract ☐ DID ☒ DID NOT Have reportable findings

Email Address: RO_valladares@cityofalachua.org

Customer Name: Columbia County / Dorch Street
Address: PO Box 9169
Lake City, FL 32056

Telephone (386) 758-1019 Fax: ()

Contact Name: Chad Williams
Type of Contract: Roadway widening, reconstruct base, paving, stripe, misc concrete
Complete Date: 7-20-2025

Contract ☐ DID ☒ DID NOT Have reportable findings

Email Address: chadwilliams@columbiacountyfla.com

Customer Name: W G Johnson and Son / Lane Enterprises
Address: 2430 NW 73rd Place
Gainesville, FL 32653

Telephone (352) 376-6219 Fax: ()

Contact Name: Glen Johnson
Type of Contract: Asphalt Paving
Complete Date: 11-22-2024

Contract ☐ DID ☒ DID NOT Have reportable findings

Email Address: wgjohnsonandson@gmail.com

My company has been in this type of business for 57 years. There are 24 employees in my company. 13 employees will be dedicated to this project.

JOHN C. HIPPI CONSTRUCTION
EQUIPMENT COMPANY
P.O. BOX 1000
ALACHUA, FL 32616

BID BOND

Any singular reference to Bidder, Surety, Owner or other party shall be considered plural where applicable.

BIDDER (Name and Address):

John C. Hipp Construction Equipment Company
P.O. Box 1000, Alachua, FL 32616
(386) 462-2047

SURETY (Name and Address of Principal Place of Business):

Swiss Re Corporate Solutions America Insurance Corporation
1200 Main Street, Suite 800, Kansas City, MO 64105
(816) 235-3700

OWNER (Name and Address):

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

PROJECT NO.: RFB 2025-02

BID

Bid Due Date: 10/20/2025

Description: CDBG - ED NW 115th Ave Extension Project NW 115th Ave,
Alachua, FL

BOND

Bond Number: N/A

Date (Not earlier than Bid due date): 10/20/2025

Penal sum *** FIVE PERCENT OF AMOUNT BID ***
(Words)

\$ 5% of Bid
(Figures)

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

BIDDER

John C. Hipp Construction Equipment Company (Seal)
Bidder's Name and Corporate Seal

By:

Signature

Virginia H. Johns

Print Name

Vice President

Title

Attest:

Signature

Witness

Title

SURETY Swiss Re Corporate Solutions
America Insurance Corporation (Seal)

Surety's Name and Corporate Seal

By:

Signature (Attach Power of Attorney)

Christine Morton

Print Name

Attorney-in-Fact &

FL Licensed Resident Agent

Title Inquiries: (407) 834-0022

Attest:

Signature

Witness

Title

SWISS RE CORPORATE SOLUTIONS

SWISS RE CORPORATE SOLUTIONS AMERICA INSURANCE CORPORATION ("SRCSAIC")
SWISS RE CORPORATE SOLUTIONS PREMIER INSURANCE CORPORATION ("SRCSPIC")
WESTPORT INSURANCE CORPORATION ("WIC")

GENERAL POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS, THAT SRCSAIC, a corporation duly organized and existing under laws of the State of Missouri, and having its principal office in the City of Kansas City, Missouri, each does hereby make, constitute, and appoint:

BRYCE R. GUIGNARD, APRIL L. LIVELY, JENNIFER L. HINDLEY, MARGIE L. MORRIS, DEBORAH-ANN MURRAY, M. GARY FRANCIS,
CHRISTINE MORTON, KELLY PHELAN, ALLYSON FOSS WING, DAVID TURCIOS, AMANDA JO HERSTINE, WESLEY MATT ADCOCK and CARSON COSTELLO
JOINTLY OR SEVERALLY

Its true and lawful Attorney(s)-in-Fact, to make, execute, seal and deliver, for and on its behalf and as its act and deed, bonds, consents of surety, or other writings obligatory in the nature of a bond on behalf of each of said Companies, as surety, on contracts of suretyship as are or may be required or permitted by law, regulation, contract or otherwise, provided that no bond or undertaking or contract or suretyship executed under this authority shall exceed the amount of:

TWO HUNDRED MILLION (\$200,000,000.00) DOLLARS

This Power of Attorney is granted and is signed by facsimile under and by the authority of the following Resolutions adopted by the Boards of Directors of both SRCSAIC and SRCSPIC at meetings duly called and held on the 18th of November 2021 and WIC by written consent of its Executive Committee dated July 18, 2011:

"RESOLVED, that any two of the President, any Managing Director, any Senior Vice President, any Vice President, the Secretary or any Assistant Secretary be, and each or any of them hereby is, authorized to execute a Power of Attorney qualifying the attorney named in the given Power of Attorney to execute on behalf of the Corporation bonds, undertakings and all contracts of surety, and that each or any of them hereby is authorized to attest to the execution of any such Power of Attorney and to attach therein the seal of the Corporation; and it is

FURTHER RESOLVED, that the signature of such officers and the seal of the Corporation may be affixed to any such Power of Attorney or to any certificate relating thereto by facsimile, and any such Power of Attorney or certificate bearing such facsimile signatures or facsimile seal shall be binding upon the Corporation when so affixed and in the future with regard to any bond, undertaking or contract of surety to which it is attached."



By David Satory
David Satory, Senior Vice President of SRCSAIC & Senior Vice President of SRCSPIC & Senior Vice President of WIC

By Gabriel Jacquez
Gabriel Jacquez, Senior Vice President of SRCSAIC & Senior Vice President of SRCSPIC & Senior Vice President of WIC



IN WITNESS WHEREOF, SRCSAIC have caused their official seals to be hereunto affixed, and these presents to be signed by their authorized officers this
11th day of June, 2025.

State of Illinois
County of Cook

§5

Swiss Re Corporate Solutions America Insurance Corporation
Swiss Re Corporate Solutions Premier Insurance Corporation
Westport Insurance Corporation

On this 11th day of June, 2025, before me, a Notary Public personally appeared David Satory, Senior Vice President of SRCSAIC and Senior Vice President of SRCSPIC and Senior Vice President of WIC, and Gabriel Jacquez, Senior Vice President of SRCSAIC and Senior Vice President of SRCSPIC and Senior Vice President of WIC, personally known to me, who being by me duly sworn, acknowledged that they signed the above Power of Attorney as officers of and acknowledged said instrument to be the voluntary act and deed of their respective companies.



Karen M. Szveda
Karen M. Szveda, Notary

I, Jeffrey Goldberg, the duly elected Senior Vice President and Assistant Secretary of SRCSAIC and SRCSPIC and WIC do hereby certify that the above and foregoing is a true and correct copy of a Power of Attorney given by said SRCSAIC and SRCSPIC and WIC, which is still in full force and effect.

IN WITNESS WHEREOF, I have set my hand and affixed the seals of the Companies this 20th day of October, 2025.

Jeffrey Goldberg
Jeffrey Goldberg, Senior Vice President & Assistant Secretary of SRCSAIC and SRCSPIC and WIC

NOTICE TO PROCEED**Date:****Project:** NW 115th Avenue Extension Project DOC SubContract # 25DB-E03 CDBG-ED**Owner:** City of Alachua**Owner's Contract No.:** RFB 2025-02**Contract:** Neighborhood Street Resurfacing Project**Engineer's Project No.:****Contractor:****Contractor Address:** [send Certified Mail, Return Receipt Requested]

You are notified that the Contract Times under the above Contract will commence to run on _____. On or before that date, you are to start performing your obligations under the Contract Documents. In accordance with Article 4 of the Agreement the number of days to achieve Substantial Completion is 90 days, and the number of days to achieve readiness for final payment is 120 days.

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

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

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

Owner: City of Alachua Given

by: Rodolfo Valladares

Authorized Signature

Title

Date

EXHIBIT I
Page 1 of 1

PERFORMANCE BOND

CONTRACTOR *(name and address):*

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

OWNER:

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

CONSTRUCTION CONTRACT #:

Effective Date of the Agreement:
Amount:
Description :

BOND

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

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

CONTRACTOR AS PRINCIPAL

SURETY

Contractor's Name and Corporate Seal

Surety's Name and Corporate Seal

By: _____
Signature

By: _____
Signature *(attach power of attorney)*

Print Name

Print Name

Title

Title

Attest: _____
Signature

Attest: _____
Signature

Title

Title

1. The Contractor and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors, and assigns to the Owner for the performance of the Construction Contract, which is incorporated herein by reference.

2. If the Contractor performs the Construction Contract, the Surety and the Contractor shall have no obligation under this Bond, except when applicable to participate in a conference as provided in Paragraph 3.

3. If there is no Owner Default under the Construction Contract, the Surety's obligation under this Bond shall arise after:

3.1 The Owner first provides notice to the Contractor and the Surety that the Owner is considering declaring a Contractor Default. Such notice shall indicate whether the Owner is requesting a conference among the Owner, Contractor, and Surety to discuss the Contractor's performance. If the Owner does not request a conference, the Surety may, within five (5) business days after receipt of the Owner's notice, request such a conference. If the Surety timely requests a conference, the Owner shall attend. Unless the Owner agrees otherwise, any conference requested under this Paragraph 3.1 shall be held within ten (10) business days of the Surety's receipt of the Owner's notice. If the Owner, the Contractor, and the Surety agree, the Contractor shall be allowed a reasonable time to perform the Construction Contract, but such an agreement shall not waive the Owner's right, if any, subsequently to declare a Contractor Default;

3.2 The Owner declares a Contractor Default, terminates the Construction Contract and notifies the Surety; and

3.3 The Owner has agreed to pay the Balance of the Contract Price in accordance with the terms of the Construction Contract to the Surety or to a contractor selected to perform the Construction Contract.

4. Failure on the part of the Owner to comply with the notice requirement in Paragraph 3.1 shall not constitute a failure to comply with a condition precedent to the Surety's obligations, or release the Surety from its obligations, except to the extent the Surety demonstrates actual prejudice.

5. When the Owner has satisfied the conditions of Paragraph 3, the Surety shall promptly and at the Surety's expense take one of the following actions:

5.1 Arrange for the Contractor, with the consent of the Owner, to perform and complete the Construction Contract;

5.2 Undertake to perform and complete the Construction Contract itself, through its agents or independent contractors;

5.3 Obtain bids or negotiated proposals from qualified contractors acceptable to the Owner for a contract for performance and completion of the Construction Contract, arrange for a contract to be prepared for execution by the Owner and a contractor selected with the Owners concurrence, to be secured with performance and payment bonds executed by a qualified surety equivalent to the bonds issued on the Construction Contract, and pay to the Owner the amount of

damages as described in Paragraph 7 in excess of the Balance of the Contract Price incurred by the Owner as a result of the Contractor Default; or

5.4 Waive its right to perform and complete, arrange for completion, or obtain a new contractor, and with reasonable promptness under the circumstances:

5.4.1 After investigation, determine the amount for which it may be liable to the Owner and, as soon as practicable after the amount is determined, make payment to the Owner; or

5.4.2 Deny liability in whole or in part and notify the Owner, citing the reasons for denial.

6. If the Surety does not proceed as provided in Paragraph 5 with reasonable promptness, the Surety shall be deemed to be in default on this Bond seven days after receipt of an additional written notice from the Owner to the Surety demanding that the Surety perform its obligations under this Bond, and the Owner shall be entitled to enforce any remedy available to the Owner. If the Surety proceeds as provided in Paragraph 5.4, and the Owner refuses the payment or the Surety has denied liability, in whole or in part, without further notice the Owner shall be entitled to enforce any remedy available to the Owner.

7. If the Surety elects to act under Paragraph 5.1, 5.2, or 5.3, then the responsibilities of the Surety to the Owner shall not be greater than those of the Contractor under the Construction Contract, and the responsibilities of the Owner to the Surety shall not be greater than those of the Owner under the Construction Contract. Subject to the commitment by the Owner to pay the Balance of the Contract Price, the Surety is obligated, without duplication for:

7.1 the responsibilities of the Contractor for correction of defective work and completion of the Construction Contract;

7.2 additional legal, design professional, and delay costs resulting from the Contractor's Default, and resulting from the actions or failure to act of the Surety under Paragraph 5; and

7.3 liquidated damages, or if no liquidated damages are specified in the Construction Contract, actual damages caused by delayed performance or non-performance of the Contractor.

8. If the Surety elects to act under Paragraph 5.1, 5.3, or 5.4, the Surety's liability is limited to the amount of this Bond.

9. The Surety shall not be liable to the Owner or others for obligations of the Contractor that are unrelated to the Construction Contract, and the Balance of the Contract Price shall not be reduced or set off on account of any such unrelated obligations. No right of action shall accrue on this Bond to any person or entity other than the Owner or its heirs, executors, administrators, successors, and assigns.

10. The Surety hereby waives notice of any change, including changes of time, to the Construction Contract or to related subcontracts, purchase orders, and other obligations.

11. Any proceeding, legal or equitable, under this Bond may be instituted in any court of competent jurisdiction in the location in which the work or part of the work is located and shall be instituted within two years after a declaration of Contractor Default or within two years after the Contractor ceased working or within two years after the Surety refuses or fails to perform its obligations under this Bond, whichever occurs first. If the provisions of this paragraph are void or prohibited by law, the minimum periods of limitations available to sureties as a defense in the jurisdiction of the suit shall be applicable.

12. Notice to the Surety, the Owner, or the Contractor shall be mailed or delivered to the address shown on the page on which their signature appears.

13. When this Bond has been furnished to comply with a statutory or other legal requirement in the location where the construction was to be performed, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

14. Definitions

14.1 Balance of the Contract Price: The total amount payable by the Owner to the Contractor under the Construction Contract after all proper adjustments have been made including allowance for the Contractor for any amounts received or to be received by the Owner in settlement of insurance or other claims for damages to which the Contractor is entitled, reduced by all

valid and proper payments made to or on behalf of the Contractor under the Construction Contract.

14.2 Construction Contract: The agreement between the Owner and Contractor identified on the cover page, including all Contract Documents and changes made to the agreement and the Contract Documents.

14.3 Contractor Default: Failure of the Contractor, which has not been remedied or waived, to perform or otherwise to comply with a material term of the Construction Contract.

14.4 Owner Default: Failure of the Owner, which has not been remedied or waived, to pay the Contractor as required under the Construction Contract or to perform and complete or comply with the other material terms of the Construction Contract.

14.5 Contract Documents: All the documents that comprise the agreement between the Owner and Contractor.

15. If this Bond is issued for an agreement between a contractor and subcontractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

PAYMENT BOND

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

OWNER (name and address):

CONSTRUCTION CONTRACT

Effective Date of the

Agreement: Amount:

Description (name and location):

BOND

Bond Number:

Date (not earlier than the Effective Date of the Agreement of the Construction Contract):

Amount:

Modifications to this Bond Form: ☐ None ☐ See Paragraph 18

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

CONTRACTOR AS PRINCIPAL

SURETY

(seal)

(seal)

Contractor's Name and Corporate Seal

Surety's Name and Corporate Seal

By: _____

By: _____

Signature

Signature (attach power of attorney)

Print Name

Print Name

Title

Title

Attest: _____

Attest: _____

Signature

Signature

Title

Title

Notes: (1) Provide supplemental execution by any additional parties, such as joint venturers. (2) Any singular reference to Contractor, Surety, Owner, or other party shall be considered plural where applicable.

1. The Contractor and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors, and assigns to the Owner to pay for labor, materials, and equipment furnished for use in the performance of the Construction Contract, which is incorporated herein by reference, subject to the following terms.
2. If the Contractor promptly makes payment of all sums due to Claimants, and defends, indemnifies, and holds harmless the Owner from claims, demands, liens, or suits by any person or entity seeking payment for labor, materials, or equipment furnished for use in the performance of the Construction Contract, then the Surety and the Contractor shall have no obligation under this Bond.
3. If there is no Owner Default under the Construction Contract, the Surety's obligation to the Owner under this Bond shall arise after the Owner has promptly notified the Contractor and the Surety (at the address described in Paragraph 13) of claims, demands, liens, or suits against the Owner or the Owner's property by any person or entity seeking payment for labor, materials, or equipment furnished for use in the performance of the Construction Contract, and tendered defense of such claims, demands, liens, or suits to the Contractor and the Surety.
4. When the Owner has satisfied the conditions in Paragraph 3, the Surety shall promptly and at the Surety's expense defend, indemnify, and hold harmless the Owner against a duly tendered claim, demand, lien, or suit.
5. The Surety's obligations to a Claimant under this Bond shall arise after the following:
 - 5.1 Claimants who do not have a direct contract with the Contractor,
 - 5.1.1 have furnished a written notice of non-payment to the Contractor, stating with substantial accuracy the amount claimed and the name of the party to whom the materials were, or equipment was, furnished or supplied or for whom the labor was done or performed, within ninety (90) days after having last performed labor or last furnished materials or equipment included in the Claim; and
 - 5.1.2 have sent a Claim to the Surety (at the address described in Paragraph 13).
 - 5.2 Claimants who are employed by or have a direct contract with the Contractor have sent a Claim to the Surety (at the address described in Paragraph 13).
6. If a notice of non-payment required by Paragraph 5.1.1 is given by the Owner to the Contractor, that is sufficient to satisfy a Claimant's obligation to furnish a written notice of non-payment under Paragraph 5.1.1.
7. When a Claimant has satisfied the conditions of Paragraph 5.1 or 5.2, whichever is applicable, the Surety shall promptly and at the Surety's expense take the following actions:
 - 7.1 Send an answer to the Claimant, with a copy to the Owner, within sixty (60) days after receipt of the Claim, stating the amounts that are undisputed and the basis for challenging any amounts that are disputed; and
 - 7.2 Pay or arrange for payment of any undisputed amounts.
 - 7.3 The Surety's failure to discharge its obligations under Paragraph 7.1 or 7.2 shall not be deemed to constitute a waiver of defenses the Surety or Contractor may have or acquire as to a Claim, except as to undisputed amounts for which the Surety and Claimant have reached agreement. If, however, the Surety fails to discharge its obligations under Paragraph 7.1 or 7.2, the Surety shall indemnify the Claimant for the reasonable attorney's fees the Claimant incurs thereafter to recover any sums found to be due and owing to the Claimant.
8. The Surety's total obligation shall not exceed the amount of this Bond, plus the amount of reasonable attorney's fees provided under Paragraph 7.3, and the amount of this Bond shall be credited for any payments made in good faith by the Surety.
9. Amounts owed by the Owner to the Contractor under the Construction Contract shall be used for the performance of the Construction Contract and to satisfy claims, if any, under any construction performance bond. By the Contractor furnishing and the Owner accepting this Bond, they agree that all funds earned by the Contractor in the performance of the Construction Contract are dedicated to satisfy obligations of the Contractor and Surety under this Bond, subject to the Owner's priority to use the funds for the completion of the work.
10. The Surety shall not be liable to the Owner, Claimants, or others for obligations of the Contractor that are unrelated to the Construction Contract. The Owner shall not be liable for the payment of any costs or expenses of any Claimant under this Bond, and shall have under this Bond no obligation to make payments to or give notice on behalf of Claimants, or otherwise have any obligations to Claimants under this Bond.
11. The Surety hereby waives notice of any change, including changes of time, to the Construction Contract or to related subcontracts, purchase orders, and other obligations.
12. No suit or action shall be commenced by a Claimant under this Bond other than in a court of competent jurisdiction in the state in which the project that is the subject of the

Construction Contract is located or after the expiration of one year from the date (1) on which the Claimant sent a Claim to the Surety pursuant to Paragraph 5.1.2 or 5.2, or (2) on which the last labor or service was performed by anyone or the last materials or equipment were furnished by anyone under the Construction Contract, whichever of (1) or (2) first occurs. If the provisions of this paragraph are void or prohibited by law, the minimum period of limitation available to sureties as a defense in the jurisdiction of the suit shall be applicable.

13. Notice and Claims to the Surety, the Owner, or the Contractor shall be mailed or delivered to the address shown on the page on which their signature appears. Actual receipt of notice or Claims, however accomplished, shall be sufficient compliance as of the date received.
14. When this Bond has been furnished to comply with a statutory or other legal requirement in the location where the construction was to be performed, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.
15. Upon requests by any person or entity appearing to be a potential beneficiary of this Bond, the Contractor and Owner shall promptly furnish a copy of this Bond or shall permit a copy to be made.

16. Definitions

16.1 **Claim:** A written statement by the Claimant including at a minimum:

1. The name of the Claimant;
2. The name of the person for whom the labor was done, or materials or equipment furnished;
3. A copy of the agreement or purchase order pursuant to which labor, materials, or equipment was furnished for use in the performance of the Construction Contract;
4. A brief description of the labor, materials, or equipment furnished;
5. The date on which the Claimant last performed labor or last furnished materials or equipment for use in the performance of the Construction Contract;
6. The total amount earned by the Claimant for labor, materials, or equipment furnished as of the date of the Claim;
7. The total amount of previous payments received by the Claimant; and
8. The total amount due and unpaid to the Claimant for labor, materials, or equipment furnished as of the date of the Claim.

16.2 **Claimant:** An individual or entity having a direct contract with the Contractor or with a subcontractor of the Contractor to furnish labor,

materials, or equipment for use in the performance of the Construction Contract. The term Claimant also includes any individual or entity that has rightfully asserted a claim under an applicable mechanic's lien or similar statute against the real property upon which the Project is located. The intent of this Bond shall be to include without limitation in the terms of "labor, materials, or equipment" that part of the water, gas, power, light, heat, oil, gasoline, telephone service, or rental equipment used in the Construction Contract, architectural and engineering services required for performance of the work of the Contractor and the Contractor's subcontractors, and all other items for which a mechanic's lien may be asserted in the jurisdiction where the labor, materials, or equipment were furnished.

16.3 **Construction Contract:** The agreement between the Owner and Contractor identified on the cover page, including all Contract Documents and all changes made to the agreement and the Contract Documents.

16.4 **Owner Default:** Failure of the Owner, which has not been remedied or waived, to pay the Contractor as required under the Construction Contract or to perform and complete or comply with the other material terms of the Construction Contract.

16.5 **Contract Documents:** All the documents that comprise the agreement between the Owner and Contractor.

17. If this Bond is issued for an agreement between a contractor and subcontractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

City of ALACHUA THE LINDSEY BEECH COMMUNITY	To (Owner):				
	From (Contractor):				
	Contract:				
	Contractor's Project No.:				
	Engineer's Project No.:				
Contractor's Application for Payment No.		Application Date:			

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

Payment of: _____ (Line 8 or other - attach explanation of the other amount)	_____ (Engineer) (Date)
is recommended by: _____	
Payment of: _____ (Line 8 or other - attach explanation of the other amount)	_____ (Owner) (Date)
is approved by: _____	
Approved by: _____	_____ Funding Agency (if applicable) (Date)

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Change Order
No. _____

Date of Issuance: _____ Effective Date: _____

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

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

Description:

Attachments (list documents supporting change):

CHANGE IN CONTRACT PRICE:	CHANGE IN CONTRACT TIMES:
Original Contract Price: \$ _____	Original Contract Times: ☐ Working days ☐ Calendar days Substantial completion (days or date): _____ Ready for final payment (days or date): _____
[Increase] [Decrease] from previously approved Change Orders No. _____ to No. _____: \$ _____	[Increase] [Decrease] from previously approved Change Orders No. _____ to No. _____: Substantial completion (days): _____ Ready for final payment (days): _____
Contract Price prior to this Change Order: \$ _____	Contract Times prior to this Change Order: Substantial completion (days or date): _____ Ready for final payment (days or date): _____
[Increase] [Decrease] of this Change Order: \$ _____	[Increase] [Decrease] of this Change Order: Substantial completion (days or date): _____ Ready for final payment (days or date): _____
Contract Price incorporating this Change Order: \$ _____	Contract Times with all approved Change Orders: Substantial completion (days or date): _____ Ready for final payment (days or date): _____

RECOMMENDED:	ACCEPTED:	ACCEPTED:
By: _____ Engineer (Authorized Signature)	By: _____ Owner (Authorized Signature)	By: _____ Contractor (Authorized Signature)
Date: _____	Date: _____	Date: _____
Approved by Funding Agency (if applicable): _____		Date: _____

Certificate of Substantial Completion

Project:

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

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

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

Date of Substantial Completion

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

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

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

☐ Amended Responsibilities ☐ Not Amended

Owner's Amended Responsibilities:

Contractor's Amended Responsibilities:

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

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

Executed by Engineer _____ Date _____

Accepted by Contractor Date

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

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

MONITORING

In addition to reviews of audits conducted in accordance with 2 C.F.R. 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 Commerce staff, limited scope audits as defined by 2 C.F.R. part 200, as revised, and/or other procedures. By entering into this Agreement, the Subrecipient agrees to comply and cooperate with any monitoring procedures/processes deemed appropriate by Commerce. In the event Commerce determines that a limited scope audit of the Subrecipient is appropriate, the Subrecipient agrees to comply with any additional instructions provided by Commerce 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 a non-profit organization as defined in 2 C.F.R. part 200, as revised.

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

Additional Federal Single Audit Act resources can be found at:

<https://harvester.census.gov/facweb/Resources.aspx>

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, the Subrecipient must have a State single or project-specific audit for such fiscal year in accordance with section 215.97, F.S.; applicable rules of the Department of Financial Services; and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General. In determining the state financial assistance expended in its fiscal year, the Subrecipient shall consider all sources of state financial assistance, including state financial assistance received from Commerce, other state agencies, and other non-state entities. State financial assistance does not include Federal direct or pass-through awards and resources received by a non-state entity for federal program matching requirements.
2. In connection with the audit requirements addressed in Part II, paragraph 1, the 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) or 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, an audit conducted in accordance with the provisions of section 215.97, F.S., is not required. In the event that 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 non-state 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).

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

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

PART III: OTHER AUDIT REQUIREMENTS

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

N/A

PART IV: REPORT SUBMISSION

1. Copies of reporting packages, to include any management letter issued by the auditor, for audits conducted in accordance with 2 C.F.R. 200 Subpart F (Audit Requirements), as revised, and required by PART I of this Exhibit Agreement shall be submitted by or on behalf of the Subrecipient directly to each of the following at the address indicated:
 - A. Florida Department of Commerce
Financial Monitoring and Accountability (FMA)
The copy submitted to the FMA section should be sent via email to: FMA-RWB@commerce.fl.gov
 - B. The Federal Audit Clearinghouse designated in 2 C.F.R. 200 Subpart F (Audit Requirements), as revised, electronically at: <https://harvester.census.gov/facweb/>

2. Copies of audit reports for audits conducted in accordance with 2 C.F.R. 200 Subpart F (Audit Requirements), as revised, and required by Part I (in correspondence accompanying the audit report, indicate the date that the Subrecipient received the audit report); copies of the reporting package described in Section .512(c), 2 C.F.R. 200 Subpart F (Audit Requirements), as revised, and any management letters issued by the auditor; copies of reports required by Part II of this Exhibit must be sent to Commerce at the addresses listed in paragraph three (3) below.
3. Copies of financial reporting packages required by PART II of this Agreement shall be submitted by or on behalf of the Subrecipient directly to each of the following:

A. Commerce at the following address:

Electronic copies: Audit@commerce.fl.gov

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

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

Email Address: flaudgen_localgovt@aud.state.fl.us

4. Any reports, management letter, or other information required to be submitted to Commerce pursuant to this Agreement shall be submitted timely in accordance with 2 C.F.R. part 200 subpart F, section 215.97 F.S., and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, as applicable.
5. Subrecipients and Sub-subrecipients, when submitting financial reporting packages to Commerce for audits done in accordance with Chapter 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, should indicate the date that the reporting package was delivered to the Subrecipient/Sub-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 five (5) state fiscal years after all reporting requirements are satisfied and final payments have been received, or for a period of three (3) years from the date that Commerce closes out the CDBG program year(s) from which the funds were awarded by the U.S. Department of Housing and Urban Development, whichever period is longer, and shall allow Commerce, or its designee, the Chief Financial Officer (CFO), or Auditor General access to such records upon request. In addition, if any litigation, claim, negotiation, audit, or other action involving the records has been started prior to the expiration of the controlling period as identified above, the records shall be retained until completion of the action and resolution of all issues which arise from it, or until the end of the controlling period as identified above, whichever is longer. The Subrecipient shall ensure that audit working papers are made available to Commerce, or its designee, CFO, or Auditor General upon request for a period of five (5) years from the date the audit report is issued, unless extended in writing by Commerce.

**Section 3 Participation Report
(Construction Prime Contractor)**

Local Government: _____ CDBG Contract #: _____

This form must be completed by the prime contractor for any construction contract over \$100,000. Voluntary reporting for contracts under \$100,000 is encouraged.

Contractor's Name: _____

Contractor's DUNS Number: _____ Contract Amount: \$ _____

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

***Section 3 resident means:**

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

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



Small Cities Community Development Block Grant Program
Section 3 Participation Report
(Construction Subcontractor)

Form SC-53

Local Government: _____ CDBG Contract #: _____

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

Subcontractor's Name: _____

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

1. Does the business qualify as a "Section 3 Business Concern" because	
a) It is at least <u>51% owned</u> by Section 3 residents*, or	☐ Yes ☐ No
b) At least 30% of its <u>permanent full-time employees</u> are	
i) Currently Section 3 residents*, or	☐ Yes ☐ No
ii) Were Section 3 residents* within first three years of employment, or	☐ Yes ☐ No
2. Will the subcontractor be hiring any additional staff (office or field) for this project?	☐ Yes ☐ No
• If yes , what types of jobs (e.g., laborer, equipment operator) will be filled, and how many additional hires are estimated in each job type?	

***Section 3 resident** means:

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

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

73C-23.0051, FAC



Small Cities Community Development Block Grant Program
Documentation for Business Claiming Section 3 Status

Form SC-54

Name of Business: _____

DUNS Number of Business: _____

Address of Business: _____

Type of Business: ☐ Corporation ☐ Partnership
☐ Sole Proprietorship ☐ Joint Venture

Attached is the following documentation as evidence of our Section 3 status:

For a business claiming status as a Section 3 resident-owned enterprise.

☐ Copy of resident lease ☐ Copy of receipt of public assistance
☐ Copy of evidence of participation in a public assistance program ☐ Other evidence

For a business claiming Section 3 status by subcontracting 25 percent of the dollar amount awarded to qualified Section 3 businesses.

☐ List of Section 3 subcontractor(s) and subcontract amount(s).

For a business claiming Section 3 status based on at least 30 percent of their workforce currently qualifying as Section 3 residents or having been qualified as Section 3 eligible residents within three years of date of first employment with the business.

☐ List of all current full-time employees, and
☐ List of employees claiming Section 3 status and for each such employee:
☐ PHA/IHA Residential lease less than three years from date of employment, or
☐ Other evidence of Section 3 status less than three years from day of employment.

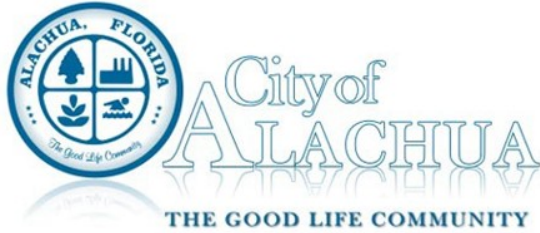
I certify that the above information is correct.

Signature

Type Name and Title

Date

Note: The local government shall maintain this form and supporting documentation in the CDBG project files for review during monitoring.



Commission Agenda Item

MEETING DATE: November 10, 2025

SUBJECT: Resolution 26-01: Amending the Fiscal Year 2024-2025 General Fund Budget; Authorizing the transfer and appropriation of \$101,964 from the General Fund Contingency to the City Commission, Human Resources, City Attorney, and Recreation and Culture departmental budgets.

PREPARED BY: Robert Bonetti

RECOMMENDED ACTION:

Adopt Resolution 26-01.

Summary

Finance and Administrative Services (FAS) performs an end of year review of actual receipts and expenditures for each fund and department as part of its end of year procedures. This review is intended to identify budget and expenditure variances in need of correction. As a result of this review, the FAS Department deems it necessary to transfer \$101,964 from the FY 2024-2025 General Fund Contingency budget in order to correct General Fund budget category variances. Florida Statutes allows for this type of budget adjustment up to 60 days after the close of the fiscal year.

Listed below is a breakdown of the budget and expenditure variances (including encumbered amounts) requiring corrective action:

- The General Fund Commission budget reflects an overage of \$1,854.54 in operating expenses. This overage is primarily due to additional expenses incurred to provide for training of our newest commission members with the Florida League of Cities (FLC).
- The General Fund Human Resources Department budget reflects an overage of \$7,021.85 in personal services and \$424.20 in operating expenses. This overage is primarily due to additional expenses related with the midyear addition of a staff person to address workload issues.
- The General Fund City Attorney budget reflects an overage of \$74,581.12 in operating expenses. This overage is primarily due to increased litigation expenditures.
- The General Fund City Recreation and Culture budget reflects an overage of \$18,079.04 in operating expenses. This overage is primarily due to temporary staffing costs of the summer recreation program.

In order to correct these variances, a resolution amending the City's FY 2024-2025 General Fund Budget is necessary.

FAS recommends the adoption of Resolution 26-01 amending the City's FY 2024-2025 budget. This action does not increase the FY 2024-2025 General Fund Budget. The General Fund contingency budget is reduced from \$240,019 to \$138,055.

The final overall FY 2024-2025 City Budget is \$68,954,933.

FINANCIAL IMPACT

ADDITIONAL FINANCIAL INFORMATION

COMMISSION GOALS

Funding Source - General Fund

ATTACHMENTS

1. Resolution 26-01
2. Resolution 26-01 Exhibit A

RESOLUTION 26-01

A RESOLUTION OF THE CITY OF ALACHUA, FLORIDA; AMENDING THE 2024-2025 GENERAL FUND BUDGET; AUTHORIZING THE TRANSFER AND APPROPRIATION OF \$101,964 FROM THE GENERAL FUND CONTINGENCY TO THE CITY COMMISSION, HUMAN RESOURCES, CITY ATTORNEY, AND RECREATION AND CULTURE DEPARTMENTAL BUDGETS; PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City Commission desires to transfer funds in the amount of \$101,964 from the General Fund contingency to eliminate the budget variances in the Fiscal Year 2024-2025 Budget; and,

WHEREAS, the City Commission desires use these funds to correct variances within the City Commission, Human Resources, City Attorney, and the Recreation and Culture departmental budgets;

NOW THEREFORE BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF ALACHUA, FLORIDA:

SECTION 1. The Fiscal Year 2024-2025 budget is amended as set forth in the budget amendment attached hereto as Exhibit A.

SECTION 2. The City Manager and Finance and Administrative Services Director are directed to transfer \$101,964 from the General Fund Contingency for appropriation within the City Commission, Human Resources, City Attorney, and Recreation and Culture departmental budgets as set forth in the budget amendment attached hereto as Exhibit A.

SECTION 3. That this resolution shall take effect immediately upon its adoption.

DULY ADOPTED in regular session, this 10th day of November, 2025.

**CITY COMMISSION OF THE
CITY OF ALACHUA, FLORIDA**

Walter Welch, Mayor

SEAL

ATTEST:

Rodolfo Valladares, Interim City Manager/Clerk

CITY OF ALACHUA
BUDGET AMENDMENT / BUDGET TRANSFER

#	FUND NAME	DEPARTMENT NAME	ACCOUNT NAME	ACCOUNT NUMBER	REVENUES (+/-)	EXPENSES (+/-)
1	General Fund	Special Expense	Contingency	001-590.0400-509.9099		(101,964.00)
2	General Fund	City Commission	Training & Education	001-511.0100-503.5500		1,855.00
3	General Fund	Human Resources	Salaries	001-513.0720-501.1200		7,022.00
4	General Fund	Human Resources	Operating Supplies	001-513.0720-503.5200		425.00
5	General Fund	City Attorney	Litigation	001-514.0300-503.3102		74,582.00
6	General Fund	Recreation	Summer Rec Program	001-572.4100-503.4930		18,080.00
7						
8						
9						
10						
11						
12						
13						
14						
15						
NOTE: TO INCREASE REVENUE OR EXPENSE = POSITIVE NUMBER, TO DECREASE REVENUE OR EXPENSE = NEGATIVE NUMBER.					0.00	0.00
USE WHOLE DOLLARS ONLY.					COMBINED TOTAL	0.00

Purpose: Appropriate budget pursuant to Resolution 26-01.

APPROVED BY: _____

FINANCE AND ADMINISTRATIVE SERVICES DIRECTOR

DATE

APPROVED BY: _____

CITY MANAGER

DATE