

COLUMBIA COUNTY BOARD OF COUNTY COMMISSIONERS
COLUMBIA COUNTY PROJECT NUMBER **2019-01**
Plantation Park Roadway and Water Main Construction

NOTICE TO CONTRACTORS

Notice is hereby given that sealed bids will be received in the Columbia County Manager's office until **2:00 P.M.** on **April 9**, 2019, for Columbia County Project No. **2019-01** This office is located on the second floor of the Courthouse Annex at 135 Hernando Avenue, Room 203 Lake City FL 32055.

This project consists of the construction of a new paved two lane roadway along the existing alignment for a total of 1874 LF. This project will also consist of construction of 7038 LF of 12" water main, 2355 LF of 8" water main, service laterals and connections, side drains and cross drains with end treatments, and grassing all disturbed areas.

Scope of work includes clearing and grubbing, trench excavation, water main construction, grading, stabilizing, limerock base, asphaltic concrete, driveway improvements, culverts, grassing, erosion control, and incidental items.

The Bid Forms and Construction specifications may be obtained from the County's web site at <http://www.columbiacountyfla.com/PurchasingBids.asp>. Deadline for questions regarding specifications and/or bid documents must be received before **2:00 P.M.** on **April 5**, 2019.

The successful bidder will be required to furnish a 5% bid bond with bid submittal, and if selected, furnish the County Manager with a 100% performance and 100% payment bond, and proof liability insurance prior to commencing work.

The Columbia County Commission reserves the right to reject any or all bids and to add to the contract or delete from the contract to stay within their funding capabilities.

Columbia County Board of County Commissioners

Ronald Williams, Chairman

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The undersigned, as bidder, hereby declares that he has examined the contract documents and informed himself fully in regard to all conditions pertaining to the work to be done; that he has examined the specifications for the work and other contract documents relative thereto; and that he has satisfied himself relative to the work to be performed.

The bidder agrees, if this bid is accepted, to contract with the Columbia County Board of County Commissioners to furnish everything necessary to complete the work covered by this bid and other contract documents for the Columbia County Board of County Commissioners. The Contractor assumes full responsibility for all quantities used in his/her bid. The contractor shall coordinate his construction with all proposed utilities on the site.

	ITEM	UNIT	QUANTITY	UNIT COST	TOTAL
1	Mobilization	LS	1		
2	Maintenance of Traffic	LS	1		
3	12" Water Main - c900 including restraints	LF	7038		
4	12" Gate Valve with Box	EA	19		
5	8" Water Main - c900 including restraints	LF	2355		
6	8" Gate Valve with Box	EA	6		
7	Fire Hydrant Assembly	EA	8		
8	12"x12"x8" Tee	EA	2		
9	12"x12"x12" Tee	EA	2		
10	8"x8"x8" Tee	EA	1		
11	8"x6" adapter	EA	1		
12	Service Lateral (1")	EA	9		
13	Double Service Lateral (1.5")	EA	8		
14	12" x 12.25 degree bend	EA	2		
15	12" x 22.5 degree bend	EA	2		
16	8" x 12.25 degree bend	EA	1		
17	8" x 22.5 degree bend	EA	4		
18	8" x 90 degree bend	EA	3		
19	Testing (Pressure and BacT)	LS	1		
20	As built survey	LS	1		
21	Asphaltic Conc. SP 12.5 structural	TN	373		
			BASE TOTAL:		

Because of funding restraints, the County may self perform the following items. However, the County desires the Contractor to perform the following items if budget allows.

	ITEM	UNIT	QUANTITY	UNIT COST	TOTAL
A1	Silt Fence	LF	3000		
A2	Borrow	CY	1000		
A3	Subsoil Excavation	CY	362		
A4	Limerock Base(6")	SY	4746		
A5	Turnout Construction	SY	5700		
A6	Commercial Stablizing Material	CY	251		
A7	Stablizing Roadway and Shoulder	SY	6328		
A9	Seed and Mulch	LS	1		
A10	Sod	SY	1582		
A11	Retroreflective Pavement Markings	EA	200		
A12	Painted Pavement Markings	LS	1		
A13	Cross Drain, 14"x23" ERCP	LF	96		
A14	Side Drain 15"x24" ABCCMP	LF	572		
A15	Mitered End Section (18")	EA	30		
A16	Sign Single Post	EA	7		
				ALTERNATE BID:	
				Contractor Signature	

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PAY ITEM NOTES

Item 2 - Shall include all elements required per FDOT standards and include temporary centerline/stop bar delineation at all non working times, stationing/offsets, and any edge of pavement reclamation where required.

Item 3 – Includes required restraints, locator wire, warning tape and miscellaneous appurtenances

Item 5 - Includes required restraints, locator wire, warning tape and miscellaneous appurtenances

Item 11 - Shall be placed at all disturbed areas not sodded, as directed by the engineer.

Item 12 - Includes connection to 8" water main, and 1" tubing to existing metered location

Item 13 - Includes connection to 8" water main, and 1.5" tubing to existing metered locations

Item 20 – This item is for the Water Extension and service laterals only and shall be signed and sealed by a Professional Surveyor and Mapper certified by the State of Florida. This is separate from the Contractor required redlined as-builts per the Contract

Item 21 – Includes placement of SP 12.5 @ +/-165 lb/sy.

Item A1 - Shall be placed at all areas of potential stormwater runoff as directed by the Engineer.

Item A5 – Includes 8" compacted subgrade, 6" limerock base and 165 lbs/sy SP 12.5

Item A7 – Includes all construction layouts required, scarifying, shaping, shoulder clipping, compacting, finishing, and priming for placement of asphalt and sod.

Item A10 –Includes cost to place 42" sod strip along edge of pavement and in areas directed by the engineer.

Item A12 - Shall include striping the roadway back to existing layout and shall include stop bars at all stop conditions, centerline/edgeline striping (2 coats each), and RPM's throughout.

ALL ITEMS MAY BE INCREASED, DECREASED, OR OMITTED AS DIRECTED BY THE ENGINEER.

ALL PIPE LENGTHS ARE MEASURED FROM OUTER END OF MES TO OUTER END OF MES.

ALL MATERIALS AND CONSTRUCTION SHALL CONFORM TO BOTH THE REQUIREMENTS OF THE LATEST FDOT STANDARD SPECIFICATIONS FOR ROAD AND BRIDGE CONSTRUCTION AND THE LATEST FDOT DESIGN STANDARDS.

ALL INCIDENTAL WORK INCLUDED IN THESE ITEMS. ALL UNIT PRICE AND TOTAL SPACES MUST BE FILLED IN TO CORRELATE WITH EACH ITEM

Company Name: _____ **(SEAL)**

Auth. Company Representative:

Printed Name

Signature

Attested By:

Printed Name

Signature

Total Bid Amount: _____ **Date** _____

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GENERAL REQUIREMENTS

I. General

This project consists of the construction of a new paved two lane roadway along the existing alignment for a total of 1874 LF. This project will also consist of construction of 12" water main, 8" water main, service laterals and connections, side drains and cross drains with end treatments, and grassing all disturbed areas

II. Contract Time

The contract time shall be 120 calendar days from the date of contract execution. The contractor will be required to return executed contract to Ray Hill, Columbia County purchasing director and Chad Williams, Columbia County Engineer, within 14 days of Board approval. Time can be extended by mutual agreement of both parties. Liquidated damages shall be \$1,665.00 per day. No work is allowed on Saturdays, Sundays, and/or County designated holidays.

Underground utility lines may require adjustment. Contractor will coordinate with utility company. Once clearing and grubbing is complete, contractor may experience a delay for utility relocates. Contractor shall coordinate with Columbia County to ensure water customers remain tied into County water system until constructed water main is cleared and placed into service.

Contractor shall provide a construction schedule with the bid package detailing time frames/lines showing how the project will be constructed. The schedule will be taken into consideration in the bid review process and bids submitted without the schedule could be reason for a bid to not receive full consideration.

If Alternate Bid is not chosen, and that work is performed by the County, the Contractor shall perform all 8" Water main and service connections, and all miscellaneous work for the utility construction along SW Kimdale Loop and SW Stratford Ct immediately. The County will then perform the alternate bid items and coordinate with the Contractor for asphaltic paving operations within 60 days of Utility construction completion.

III. Construction and Materials

All construction methods and materials shall conform to the requirements of the latest edition of the Florida Department of Transportation Design Standards and Florida Department of Transportation Standard Specifications for Road and Bridge Construction.

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IV. Maintenance of Traffic

Contractor shall provide Maintenance of Traffic and it shall conform to the requirements of the latest edition of the Florida Department of Transportation Design Standards.

Flagging will be required and only one traffic lane may be closed between the hours of 8:30 A.M. to 4:30 P.M. only.

All construction signage shall be provided by the contractor.

V. Compensation

Payment shall be made on a monthly basis on work completed with 10% retainage.

Purchasing Department – General Instructions to Bidders

These instructions will bind bidders and conditions herein set forth, except as specifically qualified in special bid and contract terms issued with any individual bid.

1. The following criteria are used in determining low responsible bidder:
 - A. The ability, capacity and skill of bidder to perform required service.
 - B. Whether the bidder can perform service promptly or within specified time.
 - C. The character, integrity, reputation, judgment, experience and efficiency of bidder.
 - D. The performance of previous contracts with Columbia County.
 - E. The suitability of equipment or material or county use.
 - F. The ability of bidder to provide future maintenance
2. Payment Terms are net (30) unless otherwise specified. Favorable terms, discounts, may be offered and will be considered in determining low bids if they are deemed by Purchasing Department to be advantageous to the County.
3. All bids should be tabulated, totaled and checked for accuracy. All blanks on Bid Proposal sheet shall be filled in and unit price will prevail in case of errors.
4. All requested information shall be included in the envelope. All desired information must be included for your bid to receive full consideration.
5. If anything on the bid request is not clear, you should contact the Purchasing Director immediately.
6. A bidders list is available at the Purchasing Office.
7. Quote all prices F.O.B. our warehouse or as specified in bid documents.
8. Each proposal shall be clearly marked on the outside of the envelope including Fed Ex, UPS or

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other delivery service envelopes, as a sealed bid. The name of the item being bid shall be shown on the outside in full.

9. No responsibility shall attach to any County representative or employee for the premature opening of bids not properly addressed or identified.
10. If only one (1) bid is received, the bid may be rejected and re-advertised or excepted if determined to be in the counties best interest.
11. Bids received late will not be accepted, and the County will not be responsible for late mail delivery.
12. Telephone and facsimile bids will not be acceptable in formal bid openings (sealed bids). Should a bid be misplaced by the County and found later, it will be considered. Any bidder may request and shall receive a receipt showing the day and time any bid is delivered to the appropriate office of the County from the personnel thereof.
13. Bids requiring bid bonds will not be accepted if bond is not enclosed. Cash or certified check will be accepted in lieu of bond except on construction projects where cost exceeds \$40,000.
14. All bidders must be recognized dealers in the materials or equipment specified and is qualified to advise in their application or use. A bidder at any time requested must satisfy the Purchasing Office and the County Manager that he has the requisite organization, capital, plant, stock ability and experience to satisfactorily execute the contract in accordance with the provisions of the contract in which he is interested.
15. Any alterations, erasures, additions, or admissions of required information or any changes to specifications or bidding schedule are done at the risk of the bidder. Any bid will be rejected that has a substantial variation, that is; a variation that affects price, quantity, and quality or delivery date (when delivery is required by a specific time).
16. When requested, samples will be furnished to the County free of expense, properly marked for identification and accompanied by a list where there is more than one (1) sample. The County reserves the right to mutilate or destroy any sample submitted whenever it may be to the best interest of the County to do so for the purpose of testing.
17. The County will reject any material, supplies or equipment that did not meet the specifications, even though the bidder lists the trade names or names of such material on the bid or price quotation form.
18. The unauthorized use of patented articles is done entirely at the risk of the successful bidder.
19. The ESTIMATED QUANTITY given in the specifications or advertisements is for the purpose of bidding only. The County may purchase more or less than the estimated quantity and the vendor must not assume that such estimated quantity is part of the contract.
20. Only the latest model equipment as evidenced by the manufacture's current published literature will be considered. Obsolete models of equipment not in production will not be acceptable. The equipment shall be composed of new parts and materials. Any unit containing used parts or having seen any service other than the necessary tests will be rejected. In addition to the equipment

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specifically called for in the specification, all equipment catalogued by the manufacturer as standard or required by the State of Florida

shall be furnished with the equipment. Where required by the State of Florida Motor Vehicle Code, vehicles shall be inspected and bear the latest inspection sticker of the Florida Department of Revenue.

21. Prospective bidders are required to examine the location of the proposed work or delivery and determine, in their own way, the difficulties, which are likely to be encountered in the prosecution of the same.
22. All materials, equipment and supplies shall be subject to rigid inspection, under the immediate supervision of the Purchasing Department, its designee and /or the department to which they are delivered. If defective material, equipment, or supplies are discovered, the contractor, upon being instructed by the Purchasing Department or designee, shall remove, or make good such material, equipment, or supplies without extra compensation. It is expressly understood and agreed that the inspection of materials by the County will in no way lessen the responsibility of the Contractor release him from his obligation to perform and deliver to the County Sound and satisfactory materials, equipment, or supplies. The Contractor agrees to pay the costs of all tests upon defective material, equipment, or supplies or allow the costs to be deducted from any monies due him from the County.
23. Unless otherwise specified by the Purchasing Department all materials, supplies, or equipment quoted herein must be delivered within thirty (30) days from the day of notification or exceptions noted on bid sheets.
24. A contract will not be awarded to any corporation, firm, or individual who is, from any cause, in arrears to the County or who has failed in former contracts with the County to perform work satisfactorily, either to the character of the work, the fulfillment or guarantee, or the time consumed in completing the work.
25. Reasonable grounds for supposing that any bidder is interested in more than one proposal for the same item will be considered sufficient cause for rejection of all proposals in which he is interested.
26. Submitting a proposal when the bidder intends to sublet the contract may be a cause for rejection of bids or cancellation of the contract by the County Manager.
27. Unless otherwise specified the County reserves the right to award each items separately or on a lump sum basis whichever is in the best interest of the County.
28. The County reserves the right to reject any and/or all quotations, to waive any minor discrepancies in the bids for all bidders equally, quotations, or specifications, when deemed to be in the best interest of the County and also to purchase any part, all or none of the materials, supplies, or equipment specified.
29. Failure of the bidder to sign the bid or have the signature of an authorized representative

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or agent on the bid proposal in the space provided will be cause for rejection of the bid. Signature must be written in ink. Typewritten or printed signatures will not be acceptable.

30. Any bidder may withdraw his bid at any time before the time set for the opening of the bids. No bid may be withdrawn in the thirty- (30) day period after bids are opened.

31. It is mutually understood and agreed that if at any time the Purchasing Department or designee shall be of the opinion that the contract or any part thereof is unnecessarily delayed or that the rate of progress or delivery is unsatisfactory, or that the contractor is willfully violating any of the conditions or covenants of the agreement, or executing the same in bad faith, the Purchasing Department or his designee shall have the power to notify the aforesaid contractor of the nature of the complaint. Notification shall constitute delivery of notice, or letter to address given in the proposal. If after three (3) working days of notification the conditions are not corrected to the satisfaction of the Purchasing Director, he shall thereupon have the power to take whatever action he may deem necessary to complete the work or delivery herein described, or any part thereof, and the expense thereof, so charged, shall be deducted from any paid by the County out of such monies as may become due to the said contractor, under and by virtue of this agreement. In case such expense shall exceed the last said sum, then and in that event, the bondsman or the contractor, his executors, administrators, successors, or assigns, shall pay the amounts of such excess to the County on notice made by the Purchasing Department or his designee of the excess due.

32. N/A.

33. Any complaint from bidders relative to the invitation to bid or attached specifications shall be made prior to the time of opening bids; otherwise, the bidder waives any such complaint.

34. Contracts may be cancelled by the County with or without cause on thirty- (30) days advance written notice.

35. N/A.

36. Any bidder affected adversely by an intended decision with respect to the award of any bid, shall file with the Purchasing Department for Columbia County, a written notice of intent to file a protest not later than seventy-two (72) hours (excluding Saturdays,

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Sundays and legal holidays), after the posting of the bid tabulation. Protest procedures may be obtained in the Purchasing Department.

37. A person or affiliate who has been placed on the convicted vendor's list following a conviction for a public entity crime may not submit a bid on a contract to provide any goods or services to Columbia County, may not submit a bid on a contract with Columbia County for the construction or repair of a public building or public work, may not submit bids on leases of real property to Columbia County, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with Columbia County, and may not transact business with Columbia County for a period of 36 months from the date of being placed on the convicted vendor list.
38. Vendor/Contractor shall utilize the U.S. Department of Homeland Security's E-Verify system, in accordance with the terms governing use of the system, to confirm the employment eligibility of;
 - A. all persons employed by the Vendor/Contractor during the term of the Contract to perform employment duties within Florida; and
 - B. all persons, including subcontractors, assigned by the Vendor/Contractor to perform work is pursuant to the contract with the County.
39. Contractor shall register online at <http://www.columbiacountyfla.com/PurchasingBids.asp> for this specific project. All addendums are delivered via email through this website, and it is the contractor's responsibility to ensure all addendums are used in the bid submittal.
40. Any existing materials demolished within county right of way may be retained by Columbia County.

**COLUMBIA COUNTY
COMMUNITY DEVELOPMENT BLOCK GRANT
NEIGHBORHOOD REVITALIZATION**

**FUNDED BY THE FLORIDA DEPARTMENT OF ECONOMIC
OPPORTUNITY (FDEO)**

Grant Construction Contract Requirements

CDBG No. 17DB-OJ-03-22-01-N16

2017 CDBG Neighborhood Revitalization

**Labor, Wage, Sign, MBE/WBE Goals and Other Grant-Specific
Requirements**



For more information contact:

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15000 Citrus Country Drive, Suite 331
Dade City, Florida 33523
www.guardiancrm.com

OVERVIEW OF CONTRACTOR REQUIREMENTS

A) DAVIS BACON AND OTHER WAGE/LABOR REQUIREMENTS

- **Certified Payrolls** – sample provided – required with pay request – must cover pay period – “no activity” reports are required when no work occurs
- **Labor Interviews** – Conducted randomly by Guardian for **all employees & sub employees** – **contractor must notice Guardian in writing 72 hours before subs on site**
- **Authorization to Make Deductions** – use form provided for prime and subs
- **Subcontractors – Payroll and Authorizations Apply – Prime Responsible**
- **When Classification is Not Covered** - Additional Classifications – Use Form Provided – **Discuss w/ Guardian First**
- Refer to Wage Determination – Before Payroll
- Call When in Doubt
- Notice to Employees w/ **Wage Decision Must be Posted in Visible Place**

B) MBE/WBE HIRING EFFORTS AND DOCUMENTATION

- Refer to Supplemental Conditions and MBE/WBE Goals
- Must Show Evidence of Solicitation of Minority/Women Owned Subcontractors and Suppliers
 - Forms of Evidence:
 - **Subcontractor and vender list with MBE/WBE Firms**
 - Ad and or emails and or letters return/receipt soliciting MBE Firms
 - Similar documentation with approval – call us

C) PAY ESTIMATES/REQUESTS

- Review by Owner/Engineer & Administrator Before Approval
- Payrolls and Authorizations Matching Period Required Before Approval

D) CHANGE ORDERS

- All Parties Must Approve

E) DISCLOSURE OF SUBCONTRACTORS REQUIRED

- List Showing Services Provided, Contact Name, Address, Phone, Fax, and Contract Amount for Each
- Provide copy to Guardian and when there are changes

F) CDBG SUPPLEMENTAL CONDITIONS

- Termination for Convenience
- Federal Acts and Laws Affecting the Work
- Binding these Requirements to the Agreement

G) ADDITIONAL SPECIFIC REQUIREMENTS FOR CONTRACTOR/SUBCONTRACTOR

- WMBE Solicitations
- Section 3 Solicitations
- E-Verify

H) CDBG SIGN REQUIREMENTS (OPTION TO POST WAGE DECISIONS, NOTICES HERE)

I) SECTION 3 REQUIREMENTS

- Complete report even if all negative (no Section 3 Beneficiaries)
- The Prime can be a Section 3 business if local with local employees
- Section 3 LMI Beneficiaries live/conduct business in service area – local lower income **employees or local subs with 30% of employees local can be Section 3 it is important to consult w/Guardian and report**

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Subcontracting Requirements

Specific Requirements for Subcontractors

- (A)** The Owner is responsible for ensuring that the contractor(s) cause(s) appropriate provisions to be inserted in all subcontracts to bind subcontractors to all CDBG contract requirements.
- (B)** Each subcontractor must agree to comply with all applicable Federal, State, and local requirements in addition to those set forth in this section.
- (C)** Work performed by any contractor listed as debarred, ineligible, suspended or indebted to the United States from contractual dealings with Federal government departments will be ineligible for reimbursement wholly or partially from CDBG.
- (D)** All subcontracts in excess of \$10,000 shall include, or incorporate by reference, the equal opportunity clause of Executive Order 11246 (see page 46).
- (E)** All subcontracts must contain a nondiscrimination clause.
- (F)** Each subcontract must contain a requirement for compliance with the Davis-Bacon and related acts (see page 46).
- (G)** Each subcontractor must submit weekly payroll records and a weekly statement of compliance. These documents should be submitted to the prime contractor. The subcontractor can satisfy this requirement by submitting a properly executed Department of Labor Form WH-347.
- (H)** Each subcontract with every subcontractor must contain a clause committing the subcontractor to employment of local labor to the maximum extent possible.

Labor Standards Overview

A. OVERVIEW

1. The Davis-Bacon Act (DBA) applies to all construction contracts over \$2,000, unless the programs authorizing legislation contains exceptions.
 - a. The DBA requires that all workers or mechanics working on covered projects be paid minimum hourly wages and fringe benefits according to the wage decision(s) applicable to that contract.
 - b. Work done by a local government's own employees (force account) is not subject to DBA.
 - c. If **any** portion of a contract requires DBA, then all work performed under that contract is subject to DBA.
 - d. In the CDBG program, only rehabilitation of residential property containing less than 8 units is exempt from DBA.
2. Additionally, contractors must comply with the Contract Work Hours and Safety Standards Act (CWHSSA) and the Copeland (Anti-Kickback).
 - a. The CWHSSA requires that, for any project in which the prime contract exceeds \$100,000, workers be paid one and one-half times their normal hourly rate for any hours worked in excess of 40 hours weekly, based on a workweek of seven consecutive days.
 - b. The Copeland Act prohibits any person from inducing a worker, on a federally funded project, to give up any part of the compensation to which the worker is entitled.

B. WAGE DECISIONS

1. Under DBA, construction work is categorized as Residential, Building, Heavy, Water and Sewer, or Highway work. Each construction contract to which DBA applies must contain the wage decision for the appropriate category (or categories) based on the work required by the contract.
2. A separate wage decision for a category is not required if the value of work (as bid) in that category does not exceed 20% of the total "as bid" construction cost. (Note that the actual bid cost, not the estimated cost, determines whether a separate wage decision is used.)
3. If more than one wage decision is used, the payrolls must reflect which wage decision is applicable unless all workers are paid at least the highest hourly rate possible under either wage decision.

C. LOCAL GOVERNMENT MONITORING DURING CONSTRUCTION

1. During project construction, the local government or its representative will monitor compliance with the DBA, CWHSSA, and Copeland Act by reviewing payrolls of the contractor and all subcontractors.
2. The DBA applies to laborers and mechanics working on any project when the prime contract exceeds \$2,000.
 - a. The DBA does not apply to supervisory staff, provided at least 80% of their time during the work week is spent performing supervisory tasks. Otherwise, they are subject to the DBA during that workweek.

- b. "Self-employed owners" are not exempt from the DBA and must submit a payroll report reflecting the hours worked on the project, the type of work being performed, and that they are the owner. Hourly rates do not need to be reported if this information is not known, but the amount of the subcontract should be indicated.
 - c. "Supply" contracts are also not subject to the DBA. (A supply contract furnishes only equipment, materials or supplies which involves no or only "incidental" construction at the project site. Construction is "incidental" if it does not exceed 13% of the contract or subcontract price and there is documentation to support this.
3. During project construction, the local government or its representative will also conduct interviews with the contractor's and subcontractors' workers to verify the accuracy of the payrolls.
- a. Interviews must cover a representative sample (between 15% and 20%) of each classification used by the contractor/subcontractor.
 - b. On-site interviews will be conducted whenever possible, but mail interviews may be conducted if on-site interviews cannot be performed.
 - c. Any discrepancies between the interviews and payrolls must be resolved in a timely manner which, to the extent possible, shields the identity of the worker(s) involved.
4. If a contractor/subcontractor is required to pay a cumulative total of more than \$100 in back wages during the contract period, the local government is required to submit an enforcement report to FDEO.
- a. Any corrective actions by a contractor must be documented in the project files. For back wages over \$10, there must be a copy of the front of the wage restitution check and a signed acknowledgment from the worker that the check was received, including the amount received.
 - b. If there are overtime violations, the local government must assess liquidated damages of \$10 per day per worker who should have received overtime but did not.

D. FDEO MONITORING

1. The FDEO will typically monitor when construction is between 60-80% complete.
2. During monitoring, special attention is given to the following areas:
 - a. payrolls, particularly from subcontractors, are being submitted and reviewed in a timely manner;
 - b. all classifications are included in the wage decision or have been conformed/added with FDEO/DOL approval;
 - c. any helper/trainee/apprentice classifications are in accordance with regulations for these titles;
 - d. signed authorizations are on file for any worker with "other" deductions;
 - e. interviews have been conducted with workers of the prime contractor and any subcontractors;
 - f. if more than one decision was used, the payrolls distinguish which wage decision is being used for each worker; and
 - g. the wage decision is posted in a conspicuous location at the project site.

E. TYPICAL LABOR STANDARDS MONITORING PROBLEMS

1. Inappropriate use of “apprentice”, “trainee”, and “helper” classifications.
2. Use of a classification which is not in the wage decision or is vague (“operator”).
3. Failure to obtain subcontractor payrolls.
4. Lack of signed authorizations for workers with “other” deductions.
5. Lack of interviews, including not covering enough classifications or not interviewing subcontractors.
6. “Salaried” workers covered by DBA not treated as an hourly worker for regular and overtime purposes.
7. Using one wage decision when two are required based on value of work in each category.
8. If two wage decisions are used, and workers are not paid the higher hourly rate possible for that classification, payrolls fail to reflect which wage decision(s) is applicable to which worker.
9. Whenever owner works on site, it must be reflected in a payroll time sheet. Title must also reflect working title, such as electrician, plumber, etc.

Common Questions Regarding Davis-Bacon

Common Questions Regarding Davis Bacon

The wage determination applicable to my project does not contain a class of workers which is needed to complete construction. Can a worker classification and wage rate be added to an existing wage determination? After contract award, a contractor shall submit to the owner, the addition of any needed classification of laborers or mechanics not listed in the wage determination, together with the proposed wage rates and fringe benefits conformable to the wage determination. Such an action requires the concurrence of the employees or their representative and the owner, and the Wage and Hour Division of the U.S. Department of Labor (USDOL) must approve of the action. An additional classification action is not valid unless the USDOL Department had approved it. If a dispute exists, the matter must be referred to the Wage and Hour Division for resolution, together with the view of all interested parties and the recommendation of the owner.

The owner shall require that any class of laborers or mechanics which is not listed in the wage determination and which is to be employed under the contract be classified in conformance with the wage determination. The owner will approve the classification and the proposed wage rate and fringe benefits only when the following criteria have been met:

- The work to be performed by the classification requested is not performed by any classification in the wage determination; and
- The classification is utilized in the area by the construction industry; and
- The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination; and
- There is evidence of agreement on the classification and proposed wage rate among the parties involved; and
- The request does not involve wage rates for apprentices or trainees.

If the officer believes that these criteria are not met, the classification or wage rate may not be approved but shall be referred to the Wage and Hour Division for resolution of dispute.

All conformance notices submitted to USDOL will be responded to in writing within 30 days of receipt. These responses either approve or deny the request or inform the submitting agency that additional time will be required. Failure to receive a response does not constitute approval. If a response is not received, the Wage and Hour Division must be contacted directly. Every conformance request is analyzed to verify that the criteria for approval are complied with.

How do workers on a construction site know that a project is covered by the Davis-Bacon Act? How do they know the prevailing wage to which they are entitled? The wage determination (including any additional classifications and wage rates conformed) and a Davis-Bacon poster (WH-1321) must be posted at all times by the contractor and its subcontractors at the site of the work in a prominent and accessible place where it can be easily seen. The WH-1321 poster may be obtained at no charge from offices of the Wage and Hour Division.

Once construction has begun, are the workers' wage rates affected when the wage determination for the area in which the project is located is changed? As a general rule, the wage determination incorporated into a bid solicitation and related contract award establishes the minimum wage rates and fringe benefits which must be paid for the entire term of the contract.

Is it possible for more than one wage schedule to apply to contract specifications? Construction projects are generally classified as either Building, Heavy, Highway or Residential for purposes of issuing wage determinations. Wage schedules for one or more of these construction categories may have application to construction items contained in a proposed construction project. Guidelines for the selection of proper wage schedules are set forth in All Agency Memoranda Nos. 130 (March 17, 1978) and 131 (July 14, 1978). Any questions regarding the application of these guidelines to a particular project, or any disputes regarding the application of the wage schedules issued for the various construction categories are to be referred to the Wage and Hour Division, together with relevant information, including a complete description of the project and area practice.

As the owner, what is my obligation when the wage determinations applicable to a construction project contain multiple wage schedules? It is the responsibility of the owner to advise contractors which schedule shall be applied to the various construction items in the bid specifications. Because of the complexities in the application of multiple schedules (see Question 4 above), the owner should consult with the Wage and Hour Division to resolve any questions.

Can apprentices, trainees, and/or helpers work on project covered by the Davis-Bacon or related Acts and what wage rates must they be paid? A person employed 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 a person in the 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 properly certified to be eligible for probationary employment as an apprentice may work on such projects.

Trainees employed must be persons registered in construction occupation under a program which has been approved in advance by the U.S. Department of Labor, Employment and Training Administration, as meeting its standards for on-the-job training programs and which have been so certified by that Administration. Note that information on wage rates paid to apprentices and trainees is not solicited nor do the wage determinations issued include apprenticed classifications. Similarly, their addition through the additional classification procedure (conformance) is neither necessary nor appropriate. On projects funded by the Federal Aid Highway Act, apprentices and trainees certified by the Secretary of Transportation are not covered by Davis-Bacon labor standards.

The proper wage rates to be paid to apprentices and trainees are those specified by the particular programs in which they are enrolled, expressed as a percentage of the journeyman rate on the wage determination. In the event employees reported as apprentices or trainees on a covered project have not been properly registered within the meaning of the Regulations and the contract stipulations, or are utilized at the job site in excess of the ratio to journeymen permitted under the approved program, they must be paid the applicable wage rates for laborers and mechanics employed on the project performing the kind or classification of work they actually performed, regardless of work classifications which may be listed on the submitted payrolls and regardless of their level of skill.

Under existing regulations, helper classifications are not listed in wage determinations or approved as an additional classification unless certain criteria are present: 1) the use of helpers is an established prevailing practice; 2) the duties of the helper are clearly defined and distinct from the duties of the journeyman classification; 3) their duties are distinct from the duties of the laborers, and 4) the "helper" is not synonymous with "trainee" in an informal training program. Helpers can only be employed on a Davis-Bacon project at wage rates less than those specified for a given craft classification if the applicable wage determination lists a prevailing wage for a particular helper classification or if the particular helper classification has been approved as an additional classification. In the event employees, improperly classified as helpers regardless of their level of skill, are employed on a covered project, they must be paid the applicable wage rates for laborers and mechanics employed on the project performing the kind or classification of work they actually performed.

What wage rates must be paid to supervisory employees (foreman, general foremen, superintendents, etc.) employed on a covered project? The wage rates for bona fide supervisory employees are not regulated under the Davis-Bacon and related Acts since their duties are primarily administrative or executive in nature rather than those of laborers or mechanics. However, such employees who devote more than 20 percent of their time during a workweek to mechanic or laborer duties are laborers and mechanics for the time so spent and must be paid the appropriate wage rates specified in the wage determination. Employees who are bona fide executive, administrative, or professional employees as defined under the Fair Labor Standards Act at 29 CFR Part 541 are not covered by the Davis-Bacon Act.

What records shall contractors and subcontractors submit to the owner? Each contractor and subcontractor performing construction work on the project shall submit copies of their payroll records for employees working on the project as soon as practicable after each payroll. It is the responsibility of the prime contractor to include a copy of the Davis-Bacon wage determination in each construction subcontract and to ensure that subcontractors submit payroll records.

What is the responsibility of the owner for monitoring contractor and subcontractor compliance with Davis-Bacon requirements? The owner shall ensure that the wage determination is posted at the job site and that payroll records are submitted on a timely basis.

Payroll records should be reviewed to verify that the minimum wage rates for each classification are being paid. Random private interviews of a few employees of the prime contractor and each on-site subcontractor should be conducted monthly to determine type of work performed, classification, and hourly rate. Answers should be verified for agreement with payroll records. If payroll records or interviews indicate that minimum rates possibly are not being paid or that employee classification may be inappropriate based on work performed, the owner should contact the nearest Wage and Hour Division office for possible further investigation by that office.

Please clarify the “in whole or in part” application of the Davis-Bacon Act regulations to construction contracts. The Davis-Bacon Act will apply to a contract if two conditions are met. First, the contract amount must exceed \$2000. This amount is for the total contract, not just that portion involving federal funds. Second, the contract work must be subject to the Davis-Bacon Act by the authorizing legislation of the federal programs involved. If a construction contract involves more than one federal program, the applicability of the Davis-Bacon Act under each federal program must be reviewed. If the Davis-Bacon Act is applicable under one program, then the entire contract must comply with the Act's requirements even if that program's portion of the total contract cost is very small. Also, please note that the Davis-Bacon Act regulations use only the term “contract.” Confusion arises from the use of “contract” and “project” interchangeably. The Davis-Bacon Act applies to contracts. A project may have more than one contract. It is possible that the Davis-Bacon Act will apply to one contract but not another, based on the two-part test described above.

In monitoring for overtime, is the local government required to determine hours worked by an employee on other projects? The local government cannot require the contractor to submit payroll information from other projects. If the payroll being reviewed shows that an employee did not work more than 40 hours in the week, overtime is not an issue.

OTHER IMPORTANT DAVIS BACON DETAILS

1. The DOL will not consider any “helper” classifications, apparently due to no funding for staff needed to do this. A contractor should not even bother to submit a request for the “helper” classification. (If the worker does not qualify for classification as “apprentice” or “trainee,” the most likely option is to use the full “trade” classification unless the contractor can show that another classification, such as “laborer,” is more appropriate. But a “laborer” should not be using specialized tools of a trade.)
2. For deductions requiring DOL approval, DOL typically responds in just a few days and approval is usually given if 29 CFR 3 is met. Once a type of deduction is approved, the approval is good for one year for all federally-funded projects by the contractor.
3. Payroll deductions, beyond those listed in the regulation (29 CFR 3) as “permissible with USDOL approval,” may still be made without USDOL approval if the deductions do not reduce the worker's pay (including any applicable fringe) below the minimum in the wage decision.
4. A worker's pay is considered to be in compliance with the wage decision if the total of hourly rate and any fringe benefits received equals at least the total minimum amount in the wage decision, regardless of the distribution between cash hourly rate and fringe benefits. (Example: If a wage decision requires \$6 per hour and no fringe benefits, employer is in compliance by paying \$5 hourly in cash and \$1 in fringe benefits.)
5. A contractor's work week must be seven consecutive days. This is to preclude a contractor from changing his work week in a way to avoid overtime.
6. Owners are not exempt from the Davis-Bacon Act if they work on the project site.

Notice to Employees

The following “NOTICE TO ALL EMPLOYEES”
MUST be posted on the Job Site

NOTICE TO ALL EMPLOYEES

Working on Federal or Federally Financed Construction Projects

MINIMUM WAGES

You must be paid not less than the wage rate in the schedule posted with this Notice for the kind of work you perform.

OVERTIME

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

APPRENTICES

Apprentice rates apply only to apprentices properly registered under approved Federal or State apprenticeship programs.

PROPER PAY

If you do not receive proper pay, contact the Contracting Officer listed below:

David Kraus
Risk Manager
Columbia County
(386) 623-6320

or you may contact the nearest office of the Wage and Hour Division, U.S. Department of Labor. The Wage and Hour Division has offices in several hundred communities throughout the country. They are listed in the U.S. Government section of most telephone directories under: U.S. Department of Labor Employment Standards Administration.



**First Wage Decision
(Davis Bacon Requirement)
(INSERTED AFTER
FDEO ISSUES)**

Form Required to Add an Additional Classification to the Wage Decision

Employee/Employer Wage-Scale Agreement

Grantee: **Columbia County**

Date: _____

Contract No: **17DB-OJ-03-22-01-N16**

Construction Contract Execution Date: _____

Wage Decision: _____

Project Description: **2015 CDBG Improvements**

Whereas, Columbia County has been unable to obtain a specific wage rate from the Department of Labor (DOL)/Department of Economic Opportunity (FDEO), in the wage decision for this project for the classification of Heavy or Highway, and because it also appears that there are no readily available similar positions that could be reclassified under the initial wage decision, and whereas 29 CFR Part 5.5 (a)(l)(ii) allows the rate for a classification under these circumstances to be set by mutual agreement among the employee(s), the employer, and the jurisdiction, subject to approval by HUD/DOL;

Therefore by mutual consent the parties and persons signed below agree to an hourly rate of \$_____ and fringe benefit rate of \$_____ (may be included in hourly rate), for the above classification while acknowledging full compliance with all other federal labor standards requirements.

Employee

Employer (If Corporation, must be Officer)

Date

Date

Local Government Official

Date

Note: Use one form for each affected employee.

Authorization to Make Deductions (Form)

NOTE: The contractor is required to maintain a copy of this authorization form for EVERY DEDUCTION other than those for Federal and State withholding taxes and Federal social security taxes. The only exception is that of court ordered deductions. In this case, a copy of the court order must be on file.

This form need only be completed once for all payroll periods. If, however, any new deductions occur, a new form must be completed.

AUTHORIZATION TO MAKE OTHER DEDUCTIONS

I, _____, hereby authorize my employer, _____, to make deductions, not otherwise listed as permissible deductions in 29 CFR, on wages earned while employed on the following project:

PROJECT NUMBER: **17DB-OJ-03-22-01-N16**

PROJECT NAME: **2015 CDBG Improvements**

PROJECT LOCATION: **Columbia County**

These deductions are voluntary and are authorized for the purpose of

_____ not to exceed (\$ _____).
amount

Employee

Witness

Date

Date

PERMISSIBLE PAYROLL DEDUCTIONS

The following payroll deductions may be made without requesting approval from the State of Florida (employee authorization or other documentation may still be required, however. Please consult with your program administrator on all payroll deductions.):

- (a) Any deduction made in compliance with the requirements of Federal, State, or local law, such as Federal or State withholding income taxes and Federal social security taxes.
- (b) Any deduction of sums previously paid to the employee as a bona fide prepayment of wages when such prepayment is made without discount or interest. A "bona fide prepayment of wages" is considered to have been made only when cash or its equivalent has been advanced to the person employed in such manner as to give him complete freedom of disposition of the advanced funds.
- (c) Any deduction of amounts required by court process to be paid to another, unless the deduction is in favor of the contractor, subcontractor, or any affiliated person, or when collusion or collaboration exists.
- (d) Any deduction constituting a contribution on behalf of the person employed to funds established by the employer or representatives of employees, or both, for the purpose of providing either from principal or income, or both, medical or hospital care, pensions or annuities on retirement, death benefits, compensation for injuries, illness, accidents, sickness, or disability, or for insurance to provide any of the foregoing, or unemployment benefits, vacation pay, savings accounts, or similar payments for the benefit of employees, their families and dependents: (1) The deduction is not otherwise prohibited by law; (2) it is either: (I) voluntarily consented to by the employee in writing and in advance of the period in which the work is to be done and such consent is not a condition either for the obtaining of or for the continuation of employment, or (ii) provided for in a bona fide collective bargaining agreement between the contractor or subcontractor and representatives of its employees; (3) no profit or other benefit is otherwise obtained, directly or indirectly, by the contractor or subcontractor or any affiliated person in the form of commission, dividend, or otherwise; and (4) the deduction shall serve the convenience and interest of the employee.
- (e) Any deduction contributing toward the purchase of United States Savings bonds when voluntarily authorized by the employee.
- (f) Any deduction requested by the employee to enable him to repay loans to or to purchase shares in credit unions organized and operated in accordance with Federal and State credit union statutes.
- (g) Any deduction voluntarily authorized by the employee for the making of contributions to Community Chests, United Givers Funds, and similar charitable organizations.
- (h) Any deduction voluntarily authorized by the employee for the making of contributions to governmental or quasi-governmental agencies, such as the American Red Cross.
- (i) Any deductions to pay regular union initiation fees and membership dues, not including fines or special assessments: Provided, however, that a collective bargaining agreement between employee provided for such deductions and the deductions are not otherwise prohibited by law.
- (j) Any deduction not more than for the "reasonable cost" of board, lodging, or other facilities meeting the requirements of section 3 (M) of the Fair Labor Standards Act of 1938, as amended, and Part 531 of Title 29, Code of Federal Regulations. When such a deduction is made, the additional records required under Section 516.27 (a) of Title 29, Code of Federal Regulations, shall be kept.

**Certificate from Contractor Appointing
Officer or Employee to Supervise Payment
of Employees (Form)**

**CERTIFICATE FROM CONTRACTOR APPOINTING OFFICER OR EMPLOYEE
TO SUPERVISE PAYMENTS OF EMPLOYEES**

Project Name: **2015 CDBG Improvements**

Date: _____

Location: **Columbia County**

Project No.: **17DB-OJ-03-22-01-N16**

(I) (We) hereby certify that (I am) (we are) (the prime contractor) (the subcontractor) for

_____ in connection with construction of
(Specify "General Construction," "Plumbing," "Roofing," etc.)

the above-mentioned Project, and that (I) (we) have appointed _____,

whose signature appears below, to supervise the payment of (my) (our) employees beginning

_____, 20____: That he/she is in a position to have full knowledge of

the facts set forth in the payroll documents and in the statement of compliance required by the so-called

Kick-Back Statue which he is to execute with (my) (our) full authority and approval until such time as (I)

(we) submit to the _____ a new certificate appointing
(Administering agency – County)

some other person for the purposes herein above stated.

(Identifying Signature of Appointee)

Attest (if required):

(Name of Firm or Corporation)

(Signature)

By: _____
(Signature)

(Title)

(Title)

NOTE: This certificate must be executed by an authorized officer of a corporation or by a member of a partnership, and shall be executed prior to and be submitted with the first payroll. Should the appointee be changed, a new certificate must accompany the first payroll for which the new appointee executes a statement of compliance required by the Kick-Back Statue.

Sample Payroll Form

PAYROLL
(For Contractor's Optional Use; See Instruction, Form WH-347 Inst.)

NAME OF CONTRACTOR <input type="checkbox"/>			OR SUBCONTRACTOR <input type="checkbox"/>			ADDRESS													
PAYROLL NO.			FOR WEEK ENDING			PROJECT AND LOCATION			PROJECT OR CONTRACT NO.										
(1) NAME, ADDRESS, AND SOCIAL SECURITY NUMBER OF EMPLOYEE	(2) NO. OF WITHHOLD ING EXEMPTIO NS	(3) WORK CLASSIFICATION	O T · O R S T ·	(4) DAY AND TIME							(5) TOTAL HOURS	(6) RATE OF PAY	(7) GROS AMOUNT EARNED	(8) DEDUCTIONS				(9) NET WAGES PAID FOR WEEK	
				HOURS WORKED EACH DAY										FICA	WITH- HOLDIN G TAX	OTHER	TOTAL DEDUCT IONS		
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U.S. DEPARTMENT OF LABOR
Wage and Hour Division

INSTRUCTIONS FOR COMPLETING THE PAYROLL FORM, WH-347

General: The use of WH-347, payroll form, is not mandatory. This form has been made available for the convenience of contractors and subcontractors required by their Federal or Federally-aided construction-type contracts and subcontracts to submit weekly payrolls. Properly filled out, this form will satisfy the requirements of Regulations, Parts 3 and 5 (29 CFR, Subtitle A) as to payrolls submitted in connection with contracts subject to the Davis-bacon and related Acts.

This form meets needs resulting from the amendment of the Davis-Bacon Act to include fringe benefits provisions. Under this amended law, the contractor is required to pay not less than fringe benefits as predetermined by the Department of Labor, in addition to payment of not less than the predetermined rates. The contractor's obligation to pay fringe benefits may be met either by payment of the fringes to the various plans, funds, or programs or by making these payments to the employees as cash in lieu of fringes.

This payroll provides for the contractor's showing in the face of the payroll all monies paid to the employees, whether as basic rates or as cash in lieu of fringes and provides for the contractor's representation in the statement of compliance on the rear of the payroll of payment to others of fringes required by the contract and not paid as cash on lieu of fringes. Detailed instructions concerning the preparation of the payroll follow:

Contractor or Subcontractor: Fill in your firm's name and check appropriate box.

Address: Fill in your firm's address.

Column 1 - Name, Address, and Social Security number of Employee: The employee's full name and Social Security number must be shown on each weekly payroll submitted. The employee's address must also be shown on the payroll covering the first week in which the employee works on the project. The address need not be shown on subsequent weekly payrolls unless the address changes.

Column 2 - Withholding Exemptions: This column is merely inserted for the employer's convenience and is not a requirement of Regulations, parts 3 and 5.

Column 3 - Work Classifications: List classification descriptive of work actually performed by employees. Consult classifications and minimum wage schedule set forth in contract specification. If additional classification is deemed necessary, see Contracting Officer or Agency representative. Employee may be shown as having worked in more than one classification provided accurate breakdown of hours so worked is maintained and shown on submitted payroll by use of separate line entries.

Column 4 - Hours Worked: On all contracts subject to the Contract Work Hours and Safety Standard Act enter as overtime hours all hours worked in excess of 40 hours a week. (Section 1241(a), Public Law 99-145 (99 Stat. 734) eliminated language applying the statutory overtime requirements to a workday of eight hours, effective January 1, 1986.)

Column 5 - Total: Self-explanatory.

Column 6 - Rate of Pay, including Fringe Benefits: In straight time box, list actual hourly rate paid the employee for straight time worked plus any cash in lieu of fringes paid the employee. When recording the straight time hourly rate, any cash paid in lieu of fringes may be shown separately from the basic rate, e.g., \$5.00/.50. This is of assistance in correctly computing overtime. See "Fringe Benefits" below. Payment of not less than time and one-half the basic or regular rate paid is required for overtime under the Contract Work Hours and Safety Standards Act. In addition to paying not less than the predetermined rate for the classification in which the employee works, the contractor shall pay to approved plans, funds, or programs or shall pay as cash in lieu of fringes amounts predetermined as fringe benefits in the wage decision made part of the contract. See "FRINGE BENEFITS" below.

FRINGE BENEFITS - Contractors who pay all required fringe benefits: A contractor who pays fringe benefits to approved plans, funds, or programs in amounts not less than were determined in the applicable wage decision of the Secretary of Labor shall continue to show on the face of the payroll the basic cash hourly rate and overtime rate paid to employees just as has always been done. Such a contractor shall check paragraph 4(a) of the statement on the reverse of the payroll to indicate payment of approved plans, funds, or programs not less than the amount predetermined as fringe benefits for each craft. Any exceptions shall be noted in Section 4(c).

Contractors who pay no fringe benefits: A contractor who pays no fringe benefits shall pay to the employee and insert the straight time hourly rate column of the payroll, an amount not less than the predetermined rate of each classification plus the amount of fringe benefits determined for each classification in the applicable wage decision. Inasmuch as it is not necessary to pay time and a half on cash and paid in lieu of fringes, the overtime rate shall not be less than the sum of the basic predetermined rate, plus the half-time premium on basic or regular rate, plus the required cash in lieu of fringes at the straight time rate. In addition, the contractor shall check paragraph 4(b) of the statement on the reverse of the payroll to indicate payment of fringe benefits in cash directly to the employees. Any exceptions shall be noted in Section 4(c).

Use of Section 4(c), Exceptions

Any contractor who is making payment to approved plans, funds, or programs in amounts less than the wage determination requires is obliged to pay the deficiency directly to the employees as cash in lieu of fringes. Any exceptions to Section 4(a) or 4(b), whichever the contractor may check, shall be entered in Section 4(c). Enter in the Exception column the craft, and enter in the Explanation column the hourly amount paid as cash in lieu of fringes and the hourly amount paid to plans, funds, or programs as fringes. The contractor shall pay, and shall show the payment to each such employee for all hours (unless otherwise provided by applicable determination) worked on Federal or Federally assisted project an amount not less than the predetermined rate plus cash in lieu of fringes as shown in Section 4(c). The rate paid and amount of cash paid in lieu of fringe benefits per hour should be entered in column 6 on the payroll. See paragraph on "Contractors who pay no fringe benefits" for computation of overtime rate.

Column 7 - Gross Amount Earned: Enter gross amount earned on this project. If part of the employee's weekly wage was earned on projects other than the project described on this payroll, enter in column 7 first the amount earned on the Federal or Federally assisted project and then the gross amount earned during the week on all projects.

Column 8 - Deductions: Five columns are provided for showing deductions made. If more than five deductions should be involved, use first 4 columns; show the balance of deductions under "Other" column; show actual total under "Total Deductions" column; and in the attachment to the payroll describe the deductions contained in the "Other" column. All deductions must be in accordance with the provisions of the Copeland Act Regulations, 29 CFR Part 3. If the employee worked on other jobs in addition to this project, show actual deductions for the weekly gross wage, but indicate that deductions are based on the gross wages.

Column 9 - Net Wages Paid for Week: self-explanatory.

Totals - Space has been left at the bottom of the columns so that totals may be shown if the contractor so desires.

Statement Required by Regulations, Parts 3 and 5: While this form need not be notarized, the statement on the back of the payroll is subject to the penalties provided by 18 U.S.C. 1001, namely, possible imprisonment for 5 years or \$10,000.00 fine or both. Accordingly, the party signing this required statement should have knowledge of the facts represented as true.

Space has been provided between items (1) and (2) of the statement for describing deductions made. If all deductions made are adequately described in the "Deduction" column above, state "See Deductions column in this payroll." See paragraph entitled "FRINGE BENEFITS" above for instructions concerning filling our paragraph 4 of the statement.

Section 3 Questions and Forms

Section 3 - Economic Opportunities

What is Section 3?

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

Download Section 3 information from HUD's website: <http://www.hud.gov/offices/fheo/section3/section3.cfm>

How does Section 3 promote self- sufficiency?

Section 3 is a starting point to obtain job training, employment and contracting opportunities. From this integral foundation coupled with other resources comes the opportunity for economic advancement and self-sufficiency.

- Federal, state and local programs
- Advocacy groups
- Community and faith-based organizations

How does Section 3 promote homeownership?

Section 3 is a starting point to homeownership. Once a Section 3 resident has obtained employment or contracting opportunities they have begun the first step to self-sufficiency.

Who are Section 3 residents?

Section 3 residents are:

- Public housing residents or
- Persons who live in the area where a HUD-assisted project is located and who have a household income that falls below HUD's low-mod income limits.

Determining Income Levels

- Low income is defined as 80% or below the median income of that area.
- Very low income is defined as 50% or below the median income of that area.

What is a Section 3 business concern?

A business that:

- Is 51 percent or more owned by Section 3 residents;
- Employs Section 3 residents for at least 30 percent of its full-time, permanent staff; or
- Provides evidence of a commitment to subcontract to Section 3 business concerns, 25 percent or more of the dollar amount of the awarded contract.

What programs are covered?

Section 3 applies to HUD-funded Public and Indian Housing assistance for development, operating, and modernization expenditures.

Section 3 also applies to certain HUD-funded Housing and Community Development projects that complete housing rehabilitation, housing construction, and other public construction.

What types of economic opportunities are available under Section 3?

- **Job training**
- **Employment**
- **Contracts**

Any employment resulting from these expenditures, including administration, management, clerical support, and construction, is subject to compliance with Section 3.

Examples of Opportunities include:

- Accounting
- Architecture
- Appliance repair
- Bookkeeping
- Bricklaying
- Carpentry
- Carpet Installation
- Catering
- Cement/Masonry
- Computer/Information
- Demolition
- Drywall
- Electrical
- Elevator Construction
- Engineering
- Fencing
- Florists
- Heating
- Iron Works
- Janitorial
- Landscaping
- Machine Operation
- Manufacturing
- Marketing
- Painting
- Payroll Photography
- Plastering
- Plumbing
- Printing Purchasing
- Research
- Surveying
- Tile setting
- Transportation
- Word processing

Section 3 is a provision of the Housing and Urban Development (HUD) Act of 1968 that promotes local economic development, neighborhood economic improvement, and individual self-sufficiency.

The **Section 3** program requires that recipients of certain HUD financial assistance, to the greatest extent possible, provide job training, employment, and contract opportunities for low- or very-low income residents in connection with projects and activities in their neighborhoods.

More about Section 3:

- 24 CFR 135
- Section 3 Summary Report

Requirement of the Florida Small Cities and Disaster Recovery CDBG Programs

Any recipient of CDBG funds that has an open grant must report Section 3 activities to the Department by July 31 each year using the Section 3 Summary Report form. The reports received from grant recipients will be summarized by the Department and submitted to HUD with the Annual Performance Report. The following information may assist you in completing the Section 3 Summary Report form:

- Section 3 persons are individuals from households with low or very low income. The Section 8 income limits are used to define low income. Section 3 is “race and gender” neutral.
- If CDBG funds are used for one of the covered activities – housing rehab, housing construction or public construction – a report must be completed.
 - If the funds awarded to a contractor are under \$200,000, no activity needs to be reported. If the funds awarded to a subcontractor are under \$100,000, no activity needs to be reported.
 - If a local government hires an employee that will have any oversight or administrative responsibilities relating to the covered activities, the local government should report Section 3 activity.
- A permanent employee may be an employee hired for full time work on a temporary basis or an employee hired for full time work on the job site whether temporary or permanent.
- Grant recipients and the contractors they work with should attempt to provide employment opportunities to Section 3 persons or businesses when possible. (Job announcements, bid language, etc., may reference that priority will be given to Section 3 persons or businesses.)
 - Grant recipients are not required to set numerical goals nor are they required to have a Section 3 plan. This, however, does not exempt a local government from the requirement to attempt to make economic opportunities available for Section 3 persons or businesses within the area.
- The area or jurisdiction is typically the county or the region surrounding the work to be paid for with CDBG funding OR the county or region nearest to the address of the recipient. Grant recipients may want to give preference to Section 3 individuals or businesses having the same zip code as a way of show preference.
- Grant recipients will have to work closely with contractors in order to be able to report on Section 3 activities. The Department provides a form that contractors may complete to provide information regarding their Section 3 activities.
- When contractors submit bids, they should state whether or not it will be necessary for them to employ additional workers. If a contractor believes that additional employees may be necessary, they should indicate in the bid that they will give preference to hiring low income persons within the area.
- Individuals who have been receiving public assistance may meet the definition of Section 3.

- Any contract reported on the Contractual Obligations and Minority Business Enterprise report that is reflected as a Section 3 business should be reported on during the fiscal year in which the contract was awarded.
- The exclusion for minor rehab does not typically apply to CDBG since the housing unit is usually brought up to the local building code. Minor rehab consists of replacing broken windows, fixing a leaking roof, and other such repairs.



Section 3 Participation Report (Construction Prime Contractor)

April, 2015

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	<input type="checkbox"/> Yes <input type="checkbox"/> No
b) At least 30% of its <u>permanent full-time employees</u> are	
i) Currently Section 3 residents*, or	<input type="checkbox"/> Yes <input type="checkbox"/> No
ii) Were Section 3 residents* within first three years of employment, or	<input type="checkbox"/> Yes <input type="checkbox"/> No
c) Will at least 25% (dollar value) of construction subcontracts (no material/supplies/equipment vendors unless they are also installing same) be to businesses meeting (a) or (b) above?	<input type="checkbox"/> Yes <input type="checkbox"/> 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? <input type="checkbox"/> Yes <input type="checkbox"/> No	
<ul style="list-style-type: none"> • 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.



Section 3 Participation Report (Construction Subcontractor)

April, 2015

Local Government: _____ CDBG Contract #: _____

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

Subcontractor's Name: _____

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

1. Does the business qualify as a "Section 3 Business Concern" because	
a) It is at least <u>51% owned</u> by Section 3 residents*, or	<input type="checkbox"/> Yes <input type="checkbox"/> No
b) At least 30% of its <u>permanent full-time employees</u> are	
i) Currently Section 3 residents*, or	<input type="checkbox"/> Yes <input type="checkbox"/> No
ii) Were Section 3 residents* within first three years of employment, or	<input type="checkbox"/> Yes <input type="checkbox"/> No
2. Will the subcontractor be hiring any additional staff (office or field) for this project?	
<input type="checkbox"/> Yes <input type="checkbox"/> No	
<ul style="list-style-type: none"> • 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.

Debarment Certification



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

April, 2015

Recipient: _____ Contract Number: _____

Name of Company Selected as a Prime Contractor: _____

DUNS Number: _____

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

Authorized Signature

Date

Name Typed

Title

Street Address

City, State, Zip

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



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

April, 2015

Recipient: _____ Contract Number: _____

Name of Subcontractor: _____

DUNS Number: _____

Lower Tier Covered Transactions

- (1) The prospective lower tier participant certifies, by submission of this document, that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.
- (2) Where the prospective lower tier participant is unable to certify to the above statement, the prospective participant shall attach an explanation to this form.

Authorized Signature

Date

Name Typed

Title

Street Address

City, State, Zip

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

CDBG 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) 1. Termination (Cause and Convenience)
- (2) 2. Access to Records
- (3) 3. Retention of Records
- (4) 4. Remedies
- (5) 5. Environmental Compliance (Clean Air Act and Clean Water Act)
- (6) 6. Energy Efficiency
- (7) 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)
- (8) 11. Guidance to Contractor for Compliance with Labor Standards Provisions
- (9) 12. E-Verify

=====

1. Termination (Cause and Convenience)

- A. This contract may be terminated in whole or in part in writing by either party in the event of substantial failure by the other party to fulfill its obligations under this contract through no fault of the terminating party, provided that no termination may be 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 I(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 Economic Opportunity, the U.S. Department of Housing and Urban Development, the Comptroller General of the United States, the Chief Financial Officer of the State of Florida, the Auditor General of the State of Florida, the Florida Office of Program Policy Analysis and Government Accountability, and any of their duly authorized representatives, shall have access to any books, documents, papers, and records of the contractor which are directly pertinent to this contract for the purpose of making audit, examination, excerpts, and transcriptions.

3. Retention of Records

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

4. Remedies

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

5. Environmental Compliance

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

6. Energy Efficiency

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

7. Special Equal Opportunity Provisions

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

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

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

- (1) The contractor shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The contractor shall take affirmative action to ensure that applicants for employment are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to, the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship.
- (2) The contractor shall post in conspicuous places, available to employees and applicants for employment, notices to be provided by Contracting Officer seeking forth the provisions of this nondiscrimination clause. The contractor shall state that all qualified applicants be considered without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.

(3) Contractors shall incorporate foregoing requirements in all subcontracts.

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

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

- (1) The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of this nondiscrimination clause.
- (2) The contractor will, in all solicitations or advancements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.
- (3) The contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the contractor's legal duty to furnish information."
- (4) The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the agency contracting officer, advising the labor union or workers' representative of the contractor's commitments under Section 202 of Executive Order No. 11246 of September 24, 1965, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- (5) The contractor will comply with all provisions of Executive Order No. 11246 of Sept. 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
- (6) The contractor will furnish all information and reports required by Executive Order No. 11246 of September 24, 1965, and by the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the contracting agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
- (7) In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of such rules, regulations, or orders, this contract may be cancelled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts in accordance with procedures authorized in Executive Order No. 11246 of Sept. 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order No. 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
- (8) The contractor will include the provisions of paragraphs (1) through (7) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to Section 204 of Executive Order No. 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as may be directed by the Secretary of Labor as a means of enforcing such provisions including sanctions for noncompliance: Provided, however, that in the event the contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a

result of such direction, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

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

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

Female participation: 6.9% (statewide)

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

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

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

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

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

- (a) The equal opportunity clause published at 41 CFR 60-1.4(a) of this chapter is required to be included in, and is part of, all nonexempt Federal contracts and subcontracts, including construction contracts and subcontracts. The equal opportunity clause published at 41 CFR 60-1.4(b) is required to be included in, and is a part of, all nonexempt federally assisted construction contracts and subcontracts. In addition to the clauses described above, all Federal contracting officers, all applicants and all 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;
 - 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 non-segregated 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 original, religion or sex be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity funded in whole or in part with funds made available under this title.

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

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

- (2) The parties to this contract agree to comply with HUD's regulations in 24 CFR Part 135, which implement Section 3. As evidenced by their execution of this contract, the parties to this contract certify that they are under no contractual or other impediment that would prevent them from complying with the Part 135 regulations.
- (3) The contractor agrees to send to each labor organization or representative of workers with which the contractor has a collective bargaining agreement or other understanding, if any, a notice advising the labor organization or workers' representative of the contractor's commitments under this Section 3 clause and will post copies of the notice in conspicuous places at the work site where both employees and applicants for training and employment positions can see the notice. The notice shall describe the Section 3 preference, shall set forth minimum number and job titles subject to hire, availability of apprenticeship and training positions, the qualifications for each; and the name and location of the person(s) taking applications for each of the positions; and the anticipated date the work shall begin.
- (4) The contractor agrees to include this Section 3 clause in every subcontract subject to compliance with regulations in 24 CFR Part 135, and agrees to take appropriate action, as provided in an applicable provision of the subcontract or in this Section 3 clause, upon a finding that the subcontractor is in violation of the regulations in 24 CFR Part 135. The contractor will not subcontract with any subcontractor where the contractor has notice or knowledge that the subcontractor has been found in violation of the regulations in 24 CFR Part 135.
- (5) The contractor will certify that any vacant employment positions, including training positions, that are filled (1) after the contractor is selected but before the contract is executed, and (2) with persons other than those to whom the regulations of 24 CFR Part 135 require employment opportunities to be directed, were not filled to circumvent the contractor's obligations under 24 CFR Part 135.
- (6) Noncompliance with HUD's regulations in 24 CFR Part 135 may result in sanctions, termination of this contract for default, and debarment or suspension from future HUD assisted contracts.
- (7) With respect to work performed in connection with Section 3 covered Indian housing assistance, section 7(b) of the Indian Self-Determination and Education Assistance Act (25 USC 450e) also applies to the work to be performed under this contract. Section 7(b) requires that to the greatest extent feasible (i) preference and opportunities for training and employment shall be given to Indians, and (ii) preference in the award of contracts and subcontracts shall be given to Indian organizations and Indian-owned Economic Enterprises. Parties to this contract that are subject to the provisions of section 3 and section 7(b) agree to comply with Section 3 to the maximum extent feasible, but not in derogation of compliance with section 7(b).

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

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

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

Additional Specific Requirement for Contractors/Subcontractors – Sec 3 solicitations

As noted elsewhere in this document, the U.S. Department of Housing and Urban Development (HUD) and the Florida Department of Economic Opportunity (FDEO) consider the hiring of Section 3 individuals (either low or very-low income persons according to HUD guidelines) as an extremely important goal of all Community Development Block Grant (CDBG) funded projects. Thus, during monitoring visits, DEO will expect to find documentation from both prime contractor and subcontractors that effort was made to reach Section 3 individuals for any new hiring for this CDBG-funded project. OneStop Career Center offices are an excellent resource to use in reaching out to find possible Section 3 hires. Local offices can be found on the web at: <http://careercenteroffices.com/state/FL.html>. Again, you must document your contacts with this or any other employment office that you might use. Make copies of and keep all emails pertaining to your communications with these employment offices. Also, make copies for the grantee. Any questions concerning this requirement can be directed to your grant contact at the local government or the grantee's consultant. On occasion, individuals living in the area of the project may contact you or your employees at the project site. If you do hire such individuals, just make a memorandum for the files describing the circumstances, such as when and who was contacted and date hired. There is also a Section 3 self-certification form that will be required. Contact your grantee or the consultant.

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.

Additional Specific Requirement for Contractor/Subcontractors – WMBE solicitations

The State of Florida Department of Economic Opportunity (FDEO) has advised in its recent monitorings that the grantee and its contractors and subcontractors are required to solicit for woman and minority businesses (WMBE) when hiring for Community Development Block Grant (CDBG) activities. Additionally, FDEO has advised that the State has a website that has lists of WMBE certified firms by County that should be used when this solicitation is carried out. FDEO has also advised that the grantee, contractors and subcontractors should use not only the list for the County in which the project is taking place but all adjoining counties as well. Following this page, you will find that list. You are advised to use this list to create a mass-mailing email to send your Invitation to Bid/Request for Proposal or whatever document you use to advise firms that you have a project that you are looking for firms to bid on. You should require a return reply and keep a copy of the sent email and replies. Copies should also be sent to the grantee. Any questions concerning this requirement can be directed to your grant contact at the local government or the grantee's consultant.

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 asset 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.

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 \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in subparagraph (1) of this paragraph.
- (3) Withholding for unpaid wages and liquidated damages. HUD or its designee shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contract, or any other Federally-assisted contract subject to the Contract Work Hours and Safety Standards Act , which is held by the same prime contractor such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in subparagraph (2) of this paragraph.
- (4) Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clauses set forth in subparagraph (1) through (4) of this paragraph and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in subparagraphs (1) through (4) of this paragraph.

C. Health and Safety

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

11. Guidance to Contractor for Compliance with Labor Standards Provisions

A. Contracts with Two Wage Decisions

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

B. Complying with Minimum Hourly Amounts

- (1) The minimum hourly amount due to a worker in each classification is the total of the amounts in the "Rates" and "Fringe Benefits" (if any) columns of the applicable wage decision.
- (2) The contractor may satisfy this minimum hourly amount by any combination of cash and bona fide fringe benefits, regardless of the individual amounts reflected in the "Rates" and "Fringe Benefits" columns.

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

C. Overtime

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

D. Deductions

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

E. Classifications Not Included in the Wage Decision

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

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

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

F. Supervisory Personnel

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

G. Sole Proprietorships/Independent Contractors/Leased Workers

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

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

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

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

H. Apprentices/Helpers

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

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

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

12. E-Verify

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

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

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

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

http://www.uscis.gov/sites/default/files/USCIS/Verification/E-Verify/E-Verify_Native_Documents/MOU_for_E-Verify_Employer.pdf

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

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

Additional Specific Requirement for Contractors/Subcontractors – Employment Eligibility Verification

Executive Order 11-116, signed May 27, 2011, by the Governor of Florida, requires Department of Economic Opportunity (DEO) contracts in excess of nominal value to expressly require recipients to utilize the U.S.

Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by recipient during the Agreement term. All prime contracts under the Agreement also requires that contractors and subcontractors performing work or providing services pursuant to the Agreement utilize the E-Verify system to verify the employment eligibility of all new employees hired by the contractors and subcontractors during the term of the contract.

E-Verify is an Internet-based system that allows an employer, using information reported on an employee's Form I-9, Employment Eligibility Verification, to determine the eligibility of all new employees hired to work in the United States after the effective date of the required Memorandum of Understanding (MOU). There is no charge to employers to use E-Verify. The Department of Homeland Security's E-Verify system can be found at:

<https://www.dhs.gov/e-verify>

If recipient does not have an E-Verify MOU in effect, recipient must enroll in the E-Verify system prior to hiring any new employee after the effective date of the Agreement.

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)	

LIST OF MBE FIRMS BY COUNTY

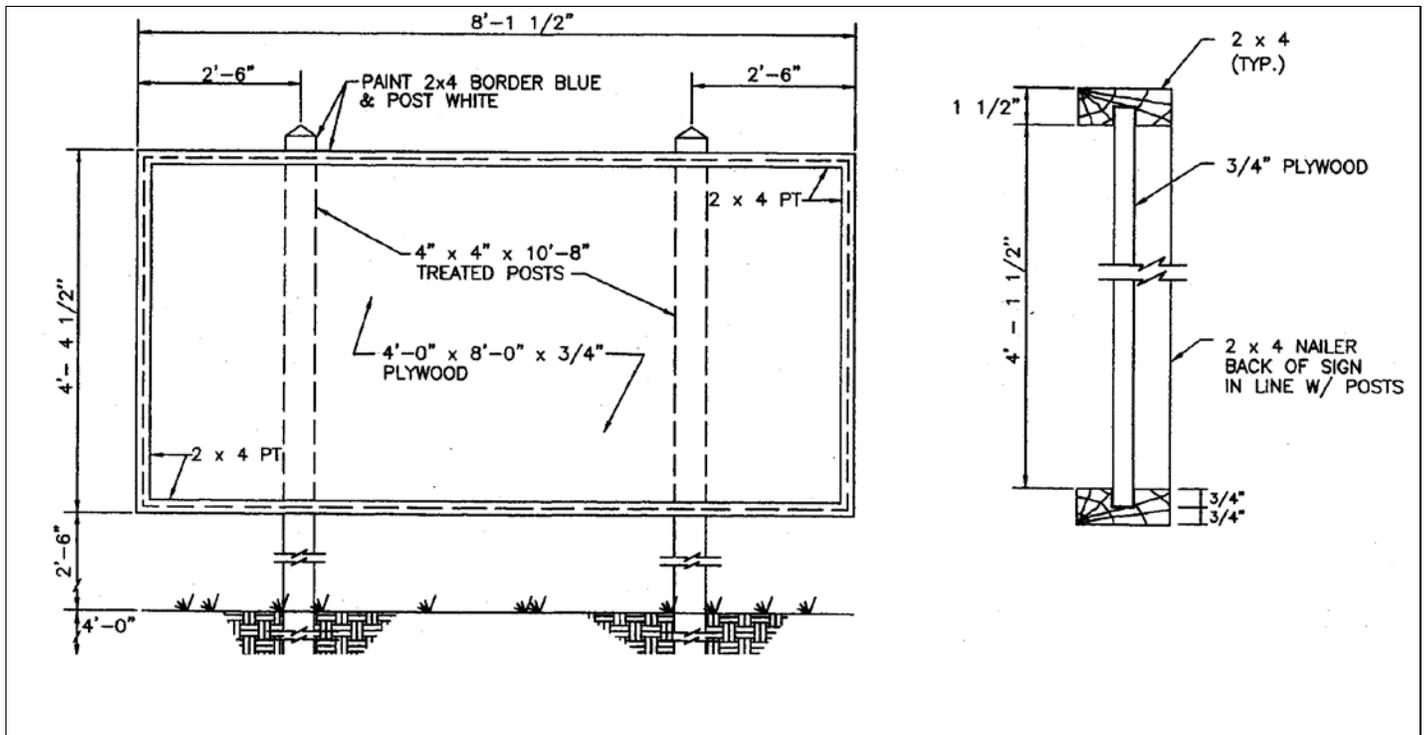
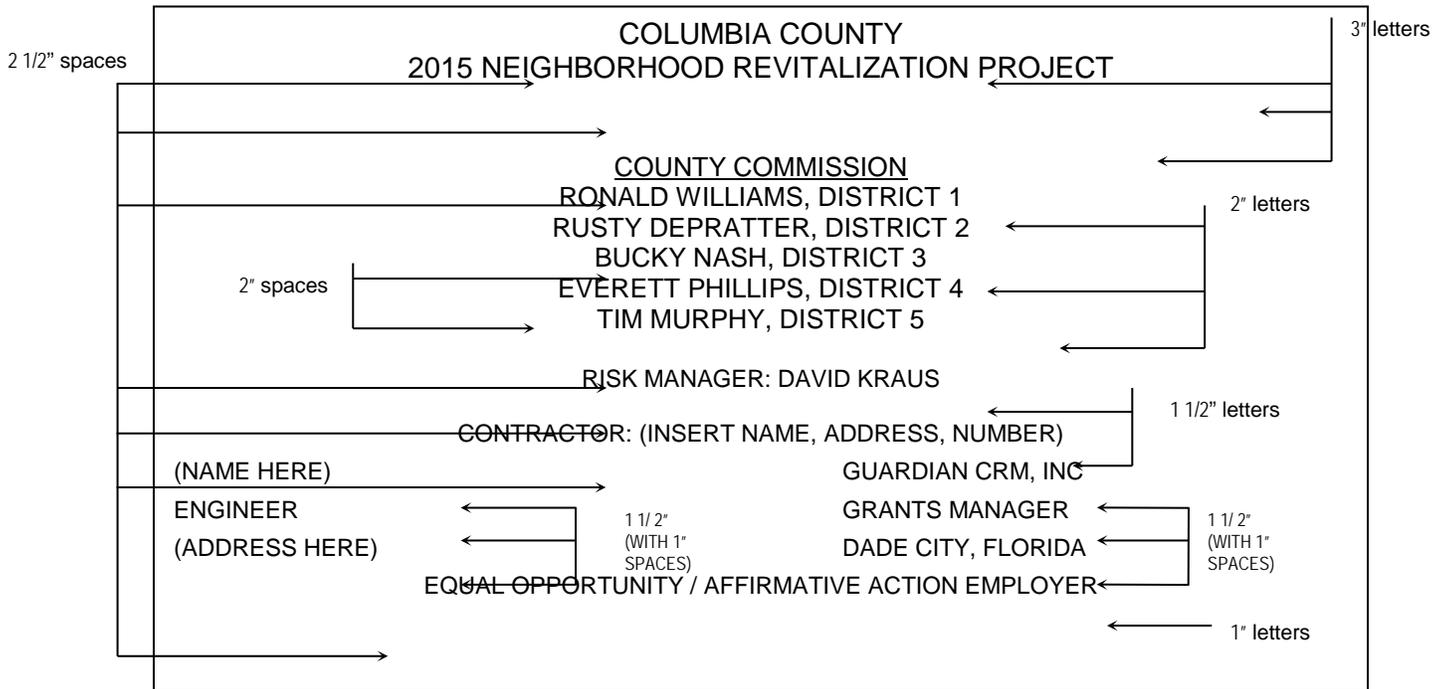
Name	Designations	Contact	Address	City	State	Postal Code	County	Email	Phone
3D Providers Corporation	Woman Owned	Donna Delbene	144 SW Waterford Ct	Lake City	FL	32025	Columbia	donna@3dproviders.com	386-752-0024
Cal-Tech Testing, Inc.	Woman Owned	Abby Stalvey	Po Box 1625	Lake City	FL	32056	Columbia	dbrown@caltechtesting.com	386-755-3633
FTI Engineering, LLC	Woman Owned	Sanya Watts	219 NW Melanie Way	Lake City	FL	32055	Columbia	sanya@ftiengineering.us	904-716-8367
L & L Worldwide, LLC	Woman Owned	Luis Stock	3192 NW Moore Rd	Lake City	FL	32055	Columbia	lhwexp@gmail.com	386-487-5125
Legacy Engineering Solutions, Inc.	Woman Owned	Megan Carter	1452 SW SR 47	Lake City	FL	32025	Columbia	mcarter@legacyeci.com	386-243-8680
Living Hope Recovery Center, LLC.	Woman Owned	Samuel Ryan	1531 SW Commercial Glen	Lake City	FL	32025	Columbia	sam@livinghopecoveryflorida.com	386-365-0016
Pete Olin Auto Parts	Woman Owned	Kim Olin	190 SW Montgomery Drive	Lake City	FL	32025	Columbia	peteolinautopart@bellsouth.net	386-719-2203
Southern Coffee and Tea	Veteran	Wade Howell	1347 SW Wendy Terrace	Lake City	FL	32025	Columbia	wade@southerncoffeeandtea.com	386-402-0661
Administrative Situational Assessment	African American	Willie Washington	3904 NE 159th Place	Gainesville	FL	32609	Alachua	washington485@windstream.net	352-485-2358
African Network Television (ANTV) - I	African American, Woman Owned	Theresa Okorochukwu	5021 NW 34th Blvd	Gainesville	FL	32605	Alachua	theresa@afriannetwork.com	352-727-4113
AKEA, Inc.	Asian American, Veteran	Anthony Kwan	3603 NW 98th Street	Gainesville	FL	32606	Alachua	akwan@akea.com	352-474-6124
AKIRA DODD INC	Asian American	Gale Clark	619 S. Main St	Gainesville	FL	32601	Alachua	andrea@akirawood.com	352-375-0691
Akra Wood, Inc.	Asian American	Glenn Shimata	619 S. Main St	Gainesville	FL	32601	Alachua	gale@akirawood.com	352-375-0691
ALL SOUTH CONSTRUCTION LLC	Woman Owned	ASHLEY LEWIS	18995 NW 218TH AVE	HIGH SPRINGS	FL	32643	Alachua	allsouthcon@gmail.com	352-318-4933
Alta Systems Inc	Woman Owned	Jane Nesbit	6825 NW 18th Drive	Gainesville	FL	32653-1613	Alachua	janeN@altainc.com	352-372-3534
Alta Systems Inc	Woman Owned	Richard Nesbit	6825 NW 18th Avenue	Gainesville	FL	32653	Alachua	rickn@altainc.com	352-372-2534
ANAMAR Environmental Consulting,	Hispanic American, Woman Owned	Kathryn Thomas	2106 NW 67th Place	Gainesville	FL	32653	Alachua	kthomas@anamarc.com	352-377-5770
ASR Systems LLC	Woman Owned	Emily W Black	540 Northeast 5th Avenue	Gainesville	FL	32601	Alachua	eblack@asrsystems.com	352-336-3820
Assurance Commercial Cleaning Ser	African American, Woman Owned	Chanee Baker	2153 SE Hawthorne Road	Gainesville	FL	32641	Alachua	assuranceccs@gmail.com	352-888-6107
Bagamian Scientific Consulting, LLC	Woman Owned	Karoun Bagamian	222 NW 3rd Ave	Gainesville	FL	32601	Alachua	gbagamian@ic@gmail.com	618-903-0811
Bell's Professional Cleaning Solutions	African American, Woman Owned	Zina Durr	3124 NW 18th Place	Gainesville	FL	32605	Alachua	info@bellscleaningsolutions.com	352-214-6667
Career Center, Inc. dba Temp Force	Woman Owned	Carolynn Buchanan	4722 NW 39th Place	Gainesville	FL	32606	Alachua	cbuchanan@tempforce.net	352-378-2300
Carpet Systems West North Florida In	Woman Owned, African American	Deidre Mobley-Keith	1406 NW 6th Street	Gainesville	FL	32601	Alachua	dkeith@carpetsystemsplus.net	352-258-1357
Cherokee Tribal SWPPP	Native American, Veteran	James Lamb	7220 SW 18th Place	Gainesville	FL	32607	Alachua	cherokeeswpp@gmail.com	239-777-7509
Cocovana, Inc.	Asian American	Sheldon Barrett	POST OFFICE BOX 13694	Gainesville	FL	32604	Alachua	sheldon.barrett@gmail.com	954-562-5529
Coleman Construction Inc.	Woman Owned	Keith Gorto	25501 NW 8th Lane	Newberry	FL	32669	Alachua	kagorto@gmail.com	352-472-4550
Coleman Construction, Inc.	Woman Owned	Steve Coleman	PO Box 1559	Newberry	FL	32669	Alachua	gtrimm@coi-newberry.com	352-472-4550
Comerstone Barricades Inc.	African American	Christopher Falade	3712 NW 84th Drive	Gainesville	FL	32606	Alachua	chris@comerstonebarricades.com	352-373-8001
CREATIVE INDUSTRIAL SOLUTION	African American	KEVIN HOLMES	5200 NW 43rd Street	Gainesville	FL	32606	Alachua	info@creativeindustrialsolutions.com	352-226-8448
D.C. of Mid-Florida, Inc.	Woman Owned	Elise Hitchcock	5200 NW 43rd Street	Gainesville	FL	32606	Alachua	dcmf01@aol.com	352-494-8959
D&M Construction Group, Inc.	Hispanic American	Juan Segarra	5080 W. Newberry Road	Gainesville	FL	32607	Alachua	jsegarra@foresightcl.com	352-335-6352
Discount Jacks Inc.	African American	Stanley Strobles	PoBox 700	Micanopy	FL	32667	Alachua	mysidcountjacks@yahoo.com	352-374-0644
E W Reshard, Inc	African American	Errol Reshard	5729 NW 27th Terrace	Gainesville	FL	32653	Alachua	ewreshard@cox.net	352-514-3672
eda engineers-surveyors-planners, in	Hispanic American	Debbie Wallen	2404 NW 43rd Street	Gainesville	FL	32606	Alachua	dwallen@edaf.com	352-373-3541
Education Station & Preschool, LLC	Woman Owned	Kristin Birdsey	2411 NW 41st ST	Gainesville	FL	32606	Alachua	kristin@educationstationandpreschool.com	352-335-0026
Elevated Design and Construction LL	African American	Michael Beard	5080 W. Newberry Road	Gainesville	FL	32607	Alachua	michael@elevateddco.com	352-256-0424
Empowerment Consultants & Associa	African American, Woman Owned	Suzza Gray	3535 Southwest Hawthorne Road	Gainesville	FL	32641	Alachua	sgay@empowerment.com	352-377-2929
Ewing Waterproofing Systems, Inc.	Hispanic American	Ralph Daugherty	2521 NW 74th Place	Gainesville	FL	32653	Alachua	rdaugherty@ewingwaterproofing.com	352-219-8682
Fasttrack Staffing, Inc.	Woman Owned	Alexandra Powell	2333 NW 41st Street, Ste 300C	Gainesville	FL	32606	Alachua	a.powell@fasttrackcs.com	352-247-8398
first Choice Cleaning service	African American, Woman Owned	Loretta Mallary	1030 NE 22 AVE	Gainesville	FL	32609	Alachua	mallyaroretta@yahoo.com	352-870-6845
Florida Fasteners & Tool Co. Inc	Woman Owned	Janet Dickinson	2826 NE Waldo Road	Gainesville	FL	32609	Alachua	ft1974@netzero.net	352-377-4587
Florida Janitorial Services	African American	Arthur Payne, Sr.	1426 SE 1 Street	Gainesville	FL	32601	Alachua	arthurpayne1426@yahoo.com	352-682-3171
Florida Septic, Inc.	Woman Owned	Susan Allen	5757 SE 21st Court	Hawthorne	FL	32640	Alachua	dee@fsepticinc.com	352-481-2455
Gainesville Ironworks, Inc	Woman Owned	Vicki Lowry	2341 NW 66th Court	Gainesville	FL	32653	Alachua	vlowry@gainesvilleironworks.com	352-373-4004
Gainesville Ironworks, Inc.	Woman Owned	Vicki Linberger Lowry	2341 NW 66th Court	Gainesville	FL	32653	Alachua	vlowry@gainesvilleironworks.com	352-373-4004
Ganesis Door and Hardware inc	Woman Owned	Rachel Starin-Hay	1925 NW 2nd Street	Gainesville	FL	32609	Alachua	rachel@ganesisdoor.com	352-377-6550
Gensis Door and Hardware Inc	Woman Owned	SKIP CHRISTIE	1925 NW 2nd Street, Suite C	Gainesville	FL	32609	Alachua	bill@ganesisdoor.com	352-377-6550
George Burns Enterprises, Inc.	Veteran	George Burns	2836 NE 19th Drive	Gainesville	FL	32609	Alachua	george.burns@georgeburns.com	352-377-5818
GIS Associates	Woman Owned	Rich Doty	2158 NW 5th Avenue	Gainesville	FL	32603	Alachua	rdoty@gis-associates.com	352-246-8028
GOSHEN-ATL,LLC	African American, Woman Owned	Annette Lyons	P.O. Box 140346	Gainesville	FL	32614	Alachua	goshen.atl.lc@gmail.com	352-792-3963
H&L Law/Maintenance	African American, Veteran	Walter Lewis	13807 N. CR. 225	Gainesville	FL	32609	Alachua	wlewis1016@windstream.net	352-283-7579
HJ Interiors, Inc.	Woman Owned	HARRIET JONES	327 NW 23 Avenue	Gainesville	FL	32609	Alachua	jodi@carpet1floorandhome.com	352-380-9797
Innovative Waste Consulting Services	Asian American	Pradeep Jain	2720 NW 43rd Street	Gainesville	FL	32606	Alachua	pjain@iwcs.biz	352-331-4828
J. Garrett Gallery	Woman Owned	Jennifer Garrett	339 SW 132nd Terr	Newberry	FL	32669	Alachua	jgarrettgallery@gmail.com	352-359-7826
Kemper & Associates, Inc.	Woman Owned	Alicia Kemper	7005 NW 41st Place	Gainesville	FL	32606	Alachua	awkemper@kemper-corp.com	352-373-1616
LJB Development Group, Inc.	Woman Owned	Lisa Baker	5745 SW 75th Street	Gainesville	FL	32608	Alachua	lisabjb@gmail.com	352-332-6176
LNCS, plc.	Woman Owned	Linda Newman	3324 NW 42nd Terrace	Gainesville	FL	32606	Alachua	LNCCinc@aol.com	352-336-8587
LPG Mechanical Contractors, Inc.	Woman Owned	Carol Blum	20613 NW 190th Ave.	High Springs	FL	32643	Alachua	lcb55@windstream.net	386-454-4683
Megrath Consulting, Inc.	Woman Owned	Dana Slaughter	2026 SW 77th Terrace	Gainesville	FL	32607	Alachua	dslaughter@moorebass.com	800-222-5678
Mister Paper Business Products	African American	Willie Cunningham	1040 South Main Street	Gainesville	FL	32601	Alachua	misterpaper@misterpaper.com	352-377-2737
Monitoring and Analysis Technolog	Woman Owned	Glenah Whidden	12325 NW 8th Pl	Newberry	FL	32669	Alachua	gwhid@aol.com	352-505-5441
New Horizons of North Florida	African American, Veteran	Laura Campbell	7255 NW 4th Street	Gainesville	FL	32607	Alachua	laura@newhorizonsleadership.com	352-285-1202
Nom Nom, LLC	Woman Owned, Veteran	Kenneth Rutland	1418 NW 8th Street	Gainesville	FL	32601	Alachua	sales@ntr360pops.com	352-213-1219
North Central Florida Neurodiagnosti	African American	Adrian Harper	5318 SW 91st Terr	Gainesville	FL	32608	Alachua	adrianharper@yahoo.com	352-575-4904
North Central Florida Neurodiagnosti	African American	Adrian F. Harper, Sr.	12076 Technology Ave	Alachua	FL	32615	Alachua	adrianharper@ncfnda.com	352-375-5553
Oelrich Construction, Inc.	Veteran	Derek Dykes	275 NW 137th Drive, Suite A	Jonesville	FL	32669	Alachua	derek@oelrichconstruction.com	352-745-7877
P&J Cleaning Service	African American, Veteran	Patrick Abner	5812 se 229th terrace	Hawthorne	FL	32640	Alachua	pabner5812@gmail.com	352-514-7010
Personal Interiors by Sally Th	Woman Owned	Sally Thompson	2811 NW 41 Street	Gainesville	FL	32606	Alachua	st4design@aol.com	352-372-4971
Phase III Building Supplies, Inc.	African American	Wagner Shell	PO BOX 1256	Gainesville	FL	32602	Alachua	phase3bsi@att.net	352-375-7793
R Leon Electric, Inc.	Hispanic American	Rogelio Leon	1915 SW 70TH TERRACE	GAINESVILLE	FL	32607	Alachua	roger@leonelctric.com	352-494-4944
Rand Wear, Inc.	Woman Owned	Jennifer Rutland	3519 Copper Circle East	Gainesville	FL	32605	Alachua	randwear@randweardesigns.com	352-727-4448
SANTANGINI APPRAISALS LLC	Woman Owned	LAURA RUTAN	1109 NW 23rd Ave Ste B	Gainesville	FL	32609	Alachua	laurarutan@gmail.com	352-376-3351
Siebin Associates, Inc.	Woman Owned	Rita Siebin	625 NW 60th Street	Gainesville	FL	32607	Alachua	rsiebin@siebeinaacoustic.com	352-331-5111
SouthArc, Inc.	Woman Owned	Lucy Wayne	3700 NW 91st Street	Gainesville	FL	32606	Alachua	lucy@southarc.com	352-372-2633
Spence Supply Company	Woman Owned	Becky Spence	2332 NE 17th Terrace	Gainesville	FL	32609	Alachua	spsupply@bellsouth.net	352-372-0186
Sputo and Lammert Engineering, LLC	Veteran	Thomas Sputo	10 SW 1st Ave	Gainesville	FL	32601	Alachua	sputoeng@mindspring.com	352-378-0448
Surgical Outreach Solutions	African American	Larry Ellis	4413 NW 51 Drive	Gainesville	FL	32606	Alachua	larryellis31@gmail.com	352-665-8840
Sun Strategic Supply	Woman Owned	Pauline Tavares	302 NW 8th Street	Gainesville	FL	32601	Alachua	contracts@sunsurgical.com	352-377-2696
Tel's cleaning services	Woman Owned, African American	Teresa Jones	1301 Riverclark Blvd	Gainesville	FL	32608	Alachua	tel555@att.com	352-285-0851
The Barfield Group, LLC	Woman Owned	Kristi Johnson	6512 NW 39th Ave	Gainesville	FL	32606	Alachua	kristi@thebarfieldgroup.net	352-231-3142
Thompson Concrete Finishing, Inc	Veteran	John Thompson	P.O. Box 6056	Gainesville	FL	32627-6056	Alachua	jns_thom@bellsouth.net	352-339-6720
TIBS1, LLC	Woman Owned	Cindi Blanchard	7112 SE 179th St	Hawthorne	FL	32640	Alachua	solutions@telassurglobal.com	352-481-5400
Trini Homes Inc	Woman Owned	Mary De Matas	6512 SW 53rd Ave	Gainesville	FL	32608	Alachua	trinihomesinc@gmail.com	352-745-3482
Unlimited Cabinetry Solutions, LLC	Hispanic American, Woman Owned	Bruni Mejia	P.O. Box 518	Alachua	FL	32616-0518	Alachua	bm@unlimitedcabinetrysolutions.com	352-354-4425
Unlimited Cabinetry Solutions, LLC	Hispanic American, Woman Owned	Bruni B Mejia	15020 NW US Highway 441	Alachua	FL	32615	Alachua	bm@unlimitedcabinetrysolutions.com	(352)354-4425
Victoria Crow Seahorse Farm	Woman Owned, Veteran	Victoria Crow	464 Turkey Creek	Alachua	FL	32615	Alachua	mamawheatbread@aol.com	352-284-9644
Weisman Operations Inc.	Veteran	Dan Weisman	5200 NW 43rd St.	Gainesville	FL	32653	Alachua	weisman.dan@gmail.com	352-328-6577
Fifth Street Center	Woman Owned	Sally Haynes	PO Box 86	Clen St Mary	FL	32040	Baker	shaynes@fifthstreetcenter.com	904-926-4025
Giovanni Transport, LLC	Woman Owned, African American	Shatise Johnson	2884 woodstone dr suite 108	orange park	FL	32072	Baker	smjohnson@giovannitrans.com	904-657-1774
L. V. Hiers, Inc.	Woman Owned	Leslie Stone	P. O. Box 1229	Macclenny	FL	32063	Baker	astone@lvhiers.com	904-259-2314
1st Class Carrier, Inc.	African American, Veteran	Cary Stroud	7052 103rd Street Ste 306	Jacksonville	FL	32210	Duval	1stclasscarrier@att.net	904-317-0342
Above All Ceilings, Inc	Native American, Woman Owned	Toni Bosse'	5605 Florida Mining Blvd.	Jacksonville	FL	32257	Duval	aboveallceilings@bellsouth.net	904-880-3449
acconcrete enterprise.s inc	African American	aaron ferguson	5430 dakota dr	Jacksonville	FL	32209	Duval	acconcrete@bellsouth.net	904-768-2394
Acuity Design Group	Woman Owned, African American	Cantrece Jones	25 N. Market Street	Jacksonville	FL	32202	Duval	cjones@admg.com	904-236-4106
Advanced Document Solutions, Inc.	Woman Owned, Hispanic American	Moody Hamdan	1301 Riverclark Blvd	Jacksonville	FL	32207	Duval	mhamdan@mydasusa.com	407-412-6929
Advanced Technology Management	Asian American	Young Kim	3519 Copper Circle East	Jacksonville	FL	32207	Duval	admimms@toms.com	904-398-9600
Advantage Design Group	Woman Owned	Catherine Swingle	6877 Phillips Industrial Blvd.	Jacksonville	FL	32256	Duval	cjs@advantagedesigngroup.com	904-722-8200
AE Engineering, Inc.	Hispanic American	Alejandro Echeverria	6440 Southpoint Parkway	Jacksonville	FL	32216	Duval	alex@aeengineeringinc.com	904-759-3748
Affinity Consulting Group NEFL, LLC	African American, Woman Owned	Cherrise Wilks	7088 Crispin Cove Drive	Jacksonville	FL	32258	Duval	acq.jax@gmail.com	800-209-2817
Agile Tech Consulting, LLC	Asian American	I Nengah Mustika	11571 San Jose Blvd. Suite 2	Jacksonville	FL	32223	Duval	nmustika@agiletechconsulting.com	904-625-7096
Aldan Electric Supply, Inc.	Woman Owned	Lee Williams	2250 Emerson Street	Jacksonville	FL	32207	Duval	aldan@bellsouth.net	407-896-7761
Alexander DeGance Barnett, P.A.	Woman Owned, Hispanic American	Mark Alexander	1500 Riverside Avenue	Jacksonville	FL	32204	Duval	mark.alexander@adbgale.com	904-345-3280
Allstar Irrigation Company	Veteran	Taylor Hunt	6668 Columbia Park Dr. S.	Jacksonville	FL	32258	Duval	taylor@allstarirrigation.com	904-236-9293
Alpha & Omega Quality Cleaning Ser	African American, Woman Owned	Floyd Jones	P.O. Box 54145	Jacksonville	FL	32245	Duval	alphaomegaquality@gmail.com	904-873-9251

B Robinson Corporation	African American, Woman Owned	Brenda Robinson	50 East 2nd Street	Jacksonville	FL	32206	Duval	brenda@brobinsoncorporation.com	904-554-4633
B&L Corporation: A Subsidiary of Brir	Woman Owned	Carletha Brinson	301 West Bay Street	Jacksonville	FL	32202	Duval	carletha@brinsonlenhardt.com	904-379-6309
Baker Construction Services LLC	Woman Owned	Tamara Baker	219 N. Newman Street 2nd FL	Jacksonville	FL	32202	Duval	tbaker@bakerdesignbuild	904-219-8148
Baker Consulting & Engineering LLC	Woman Owned	Tamara Baker	219 N. Newman Street	Jacksonville	FL	32202	Duval	tbaker@bakerdesignbuild	904-219-8148
Baker Klein Engineering, P.L.	Woman Owned	kaen cohen	219 N Newman Street 2nd Floor	Jacksonville	FL	32202	Duval	kcohen@bakerklein.com	904-585-8520
Baldwin's Quality Plumbing	African American	Terence McKenzie	9556 Historic Kings Rd. S	Jacksonville	FL	32257	Duval	tmckenzie@bbdwinplumbing.com	904-805-0660
BBC Solar LLC	Woman Owned	Catherine Bruce	12743 Ashbrook Circle East	Jacksonville	FL	32225	Duval	catherine@bbcslvr.com	904-955-3272
Berling Design Build	African American, Woman Owned	JOANA BERLING	2828 CASA DEL RIO TERRACE	JACKSONVILLE	FL	32257	Duval	JOANABERLING@GMAIL.COM	305-934-7913
Bihani Corporation	Asian American	Earl Bautista	8900 Corporate Square Court	Jacksonville	FL	32216	Duval	earl.bautista@amailmedicals.com	904-636-9451
Booming Learning Center	African American, Veteran	Kaori Lee	731 Duval Station Road	Jacksonville	FL	32218	Duval	klee@boominglearningcenter.com	904-310-4440
Breaking Ground Contracting Compa	Woman Owned	Mary Tappouni	4218 Highway Ave.	Jacksonville	FL	32254-4120	Duval	mary@breakinggroundcontracting.com	904-388-1350
Broadsided Communications, Inc	Woman Owned	Jan Hirabayashi	1301 Riverplace Blvd	Jacksonville	FL	32207	Duval	jan@bbased.com	904-399-7279
Brunet-Garcia Advertising, Inc.	Woman Owned, Hispanic American	Diane Brunet	1510 Hendricks Ave	Jacksonville	FL	32207	Duval	dbrunet@brunetgarcia.com	904-346-1977
Bug Pro Florida	Woman Owned	Tammi Waters	P.O. Box 8085	Jacksonville	FL	32239	Duval	tammi@bugproflorida.com	904-745-3100
BV Group & Associates, Inc.	Hispanic American	Julian Valbuena	6501 arlington Ex Wy	Jacksonville	FL	32211	Duval	jvalbuena@bvandassociates.com	904-725-6362
C. Vargas and Associates, Ltd. Const	Hispanic American	Clark Vargas	8808 Arlington Expressway	Jacksonville	FL	32211	Duval	cvargas@cvad.com	904-722-2294
C.C. Borden Construction, Inc.	Woman Owned	Camille C. Borden	1019 Roselle Street	Jacksonville	FL	32204	Duval	Camille@CCBorden.com	904-354-3458
Caring Hands Supports & Services	African American, Woman Owned	Sheretta Joseph	3556 St Augustine Rd	Jacksonville	FL	32207	Duval	caringhandss@yahoo.com	904-449-7977
Caroly's Cleaning Service	African American, Veteran, Woman	Carolyn Rolack	6322 Ian Chad Drive West	Jacksonville	FL	32244	Duval	therolacks@bellsouth.net	904-302-4771
CARPET IMAGE SERVICES INC	Woman Owned	KELLY COTE	3615 SOUTHSIDE BLVD	JACKSONVILLE	FL	32216	Duval	carpet_image@yahoo.com	904-645-5224
CE Broker, Inc.	Hispanic American	Brian Solano	5210 Ballfort Rd	Jacksonville	FL	32256	Duval	bsolano@cebroker.com	904-726-4271
CE Broker, Inc. IA 1117	Hispanic American	Derrick Rudi	9550 Regency Sq. Blvd	Jacksonville	FL	32225	Duval	drudi@isf.com	904-724-2277
CENTERLINE CONTRACTING INC.	Woman Owned	CHRIS CROWSWAY	7005 LLOYD ROAD WEST	JACKSONVILLE	FL	32220	Duval	CENTERLINECONTRACTING@AOL.COM	904-759-9579
Civil Services, Inc.	African American	Christopher E. Morse	2394 St. Johns Bluff Road, S.	Jacksonville	FL	32246	Duval	cmorse@civilservicesinc.com	904-641-1834
Clear Impressions Solar & Security W	Woman Owned	Christie Page	12041-17 Beach Blvd.	Jacksonville	FL	32246	Duval	clearimpressions@me.com	904-710-3400
CMAR CONSULTING, LLC	Hispanic American, Woman Owned	M. Alexandra Carvalho	7990 BAYMEADOWS RD E UNIT 308	JACKSONVILLE	FL	32256	Duval	info@cmarconsulting.com	904-993-4806
Community Emergency Alert Respon	Veteran	Michael Pastorello	4320 Deerwood Lake Parkway	Jacksonville	FL	32216	Duval	communityears@juno.com	904-725-9785
CONCLUSIVE INC	African American	Rhannon Williams	po 5694	jacksonville	FL	32247	Duval	rwilliams@conclusive.com	904-306-0321
Construction & Engineering Services	African American	Steven Davis	9432 Baymeadows Road	Jacksonville	FL	32256	Duval	sdavis@candesconsults.com	904-652-1186
Core Construction Company of Jacks	Asian American	Jay Chung	8375 Baymeadows Way	Jacksonville	FL	32256	Duval	jaychung@core-construction.com	904-399-1033
Corporate Interiors, Inc.	Veteran	Kim Brannen	1950 San Marco Blvd.	Jacksonville	FL	32207	Duval	kbrannen@the-cigroup.com	904-345-5525
CrimeTech, Inc.	Woman Owned	Bryan Smith	10950 San Jose Blvd Ste 60-200	Jacksonville	FL	32223-6688	Duval	bsmith@crimetechn.com	904-880-9688
D Group Consulting Services, Inc.	Woman Owned	Dorette Nysewander, EdD	1650 Margaret Street	jacksonville	FL	32204	Duval	dorette@dgroupconsulting.com	888-873-8384
D.A. Wallace Enterprises	African American	David Wallace	PO Box 8692	Jacksonville	FL	32239	Duval	dwallace@dwallaceenterprises.com	910-364-5264
D.N.A. Motor Xpress Corporation	African American	David Smith	P.O. BOX 8437	Jacksonville	FL	32239	Duval	dna_mx@yahoo.com	904-673-7164
D&M Construction Group, Inc.	Hispanic American	Cesar Barroso	6801 Roosevelt Blvd.	Jacksonville	FL	32212	Duval	cbarroso@foreSIGTGI.com	352-335-6352
Dahl International Realty Co.	Hispanic American, Woman Owned	Hilda R. Solaun	2026 University Blvd N.	Jacksonville	FL	32211	Duval	hsolaun@gmail.com	904-743-3332
DAK Resources, Inc	Veteran	David M. Redfield	760 Talleyrand Ave	Jacksonville	FL	32207	Duval	david@dakresources.com	904-414-3127
DataSavers	Woman Owned	Michael Lombardi	888 Suemac Rd	Jacksonville	FL	32254	Duval	mlombardi@datasaversllc.com	844-372-8377
DataSavers IA; 6/15	Woman Owned	Michael Lombardi	888 Suemac Road	Jacksonville	FL	32254	Duval	mlombardi@datasaversllc.com	904-786-5749
Deborah K. Thompson	African American	Deborah K. Thompson	3120 Atlantic Blvd.	Jacksonville	FL	32207	Duval	deborah@dktonconsultants.com	904-472-7528
Deyo, Inc.	Veteran	Bill McMillan	11440 Starboard Drive	Jacksonville	FL	32225-4045	Duval	Bill.McMillan@comcast.net	904-654-6232
DMACK LLC	Veteran	Patrick McDowell	11118 windhaven d S	Jacksonville	FL	32225	Duval	dmackllc@gmail.com	904-624-6594
Domion Engineering Group, Inc.	Veteran	William Schaefer	4348 Southpoint Blvd.	Jacksonville	FL	32216	Duval	wschaefer@dom-eng.com	904-854-4500
Dorado Graphix LLC	Veteran	Barbara Jordan	731 Duval Station Rd.	Jacksonville	FL	32218	Duval	sales@doradographix.com	904-751-4500
E. W. Dunn Developments, Inc.	Woman Owned	Beith Dunn	3730 Harbor Acres Lane	Jacksonville	FL	32257	Duval	BeithDunn@evdunn.com	904-635-4410
E. Kelly Enterprises Inc.	Veteran	Annette Kelly	14331 Romney St	Jacksonville	FL	32211	Duval	akelly@ekallync.com	904-742-6940
EBS SECURITY INC	Woman Owned, African American	PRINTILLA Bankhead	220 E. Forsyth Street	Jacksonville	FL	32202	Duval	ebsssecurity@bellsouth.net	904-354-4242
Eng Engineering Inc.	Asian American	Edward Eng	8130 Barbary Road	Jacksonville	FL	32256	Duval	eeng@engengineering.com	904-721-2323
ENV Enterprises of North Florida, Inc	Woman Owned	Eygeny Shvetz	9310 Old Kings Rd. S.	Jacksonville	FL	32257	Duval	gshvetz@enventerprises.com	904-345-2556
Environmental & Geotechnical Specia	Woman Owned	Tom Hayden	11329 Distribution Ave West	Jacksonville	FL	32256	Duval	Tom.Hayden@egs-us.com	850-386-1253
Environmental Remediation Services	African American	Charlie Owens	760 Talleyrand Avenue	Jacksonville	FL	32202	Duval	C.Owens@ersllf.com	904-791-9992
Environmental Resource Solutions, Ir	Woman Owned	Pheltia Cruz	8711 Perimeter Park Blvd.	Jacksonville	FL	32216	Duval	ccruz@ersenvironmental.com	904-285-1397
Environmental Services, Inc.	Woman Owned	Courtney Taylor	2202 Financial Way, Suite 100	Jacksonville	FL	32256	Duval	ctaylor@esinc.com	904-470-2200
ERS Corp	African American	John Anderson	760 Talleyrand Ave	Jacksonville	FL	32202	Duval	j.anderson@ersllf.com	904-791-9992
Exceptional Case Services, Inc.	Woman Owned	Julie Collins	4811 Atlantic Blvd Suite 2	Jacksonville	FL	32207	Duval	julie.collins@ecaseservices.com	904-874-1920
Expert Ts of Jacksonville, Inc.	Woman Owned	Denise Fisher	711 Cassat Ave.	Jacksonville	FL	32205	Duval	denise@experttsjax.com	904-387-2500
EZAD LLC	Asian American, Woman Owned	Maryam Daneshvar	11791 JAYLyn CT.	JACKSONVILLE	FL	32223	Duval	mshameh@gmail.com	904-288-9778
EZAD LLC	Asian American, Woman Owned	MARYAM DANESHVAR	7584 RED CRANE LANE	JACKSONVILLE	FL	32256	Duval	EZAD40N@YAHOO.COM	904-377-8447
Ezell Law Firm, P.A.	Woman Owned, African American	V Brenda Ezell	3560 Cardinal Point Drive, Sui	Jacksonville	FL	32257	Duval	brenda@ezellfirm.com	904-432-3200
F & G Construction General Contract	Woman Owned	Donna Chambers	2734 Edison Avenue	Jacksonville	FL	32254	Duval	donna@fangconstruction.com	904-388-5707
Fasttrack Staffing, Inc	Woman Owned	Mary Thomas	9951 Atlantic Blvd	Jacksonville	FL	32257	Duval	m.thomas@fasttrack.com	352-622-2040
FB Security Solutions Inc	African American	FREDERICK BROWN	1502 TORY PLACE EAST	JACKSONVILLE	FL	32208-3527	Duval	fbsi@fb-security.com	904-791-9992
Federal Eastern International, LLC	Native American, Asian American, V	Beverly Slavick	1523 Chaffee Road S	Jacksonville	FL	32221	Duval	orders@fedeastintl.com	727-498-2228
Felicia M. Boyd & Associates, Inc.	Woman Owned	Felicia Boyd	1402 Declaration Drive	Jacksonville	FL	32250	Duval	fmb@bellsouth.net	904-463-1799
Fidelis Freight LLC	Veteran	Jillian Fisher	1022 park street	jacksonville	FL	32226	Duval	jfisher@fidelisfreight.com	904-683-1484
First Choice Management Services, Ir	African American, Woman Owned	Michael Bush	841 Prudential Drive	Jacksonville, FL	FL	32207	Duval	michael.bush@1stchoicems.com	904-883-2034
first coast industrial supply	Woman Owned	marne harvich	2950 st augustine road	jacksonville	FL	32207	Duval	firstcoast@aol.com	904-398-7503
First Coast Snow Ice, LLC	African American, Veteran	Faron Miles	8119 Beattie Blvd	Jacksonville	FL	32244	Duval	firstcoastsnowice@yahoo.com	904-704-8832
FIT Engineering, LLC	Woman Owned	Sanya Johnson	3450 Maiden Voyage Circle Nort	Jacksonville	FL	32257	Duval	sanya@fitengineering.us	904-716-8367
Four Waters Engineering, Inc.	Woman Owned	Michael Klink	324 8th Avenue North	Jacksonville	FL	32250	Duval	m.klink@4w.com	904-414-2400
Fourth Party Affiliates, LLC	Veteran	Jason French	14603 Beach Blvd	Jacksonville	FL	32250	Duval	jfren1@hotmail.com	386-503-2879
G. M. Hill Engineering, Inc.	Woman Owned	Gina Hill	9640 Sunbeam Center Drive	Jacksonville	FL	32257	Duval	ginahill@gmhillengineering.com	904-280-8244
Garrett Counseling, Inc.	Woman Owned	Lisa Garrett	2099 Park St	Jacksonville	FL	32204	Duval	garrettcounseling@comcast.net	904-252-8916
GEMINI ENGINEERING & SCIENCE	Asian American	Ki Pak	2950 Halcyon Lane, Suite 501	Jacksonville	FL	32223	Duval	kpak@geminiengineering.com	904-217-7485
Gibbs Group, Inc	African American	Sheldon Gibbs	7400 Baymeadows Way	Jacksonville	FL	32256	Duval	SGibbs@GibbsGroupEngineers.com	904-626-0055
Giovanni Transport, LLC	Woman Owned, African American	Shatise Carr	3066 Shady Drive	Jacksonville	FL	32257	Duval	dispatch@giovanitrans.com	904-612-5988
Glenda Wann Interiors, Inc.	Woman Owned	Glenda Wann	4540 Southside Blvd	Jacksonville	FL	32216	Duval	glenda@glendawanninteriors.com	904-642-5922
Group 4 Design, Inc.	Woman Owned	Leigh Gunn	1520 Prudential Drive	Jacksonville	FL	32207	Duval	lgunn@g4designinc.com	904-353-5900
Hagarty Strategic Solutions LLC	African American, Woman Owned	Lisa Hagarty	1819 Lopez Road	Jacksonville	FL	32216	Duval	lisah@hagarty.com	904-629-2234
HAK Construction LLC	Woman Owned	Denise Hakimi	11036 Castlemain Circle East	Jacksonville	FL	32256	Duval	dhakimi@hak-construction.com	904-705-5700
HAK Construction, LLC.	Woman Owned	Denise Hakimi	11036 Castlemain Circle East	Jacksonville	FL	32256	Duval	hakimidenise@aol.com	904-705-5700
Harper & Associates Real Estate, LLC	Woman Owned, African American	Delmas Harper	1461 Roger Rd	Jacksonville	FL	32211	Duval	homes@dharperealty.com	904-619-9488
HAS Art Solutions, LLC	Woman Owned	Hayden Sams	2385 Corbett St	Jacksonville	FL	32204	Duval	info@hasartssolutions.com	904-503-9800
Health Matters EMP	African American, Woman Owned	Aaron Hilliard	10151 Deerwood Park BLVD	Jacksonville	FL	32256	Duval	hillia67@gmail.com	904-923-3789
Holland Creative Services, Inc.	Woman Owned	Jennifer Holland	4446-1A Hendricks Ave #305	Jacksonville	FL	32207	Duval	jennifer@hollandcreative.com	904-732-4932
Holman, Inc.	Woman Owned	Pamela Holman	1855 Cassat Avenue	Jacksonville	FL	32210	Duval	pam@holman-inc.com	904-781-4531
Holy Hands Cleaning Service LLC	African American, Woman Owned	Paris Hurel	PO Box 8331	Jacksonville	FL	32239	Duval	phur06@yahoo.com	904-716-6961
Hurel Transcription Translation Profet	Hispanic American, Woman Owned	Rosario Hurel	4235 Marsh Landing Blvd	JACKSONVILLE	FL	32250	Duval	rhurel@hureltranslations.com	908-553-9764
I-TECH RESOURCES, INC.	Asian American	TIEN NGUYEN	5627 Atlantic Blvd, unit 2	Jacksonville	FL	32207	Duval	eric@itechpersonnel.com	904-739-9350
ICATT, Inc.	African American	Gabe Hamda	2816 Sans Pareil Street	Jacksonville	FL	32246	Duval	Gabe@icatt.net	904-382-5471
ICUBE Consultancy Services Inc	Woman Owned, Asian American	Sarath Kuravi	4111 Northpoint Blvd. Suite 12	Jacksonville	FL	32216	Duval	ap@icubeci.com	904-537-7200
Increte of North Florida, Inc.	Veteran	Grant Denny	9315 old kings rd S	Jacksonville	FL	32257	Duval	grantflorida62@yahoo.com	904-730-3008
INDCOM SALES & SERVICE, INC.	Woman Owned	RHONDA HOWARD	P.O. BOX 80092	JACKSONVILLE	FL	32260-0092	Duval	INDCOMRH@gmail.com	904-880-7664
Inspired Perspectives LLC	Woman Owned	Amy Cohen	4342 Ripken Circle East	Jacksonville	FL	32224	Duval	acohen@ipwllc.com	904-641-1208
Integrated Facility Systems, Inc.	Woman Owned	Keily Kearney	3312 Beach Blvd.	Jacksonville	FL	32207	Duval	kkearney@isfllc.com	850-538-0898
Integrity Key Realty LLC	Hispanic American, Veteran	William Ramos	9951 Atlantic Blvd STE 261	Jacksonville	FL	32225	Duval	William@IntegrityKeyRealty.com	904-477-0757
Intron Technologies, Inc.	Woman Owned	Jody Windsor	2308 Larsen Rd	Jacksonville	FL	32207	Duval	jody@introntech.com	904-731-1445
IP Construction & Consulting LLC	African American, Woman Owned	K. Coty Garner-Nwanogbo	3577 Cardinal Point Drive	Jacksonville	FL	32257	Duval	ipccbuilds@gmail.com	904-333-0010
Iridium Consulting, LLC	African American	Tyren Williams	936 LaSalle St.	Jacksonville	FL	32207	Duval	iridiumconsultingllc@gmail.com	904-228-9535
ISF, Inc.	Hispanic American, Woman Owned	ISF Sales	4601 Touchton Rd E	Jacksonville	FL	32246-4485	Duval	sales@isf.com	850-671-1006
J 3's Pressure Washing	African American	travis jones	9125 jennifer lane	Jacksonville	FL	32222	Duval	travisjones@j3pressurewashing.com	856-237-3074
J Jams Entertainment LLC	African American	Michael Scott	8246 Velvet Springs Lane	Jacksonville	FL	32244	Duval	michael@jamesentertainment.com	904-495-4095
J.R. Dexter, Inc.	African American	Connie Kersae	13245 Atlantic Blvd.	Jacksonville	FL	32225	Duval	ckersae@jrdexter.com	904-516-0177
JAYHUB LLC	Asian American, Woman Owned	Vanisha Koyao	131 East bay Street	Jacksonville	FL	32256	Duval	vanisha@jayhub.com	310-650-7460
JDH Hauling Inc.	Woman Owned	Diane Hanson	113 Wamsley Road	Jacksonville	FL	32254	Duval	jdhhauling@aol.com	904-786-5077
JJ Floor Care LLC	His								

LUMBEE RESOURCE MANAGEMENT	Native American	Johnny Helms	6440 Southpoint Pkwy suite 300	Jacksonville	FL	32216	Duval	jhelms@Lumbeegroup.com	706-248-1221
MACS Industrial Supplies, Inc.	Woman Owned	Susan Woolsey	10418 New Berlin Road #103	Jacksonville	FL	32226	Duval	info@macsindustrial.com	904-757-9788
Magellan Transport Logistics, Inc.	Veteran	Kip Douglas	2511 St. Johns Bluff Rd	Jacksonville	FL	32246	Duval	government@magellanlogistics.com	904-620-0311
Magic Drywall Finishing & Painting	African American	John Speights	2689 W 45th St	Jacksonville	FL	32209	Duval	jspeights80@yahoo.com	904-410-4444
Marini's wholesale distributors, inc.	Woman Owned	Helen Gay	1972 Van Sickle Rd	Jacksonville	FL	32218	Duval	Marini's.wholesale@yahoo.com	904-714-0204
McCall Service Inc.	Veteran	Kayla Carroll	2861 College St	Jacksonville	FL	32205	Duval	bids@mcallservice.com	904-301-0052
McCALL SERVICE, INC	Veteran	Deborah Bergeron	2861 College St	Jacksonville	FL	32205	Duval	dbergeron@mcallservice.com	904-389-5561
MDD of Jax Beach, Inc	Woman Owned	Marie Rose	1709 SEABREEZE AVE	JACKSONVILLE	FL	32250	Duval	marie@mddjaxbeach.com	904-612-5782
Medical Express Corporation	Woman Owned	Lisa Anderson	4237 Salisbury Rd # 304	jacksonville, fl	FL	32216	Duval	lindrose13@aol.com	800-835-7738
Meridian Integration, LLC	African American	Zendrick Cunningham	4685 Sunbeam Rd	Jacksonville	FL	32257	Duval	payments@meridian-integration.com	904-866-9476
Meridian Integration, LLC	African American	Dustin Theilacker	4685 Sunbeam Road	Jacksonville	FL	32257	Duval	dtheilacker@meridian-integration.com	904-559-0140
Meskel & Associates Engineering, PL	Woman Owned	Antoinette Meskel	8936 Western Way	Jacksonville	FL	32258	Duval	Tina@meskelengineering.com	904-519-5990
Mike Hanson Trucking, Inc.	Woman Owned	Sylvia Walker	109 Wamsley Road	Jacksonville	FL	32254	Duval	mikehansontrucking33@yahoo.com	904-502-0271
MIRANDA CONTRACTING, LLC	Hispanic American	JOSHUA GARRISON	8442 W. Beaver Street	Jacksonville	FL	32220	Duval	kgarrison@mirandcontracting.com	904-388-1121
Mister Gene Clean Janitorial Services	African American, Veteran	Gene Buchanan	10935 Acorn Park Ct	jacksonville	FL	32218	Duval	rgeneclean@yahoo.com	904-208-1982
Morales Construction Co., Inc.	Hispanic American	Ricardo Morales, III	6950 Philips Highway, Suite 15	Jacksonville	FL	32216	Duval	rick@moralesgroup.com	904-296-9559
Morales Consulting Engineers, Inc.	Hispanic American	Ed Morales Jr.	3832-010 Baymeadows Rd.	Jacksonville	FL	32217	Duval	emorales@morales-ce.com	904-434-4366
Moreland&Moreland, LLC	Veteran	Ted Moreland	14484 Boney rd	Jacksonville	FL	32226	Duval	morelandandmoreland@a-yahoo.com	844-774-6616
Mygani LLC	African American, Woman Owned	Felicia Wright	PO Box 12308	Jacksonville	FL	32209	Duval	fwright@mygani.com	904-860-8440
N.P.Construction of N. FL, Inc	Hispanic American	Nelson Peraza	6510 Columbia Park Drive #206	Jacksonville	FL	32258	Duval	nperaza@npconci.com	904-262-8830
NAIWBE, LLC	Woman Owned, African American	Sylvia Walker	2 Independence Way	Jacksonville	FL	32202	Duval	syvivia@nawibc.net	904-729-9651
National Tire Solutions, Inc.	Woman Owned	JENNIE MIGLIARESE	1550 Sparring St	Jacksonville	FL	32208	Duval	nationaltirewp@bellsouth.net	904-398-9544
NATURE'S WAY NATURAL PEST CONTROL	Woman Owned	REGINA MCDONOUGH	415 7TH AVE S	JACKSONVILLE	FL	32250	Duval	GINA@NATURESWAYPEST.COM	904-280-7563
Nelson & Company, LLC	Woman Owned	Erika Nelson	3914 Beach Blvd.	Jacksonville	FL	32207	Duval	ENelson@Ncjax.com	904-807-9899
NetAge Inc	African American	Patricia Chandrasegar	9951 Atlantic Blvd. Suite 310	Jacksonville	FL	32225	Duval	pchandri@netageinc.com	904-899-4291
New Leaf Construction, Inc.	Veteran	Rebecca Arsenauf	4348 Southpoint Blvd.	Jacksonville	FL	32216	Duval	rsarsenauf@newleaf.com	904-802-0993
NEXT LEVEL BUSINESS SERVICES	Asian American	Sachin Alug	8613 Old Kings Road South	jacksonville	FL	32217	Duval	sachin@nlbservices.com	510-870-3485
noel g. lawrence, p.a.	African American	noel lawrence	101 union street east	jacksonville	FL	32202	Duval	nglawren@prodigy.net	904-356-9928
North Florida Building Maintenance	Woman Owned	Monica Fourman	3947 Boulevard Center Drive	Jacksonville	FL	32207	Duval	rturmer@gocitywide.com	904-737-4969
North Florida Executive Transportation	African American, Woman Owned	Kathy Wilkins Rogers	7831 Georgia Jack Dr North	Jacksonville	FL	32244	Duval	kwrntf@gmail.com	904-945-3203
North Florida Tint and Clean Inc.	Veteran	Nicholas Stotsenburg	6234 Powers Ave Suite 710	Jacksonville	FL	32217	Duval	flintec@bellsouth.net	904-737-8282
North Florida waste Management	Woman Owned	kristi zajni	3633 lenox ave	Jacksonville	FL	32254	Duval	tonyzajni@gmail.com	904-292-5340
Orange Taxi Cab LLC	Asian American	Dawood Javed	5321 Fairmont Street	Jacksonville	FL	32207	Duval	daood572@yahoo.com	904-800-6666
Our Human Resources Department	Woman Owned	Marme Kopp	25 N. Market Street	Jacksonville	FL	32202	Duval	marmekopp@spheerion.com	904-356-0000
Paint On You LLC	African American, Woman Owned	VARNISA JONES	6145 Whisbury court	Jacksonville	FL	32258	Duval	Paintonyou@protonmail.com	904-469-0029
Parks' Place Daycare & Learning Center	African American, Woman Owned	Joanne Parks	5500 Shindler Drive	Jacksonville	FL	32222	Duval	jparks@parksplacelearningcenter.com	904-908-0140
Paryani Engineers, P.E., P.A.	Asian American	Gul Paryani	PO Box 19865	Jacksonville	FL	32245	Duval	gparyani@aol.com	904-998-7036
Pavmed Inc dba Universal Interpret	Woman Owned	Patricia Van Degna	1720 Oak St Augustine Rd	Jacksonville	FL	32258	Duval	info@pavmedinterpretingsolutions.com	904-258-6011
Peggy Malone & Associates, Inc	Woman Owned	Mike Simpson	14286 Beach Blvd	Jacksonville	FL	32250	Duval	msimpson@peggy Malone.com	904-992-8072
PJ BUILDERS LLC	Woman Owned, African American	Jose Tovar	10736 Majuro dr	jacksonville	FL	32246	Duval	pjbuilders@gmail.com	904-209-7287
Planning Solutions International	African American, Veteran	mario payne	1901 University Blvd W	Jacksonville	FL	32217	Duval	mario.payne@raymondjames.com	904-733-5321
Plexi Chemie dba Industrial Flooring	Woman Owned	Joanne Grant	606-6 Lane Avenue North	Jacksonville	FL	32254	Duval	epoxy@floorcure.com	904-693-8800
Plummer & Associates	Woman Owned	Linda Plummer	12866 huntley manor drive	jacksonville	FL	32224	Duval	lindaplummer@comcast.net	904-223-5505
POH Group, Inc.	Hispanic American	Jose Perez	4141 Southpoint Drive East	Jacksonville	FL	32216	Duval	perezj@pgh.com	904-224-0001
Precision Court Reporting, LLC	African American, Woman Owned	Lalonda Jackson	4600 Touchton Road E.	Jacksonville	FL	32246	Duval	precisionreporting@hotmail.com	904-629-5310
Prime Time Sparkie and Shine	African American, Veteran	Malcolm Jones	7021 Alpine Street	Jacksonville	FL	32208	Duval	rethess2731@gmail.com	904-536-6011
Printing & Promotional Partners	Woman Owned	jenifer miller	6300 St Augustine Road	Jacksonville	FL	32217	Duval	jenpmrton@bellsouth.net	904-358-2822
printing edge, inc	Woman Owned	Ruth Murr	2205 Emerson Street	Jacksonville	FL	32207	Duval	ruth@eprintingedge.com	904-399-3343
Prism Consulting Services, Inc.	Asian American	Manish Kothari	6971 Business Park Blvd N	Jacksonville	FL	32256	Duval	mkothari@prismcs.net	904-880-9900
Prism Health Services, LLC.	Asian American	Prachi Rathi	6971 Business Park Blvd. N	Jacksonville	FL	32256	Duval	prachi@prismhealthservices.net	904-880-9900
Prism Lighting Services, LLC	Asian American, Woman Owned	Manish Kothari	6971 Business Park Blvd N	Jacksonville	FL	32256	Duval	mkothari@prismlighting.net	904-880-9900
Production Premier	Asian American, Veteran	Kieron Pathak	P.O. Box 350405	Jacksonville	FL	32235	Duval	pprem@ gmail.com	904-962-7634
QB Electric LLC	African American, Woman Owned	Janelle Thomas	1228 lake forest blvd	Jacksonville	FL	32208	Duval	J.Thomas@qbelectricllc.com	904-899-2830
Quality Electrical Service, Inc	Hispanic American	Ramiro Onate	2758 Ernest Street	Jacksonville	FL	32205	Duval	ram@qualityjax.com	904-388-9198
Quantum Construction, Inc	African American	Scott Gordon	PO Box 41483	Jacksonville	FL	32203	Duval	scott@quantumconstruct.com	904-415-7920
Quantum Mechanical, LLC	Woman Owned, African American	Patrick Gordon	1225 W. BEAVER STREET	JACKSONVILLE FL	FL	32204	Duval	PATRICK@QUANTUMMECHANICAL.COM	561-868-1008
R & B Contracting, Inc.	Woman Owned	Donna Brooks	PO Box 11833	JACKSONVILLE	FL	32239-1833	Duval	rbcontng@bellsouth.net	904-646-3551
R & G Lake Management Inc.	Hispanic American, Woman Owned	Gustavo Velez	3832-10 Baymeadows Rd Suite 13	Jacksonville	FL	32217	Duval	gvelezvz@gmail.com	904-699-0788
R. M. Myers Company, Inc.	Hispanic American	Darlene Atkins	4505 Lexington Avenue	Jacksonville	FL	32210	Duval	rmm@rmmyers.net	904-387-2743
R&L Cleaning Service	African American	lillian jackson	P.O. Box 23083	Jacksonville	FL	32241	Duval	mlcleaning@mns.com	904-268-8312
Radon Professional Services	Woman Owned	Roxann Davenport	336 North Fourteenth Avenue	Jacksonville Bea FL	FL	32250	Duval	radonpro@aol.com	904-246-8970
Redbird Industries, LLC	Native American	Trisha Balfour	11555 Central Parkway, Ste. 90	Jacksonville	FL	32224	Duval	trisha@redbirdindustriesslc.com	904-591-6811
RFE Construction & Fence Services	Woman Owned	ronald ethridge	10220 redwood dr	Jacksonville	FL	32209	Duval	ronethridge@hotmail.com	904-982-0127
Rivers Constructors, Inc.	Woman Owned	JENNIFER RIVERS	7855-703 Argyle Forest Blvd	Jacksonville	FL	32244	Duval	ginger@riversconstructorsinc.com	904-779-2300
Rodriguez Architecture, LLC	Woman Owned	Joanna Rodriguez	4168 Southpoint Parkway	Jacksonville	FL	32216	Duval	joanna@archiz.net	904-345-5483
Rolland, DeValle & Bradley, Inc.	Hispanic American	Jeffrey Rolland	6420 Southpoint Parkway	Jacksonville	FL	32216	Duval	jeff.rolland@rdbi.net	904-398-3939
Rolling Thunder Business Solutions	Hispanic American, Veteran	Andrew Russell	1401 Riverplace Blvd	Jacksonville	FL	32207	Duval	Andrew@rollingthundersolutions.com	202-441-9200
Sandar Industries, Inc.	Hispanic American	Delia Rodriguez	PO Box 33106	Atlantic Beach	FL	32233	Duval	drodriguez@sandar.com	904-926-4309
Santa Teresa Holdings LLC	Hispanic American	Thomas Solano	5210 Belfort Rd	Jacksonville	FL	32256	Duval	tsolano@stf.com	904-724-2277
Sassy's Cleaning Service	Woman Owned	Cathy Reister	7020 Oakwood Dr	Jacksonville	FL	32211	Duval	ccrester@hotmail.com	904-626-8991
Serenity Cleaning Solutions, Inc.	Asian American	Art Samuels	7621 Lookout point Dr	Jacksonville	FL	32210	Duval	serenityjan@comcast.net	904-783-0540
Serenity Restoration & Cleaning Solutions	African American	Art Samuels	7621 Lookout Point dr	Jacksonville	FL	32210	Duval	srscins@att.net	904-783-0540
Servicefinders, LLC	African American	Phillip Drake	4573 Cape Sable Ct	Jacksonville	FL	32277	Duval	phillip@sf-llc.com	904-714-8853
SGS Technologie LLC	Asian American	Arun Venkatesan	6817 Southpoint Parkway,	Jacksonville	FL	32216	Duval	arun@sgstechnologies.net	904-332-4534
SGS Technologie LLC IA 7/18	Asian American	Manimala Arun	6817 Southpoint Parkway,	Jacksonville	FL	32216	Duval	nilaarun@sgstechnologies.net	904-807-8691
SGS Technologie LLC IA 7/18	Asian American	Arun Venkatesan	6817 Southpoint Parkway,	Jacksonville	FL	32216	Duval	arun@sgstechnologies.net	904-332-4534
Shear Finesse Beauty Academy, Inc.	African American, Woman Owned	Yvonne Williams	9200 Arlington Exp Way #28	Jacksonville	FL	32225	Duval	shearfinesse@att.net	904-764-6474
Shimp Sign & Design Inc.	Woman Owned	Sean Shimp	1005 14th St. N.	Jacksonville Bea FL	FL	32250	Duval	yean.shimp@comcast.net	904-268-3335
Shirley Singleton Inc	African American, Woman Owned	Shirley Singleton	2301 Gilmore St	Jacksonville	FL	32204	Duval	shirleyj@att.net	904-536-7916
SILMONS & CO, INC	Woman Owned	ASHLEY SILMONS	1720 Creek Rd	Jacksonville	FL	32218	Duval	ASHLEY@COLTRIFORMSDONE.COM	904-982-0127
Smith Brothers Lawn Maintenance, Inc	African American	Michael Smith	13245 Atlantic Blvd	Jacksonville	FL	32225	Duval	smithbrotherslawn@comcast.net	904-759-5296
Software Integration Services Inc	Asian American	Ravindra Pilli	10010 Chester Lake RD E	Jacksonville	FL	32256	Duval	pillir@sisincorp.com	904-476-1728
Solutions for Care, Inc.	Woman Owned	Carol Medeiros	P.O. Box 50062	Jacksonville	FL	32240	Duval	info@solutionsforcare.com	904-287-1894
Southside Lawn Care LLC	African American	Kareem Brumfield	13135 Yamasi TRL	Jacksonville	FL	32225	Duval	service@southsidelawnare.com	904-803-5367
SPA Smiley Trucking, Inc.	African American	Samuel Smiley	5040 Grann Lloyd Drive	Jacksonville	FL	32209	Duval	spasmileyltrucking@gmail.com	904-449-8168
Spatial Concepts Inc	Woman Owned	Louis Rose	9133 R.G. Skinner Parkway	Jacksonville	FL	32256	Duval	lrouse@spatialconceptsinc.com	904-519-8310
Spectra Engineering & Research, Inc.	African American	Peter Okonkwo	644 Cesity Blvd	Jacksonville	FL	32211	Duval	pokonkwo@spectraengr.com	850-656-9634
Spencer's Designer Florist, Gifts & Arrangements	African American	Monica Roberts	6116 North Main Street	Jacksonville	FL	32208	Duval	mroberts@spencersflorist.com	904-764-4043
SSS Constructors Inc	Woman Owned, Asian American	Naeem Mahmood	9980 Watermark Lane West	Jacksonville	FL	32256	Duval	ssscinc@yahoo.com	904-497-8905
Star Fire Sprinklers, Inc.	Woman Owned	Starlene Tittle	533 Stevens Street	Jacksonville	FL	32254	Duval	star@starsprinklers.com	904-384-1066
Stitches & Screens, Inc.	Woman Owned	Linda Kelly	1939 Mayport Road	Atlantic Beach	FL	32233	Duval	linda@stitchesandscreens.com	904-246-7616
Sudden Impact Solutions	Woman Owned, African American	Catherine Barnes	E3 c/o Sudden Impact Solutions	Jacksonville	FL	32202	Duval	dr.cibarnes@gmail.com	904-502-9163
SUMMIT Center for Resources and Training	African American	Thomas B. Waters	P.O. Box 28427	Jacksonville	FL	32226-8427	Duval	thomaswaters@att.net	904-704-1466
Superior Fence and Rail of North Flor	Veteran	Zach Peyton	5470 Highway Avenue	Jacksonville	FL	32254	Duval	zach.peyton@superiorfenceandrail.com	904-683-6349
SURVEYE INC	Veteran, Asian American	Surujnarine Singh	9511 Bent Oak Ct	Jacksonville	FL	32257	Duval	ssingh@wholeyardslandscaping.com	9044326201
synergy Software Solutions, Inc.	Asian American, Woman Owned	Sukhbir Singh	8752 Harpers Glen Court	Jacksonville	FL	32256	Duval	sukhbir.singh@synergysci.com	904-859-0505
TB Solutions, LLC	African American, Woman Owned	Tracy Austin	P.O. Box 380086	Jacksonville	FL	32205	Duval	itsolutio@att.net	904-345-1451
Teknet Media, Inc.	African American	Leonard Baker	P.O. Box 550502	Jacksonville	FL	32255	Duval	teknetmedia@gmail.com	904-415-9275
The Desoto Group, LLC	Woman Owned, Veteran, African American	Sonya Montgomery	400 East Bay Street	Jacksonville	FL	32202	Duval	sonya@desotogroup.com	407-797-0606
The Grant Agency, Inc.	Veteran	Cliff Grant	11514 Delegate Court	Jacksonville	FL	32246	Duval	cliffgrant@att.net	904-645-0108
The Homesteader FCE	Hispanic American, Woman Owned	Isabel Christiansen	4850-101 Collins Rd	Jacksonville	FL	32244	Duval	morethanink@comcast.net	904-215-1086
The Omega Group, LLC	African American, Veteran	Cheri McCullough	1756 Silver Street	Jacksonville	FL	32206	Duval	cmccullough@omegagroup.com	904-807-6512
The Rose Group LLC	African American	Reginald Ansley	2933 N Myrtle Avenue	Jacksonville	FL	32209	Duval	ransley@therosegroupllc.com	904-353-1353
THREE COMPANY LLC	African American, Woman Owned	HANNAN HAMED-FURQAN	1500 Industrial Blvd.	Jacksonville	FL	32254	Duval	info@3companies.com	904-374-0917
TISOKO Consulting Group, LLC	African American, Woman Owned	Tanya Harris	415 E Forsyth Street	Jacksonville	FL	32202	Duval	taharris@tiscoconsult.com	904-429-4034
TMC Promotional Products, Inc	Woman Owned	Kim Scott	416 Third St. South, Ste. 202						

V & R Enterprise of Jacksonville, Inc.	African American, Woman Owned	Valentina Williams	Suite 1	Jacksonville	FL	32218	Duval	vrenterpriseinc@hotmail.com	904-424-9441
V MITCHELL ENTERPRISE LLC	African American	VONTRELL MITCHELL	7911 DWYER DR	JACKSONVILLE	FL	32244	Duval	vmitchell06@gmail.com	904-651-5919
ValorPoint LLC	Veteran, African American	Markus Hardy	PO Box 551177	Jacksonville	FL	32255	Duval	info@valorpointllc.com	904-321-7007
Vanguard Electrical Contractors	Woman Owned	Gini Philippe	3653 Regent Blvd. Suite #302	Jacksonville	FL	32224	Duval	giniphilippe@hotmail.com	904-232-4018
Vanguard Electrical Contractors, Inc.	Woman Owned	Gini Philippe	3653 Regent Blvd.	Jacksonville	FL	32224	Duval	giniphilippe@hotmail.com	904-232-4018
VIA Concepts, LLC	Asian American	Tat Chan	1807 3rd Street N.	Jacksonville	Bea	32250	Duval	tat_chan@viaconcepts.com	904-249-9900
Waca Logistics, LLC	African American, Veteran	Alex Waca	12041 Cavalry Ct	Jacksonville	FL	32246	Duval	alex@wacalogistics.com	904-233-7908
Waiz & Moye, Inc.	Hispanic American, Woman Owned	Arellys Moye	3738 Southside Boulevard	Jacksonville	FL	32216	Duval	arelysmoye@comcast.net	904-642-8311
Walker Trophies & More, LLC	Woman Owned	Lynn Walker	11792 San Jose Blvd	Jacksonville	FL	32223	Duval	crownjacksonville@gmail.com	904-260-4871
Watergate Painting & Decorating Inc.	Woman Owned	Darlene Tillem	3982 Kaden Drive East	Jacksonville	FL	32277	Duval	wpainting@aol.com	904-725-1949
Well Made Business Solutions	Woman Owned, African American	Evonne Taylor	200 S. Biscayne Blvd	Miami	FL	33131	Duval	etaylor@wmbs.co	773-848-5324
White Sands Trading Company, Inc.	Woman Owned	Kelly Mannel	3425 N Main St	Jacksonville	FL	32206	Duval	ronmackoul@mackoul.net	904-708-5321
Williams & Williams General Contract	Woman Owned, African American	Angie Williams	5975 Wakulla Springs Rd	Jacksonville	FL	32258	Duval	AngieWilliams@WilliamsandWilliamsLLC.com	904-335-2122
willis the cook caterer	African American	lindsey willis	1445 Falabella Dr	Jacksonville	FL	32218	Duval	lindseywillis@belsouth.net	904-318-3574
WiredPeople	Hispanic American	Cyndy Loomis	4601 Touchton Rd	Jacksonville	FL	32246	Duval	wpsales@wiredpeopleinc.com	850-671-1006
Workplace Solutions Inc	Woman Owned	Stephanie Royal	3733 University Blvd. West	Jacksonville	FL	32217	Duval	sroyal@workplace.us	904-997-8878
Workplace Solutions, Inc	Woman Owned	Jessica Martin	3733 University Blvd West	Jacksonville	FL	32217	Duval	martin@workplace.us	904-997-8878
Workplace Solutions, Inc	Woman Owned	Jessica Martin	3733 University Blvd West	Jacksonville	FL	32217	Duval	martin@workplace.us	904-997-8878
Yown's Boiler	Veteran	Cory Yown	3501 West 20th. Street	Jacksonville	FL	32254	Duval	cyown@yowns.com	904-786-1645
Zabatt Inc	Hispanic American	Maria Sabatier	4612 Highway Ave	Jacksonville	FL	32254	Duval	sales@zabatt.com	904-421-8848
Nature Coast Tree Corp	Woman Owned	Deborah Tarantino	6191 N US Hwy 129	Bell	FL	32619	Gilchrist	nctreeco@windstream.net	386-935-9349
Santa Fe Power Solutions, Inc.	Veteran	Doug Godbey	11889 NW 10th Ct	Branford	FL	32008	Gilchrist	Doug@santafepower.net	877-215-5522
Ivan Ross Enterprise LLC	African American, Veteran	Ivan Udehl	16514 Collins Street	White Springs	FL	32096	Hamilton	ivanudehl@ivanrossllc.com	386-397-2802
Santa Fe Power Solutions, Inc.	Veteran	Doug Godbey	11889 NW 10th Ct	Branford	FL	32008	Suwannee	santafepower@hughes.net	386-935-4937
Technology Solutions Forall	Hispanic American, Woman Owned	Marta Delgado	21862 Carmel Place	OBrien	FL	32071	Suwannee	PO@martastfoods.com	386-935-0650
Worth Const. & Development, Inc.	Woman Owned	Stacey Worth	4815 US Hwy 129 North	Live Oak	FL	32060	Suwannee	worth@windstream.net	386-364-9330

CDBG SIGN REQUIREMENTS



CONSTRUCTION AGREEMENT

COLUMBIA COUNTY, a political subdivision of the State of Florida, by and through its Board of County Commissioners, situated at 135 NE Hernando Avenue, Suite 203, Lake City, Florida 32056-1529 (the "County"), hereby contracts with _____ (the "Contractor") of _____ (address) a contractor licensed to perform all work in the State of Florida in connection with the County's Project No. ____ (the "Project"), as said work is set forth in the Plans and Specifications and other Contract Documents hereafter specified (the "Work"). The designated Engineer for the Project and the Work, as referenced in this Agreement, shall be

The County and the Contractor, for the consideration herein set forth, agree as follows:

Section 1. Contract Documents

The Contract Documents consist of this Agreement, the Exhibits described in Section 4 hereof, the Legal Advertisement, the Instructions to Bidders, the Proposal and any duly executed and issued addenda, Change Orders, Work Directive Changes, Field Orders, Work Authorizations and amendments relating thereto. All of the foregoing Contract Documents are incorporated by reference and made a part of this Agreement (all of said documents including the Agreement sometimes being referred to herein as the "Contract Documents" and sometimes as the "Agreement"). A copy of the Contract Documents shall be maintained by Contractor at the Project site at all times during the performance of the Work.

Section 2. Scope of Work

The Contractor agrees to furnish and pay for all management, supervision, financing, labor, materials, tools, fuel, supplies, utilities, equipment and services of every kind and type necessary to diligently, timely, and fully perform and complete in a good and workmanlike manner the Work required by this Agreement.

Section 3. Contract Amount

In consideration of the faithful performance by the Contractor of the covenants in this Agreement to the full satisfaction and acceptance of the County, the County agrees to pay, or cause to be paid, to Contractor the following amount (herein "Contract Amount"), in accordance with the terms of this Agreement: .

[INSERT SCHEDULE OF UNIT PRICES AS APPLICABLE]

Section 4. Exhibits Incorporated

The following documents are expressly agreed to be incorporated by reference and made a part of this Agreement:

- A. Legal Advertisement
- B. Invitation to Bid
- C. Bid Proposal with required forms
- D. Performance Bond
- E. Public Payment Bond
- F. Insurance Requirements, including certificates of insurance
- G. Form of Release and Affidavit
- H. Change Order Form
- I. Notice of Award
- J. Notice to Proceed Form
- K. Application for Payment Form
- L. Special Conditions, if any
- M. Project Plans**
- N. 2017 FDOT Standard Specifications for Road and Bridge Construction**

Section 5. Bonds

A. The Contractor shall provide Performance and Payment Bonds, in the form prescribed in the Exhibits to the Agreement, in the amount of 100% of the Contract Amount, the costs of which are to be paid by Contractor. The Performance and Payment Bonds shall be underwritten by a surety authorized to do business in the State of Florida and otherwise acceptable to the County; provided, however, the surety shall be rated as “A-” or better as to general policy holders rating and Class V or higher rating as to financial size category and the amount required shall not exceed 5% of the reported policyholders surplus, all as reported in the most current Best Key Rating Guide, published by A.M. Best Company, Inc. of 75 Fulton Street, New York, New York 10038.

B. If the surety for any bond furnished by Contractor is declared bankrupt, becomes insolvent, its right to do business is terminated in the State of Florida, or it ceases to meet the requirements imposed by the Contract Documents, the Contractor shall, within five (5) calendar days thereafter, substitute another bond and surety, both of which shall be subject to the County's approval.

Section 6. Contract Time and Liquidated Damages

A. Time is of the essence in the performance of the Work under this Agreement. The “Commencement Date” shall be established in the Notice to Proceed to be issued by the County. The Contractor shall commence the Work within five (5) calendar days from the Commencement Date. No Work shall be performed at the Project site prior to the Commencement Date. Any Work performed by the Contractor prior to the Commencement Date shall be at the sole risk of the

Contractor. The Work shall be substantially completed within calendar days from the Commencement Date. The date of substantial completion of the Work (or designated portions thereof) is the date certified by the Engineer when construction is sufficiently complete, in accordance with the Contract Documents, so the County can occupy or utilize the Work (or designated portions thereof) for the use for which it is intended. The Work shall be fully completed and ready for final acceptance by the County within ___ calendar days from the Commencement Date (herein “Contract Time”).

B. The County and the Contractor recognize that, since time is of the essence for this Agreement, the County will suffer financial loss if the Work is not substantially completed within the time specified above, as said time may be adjusted as provided for herein. Should the Contractor fail to substantially complete the Work within the time period noted above, the County shall be entitled to assess, as liquidated damages, but not as a penalty, \$ [USE FDOT Schedule of LD’s based upon Project \$ Value¹ for each calendar day thereafter until substantial completion is achieved. The Project shall be deemed to be substantially completed on the date the Engineer issues a Substantial Completion Certificate pursuant to the terms hereof. The Contractor hereby expressly waives and relinquishes any right which it may have to seek to characterize the above noted liquidated damages as a penalty, which the parties agree represents a fair and reasonable estimate of the County’s actual damages at the time of contracting if the Contractor fails to substantially complete the Work in a timely manner.

C. When any period of time is referenced by days herein, it shall be computed to exclude the first day 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 shall be omitted from the computation, and the last day shall become the next succeeding day which is not a Saturday, Sunday or legal holiday.

Section 7. Intent of Contract Documents and Contractor Representations

A. It is the intent of the Contract Documents to describe a functionally complete project (or portion thereof) to be constructed in accordance with the Contract Documents. Any work, materials or equipment that may reasonably be inferred from the Contract Documents as being required to produce the intended result shall be supplied whether or not specifically called for. When words which have a well known technical or trade meaning are used to describe work, materials or equipment, such words shall be interpreted in accordance with that meaning. Reference to standard specifications, manuals or codes of any technical society, organization or association or to the laws or regulations of any governmental authority having jurisdiction over the Project, whether such reference be specific or by implication, shall mean the latest standard specification, manual, code, law or regulation in effect at the time the Work is performed, except as may be otherwise specifically stated herein.

¹ The Liquidated Damages have been valued based upon the Florida Department of Transportation’s Standard Specifications for Road and Bridge Construction, published **July 2017**.

B. If before or during the performance of the Work, Contractor discovers a conflict, error or discrepancy in the Contract Documents, Contractor immediately shall report same to Engineer in writing and before proceeding with the Work affected thereby shall obtain a written interpretation or clarification from the Engineer. Contractor shall take field measurements and verify field conditions and shall carefully compare such field measurements and conditions and other information known to Contractor with the Contract Documents before commencing any portion of the Work.

C. Drawings are intended to show general arrangements, design and extent of Work and are not intended to serve as shop drawings. Specifications are separated into divisions for convenience of reference only and shall not be interpreted as establishing divisions for the Work, trades, subcontracts, or extent of any part of the Work. In the event of a discrepancy between or among the drawings, specifications or other Contract Document provisions, Contractor shall be required to comply with the provision which is the more restrictive or stringent requirement upon the Contractor, as determined by the Engineer.

D. In order to induce Owner to enter into this Agreement Contractor makes the following representations:

- D.1 Contractor has examined and carefully studied the Contract Documents (including those listed in Section 4) and the other related data identified in the Project Documents including “technical data.”
- D.2 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, performance or furnishing of the Work.
- D.3 Contractor is familiar with and is satisfied as to all federal, state, and local Laws and Regulations that may affect cost, progress, performance and furnishing of the Work.
- D.4 Contractor has carefully studied all reports of explorations and tests of subsurface conditions at or contiguous to site and all drawings of physical conditions in or relating to existing surface or subsurface structures at or contiguous to the site. Contractor acknowledges that Owner and Engineer do not assume responsibility for the accuracy or completeness of information and data shown or indicated in the Contract Documents with respect to Underground Facilities at or contiguous to the site. Contractor has obtained and carefully studied (or assumes responsibility for having done so) all such additional supplementary examinations, investigations, explorations, tests, studies, and data concerning conditions (surface, subsurface, and Underground Facilities) at or contiguous to the site or otherwise which may affect cost, progress, performance, or furnishing of the Work or which relate to any aspect of the means, methods, techniques, sequences, and procedures of construction to be employed by Contractor and safety precautions, and

programs incident thereto. Contractor does not consider that any additional examinations, investigations, explorations, tests, studies, or data are necessary for the performance and furnishing of the Work at the Contract Price, within the Contract Times and in accordance with the other terms and conditions of the Contract Documents.

- D.5 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.
- D.6 Contractor has correlated the information known to Contractor, information and observation obtained from visits to the site, reports, and drawings identified in the Contract Documents and all additional examinations, investigations, explorations, tests, studies, and data with the Contract Documents.
- D.7 Contractor has given Engineer written notice of all conflicts, errors, ambiguities or discrepancies that Contractor has discovered in the Contract Documents and the written resolution thereof by Engineer is acceptable to Contractor, and the Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.

Section 8. Investigation and Utilities

A. Contractor shall have the sole responsibility of satisfying itself concerning the nature and location of the Work and the general and local conditions, and particularly, but without limitation, with respect to the following: those affecting transportation, access, disposal, handling and storage of materials; availability and quality of labor; water and electric power; availability and condition of roads; work area; living facilities; climatic conditions and seasons; physical conditions at the work-site and the project area as a whole; topography and ground surface conditions; nature and quantity of the surface materials to be encountered; subsurface conditions; equipment and facilities needed preliminary to and during performance of the Work; and all other costs associated with such performance. The failure of Contractor to acquaint itself with any applicable conditions shall not relieve Contractor from any of its responsibilities to perform under the Contract Documents, nor shall it be considered the basis for any claim for additional time or compensation.

B. Contractor shall locate all existing roadways, railways, drainage facilities and utility services above, upon, or under the Project site, said roadways, railways, drainage facilities and utilities being referred to in this Sub-Section 8.B. as the "Utilities". Contractor shall contact the owners of all Utilities to determine the necessity for relocating or temporarily interrupting any Utilities during the construction of the Project. Contractor shall schedule and coordinate its Work around any such relocation or temporary service interruption. Contractor shall be responsible for properly shoring, supporting and protecting all Utilities at all times during the course of the Work.

Section 9. Schedule

A. The Contractor, within ten (10) calendar days after receipt of a Notice of Award, shall prepare and submit to the County and Engineer, for their review and approval, a progress schedule for the Project (herein "Progress Schedule"). The Progress Schedule shall relate to all Work required by the Contract Documents and shall: show the various activities of work in sufficient detail to demonstrate a reasonable and workable plan to complete the Project within the Contract Time; show the order and interdependence of activities and the sequence for accomplishing the Work and describe all activities in sufficient detail so that the Engineer can readily identify the work and measure the progress of each activity; show each activity with a beginning work date, a duration, and a monetary value; include activities for procurement fabrication, and delivery of materials, plant, and equipment, and review time for shop drawings and submittals; include milestone activities when milestones are required by the Contract Documents; and in a Project with more than one phase, adequately identify each phase and its completion date, and not allow activities to span more than one phase. The Contractor shall also submit a working plan with the Progress Schedule, consisting of a concise written description of the construction plan.

B. The Engineer will return inadequate schedules to the Contractor for corrections and Contractor shall resubmit a corrected schedule within five (5) calendar days from the date of the Engineer's return transmittal. The Engineer will use the accepted Project Schedule as the baseline against which to measure the progress. However, by acceptance of the Project Schedule, the Engineer does not endorse or otherwise certify the validity or accuracy of the activity durations or sequencing of activities.

B. The Progress Schedule shall be updated by the Contractor if there is a significant change in the planned order or duration of an activity or upon the request of the Engineer, which shall not be requested more than [INSERT TIMES] a month. All updates to the Progress Schedule shall be subject to the County's and Engineer's review and approval. The Engineer's review and approval of submitted the Progress Schedule and any required or requested updates shall be a condition precedent to the County's obligation to pay the Contractor.

Section 10. Progress Payments

A. Prior to submitting its first Application for Payment, Contractor shall submit to the County and the Engineer, for their review and approval, a schedule of values based upon the Contract Price, listing the major elements of the Work and the dollar value for each element. After its approval by the County and Engineer, this schedule of values shall be used as the basis for the Contractor's monthly Applications for Payment. This schedule shall be updated and submitted each month to the Engineer along with a completed and notarized copy of the Application for Payment form.

B. Prior to submitting its first Application for Payment, Contractor shall submit to the Engineer a complete list of all its proposed subcontractors and materialmen. The first Application for Payment shall be submitted no earlier than thirty (30) days after the Commencement Date.

C. If payment is requested on the basis of materials and equipment not incorporated into the Project, but delivered and suitably stored at the site or at another location agreed to by the County in writing, the Application for Payment shall also be accompanied by a bill of sale, invoice or other documentation warranting that the County has received the materials and equipment free and clear of all liens, charges, security interests and encumbrances, together with evidence that the materials and equipment are covered by appropriate property insurance and other arrangements to protect the County's interest therein, all of which shall be subject to the County's satisfaction.

D. Contractor shall submit its monthly Application for Payment to the Engineer on or before the 25th day of each month for work performed during the previous month. Invoices received after the 25th day of each month shall be considered for payment as part of the next month's application. Within ten (10) calendar days after receipt of each Application for Payment, the Engineer shall either:

- D.1 indicate his approval of the requested payment;
- D.2 indicate his approval of only a portion of the requested payment, stating in writing his reasons therefore; or
- D.3 return the Application for Payment to the Contractor indicating, in writing, the reason for refusing to approve payment.

In the event of a total denial and return of the Application for Payment by the Engineer, the Contractor may make the necessary corrections and resubmit the Application for Payment. The County shall, within thirty (30) calendar days after County approval of an Application for Payment, pay the Contractor the amounts so approved. Provided, however, in no event shall the County be obligated to pay any amount greater than that portion of the Application for Payment approved by the Engineer.

E. The County shall retain ten percent (10%) of the gross amount of each monthly payment request or ten percent (10%) of the portion thereof approved by the Engineer for payment, whichever is less. After fifty percent (50%) of the services are completed, the County will reduce the retainage to five percent (5%) of each subsequent progress payment. Such sums shall be accumulated and released to Contractor with final payment.

F. Monthly payments to Contractor shall in no way imply approval or acceptance of Contractor's work.

G. Each Application for Payment shall be accompanied by a Release and Affidavit, in the form attached to this Agreement, showing that all materials, labor, equipment and other bills associated with that portion of the Work for which payment is being requested have been paid in full.

The County shall not be required to make payment until and unless these affidavits are furnished by the Contractor.

H. The County reserves the right to issue joint checks to Contractor and its material suppliers, subcontractors, labor unions, equipment suppliers, etc., if, in the County's sole judgment, it is necessary to do so to ensure payment to the above named parties or if above named parties have filed a notice of nonpayment, lien or intent to lien, stop notice, etc.

Section 11. Payments Withheld

A. The Engineer or the County may decline to approve any Application for Payment, or portions thereof, because of subsequently discovered evidence or subsequent inspections. The Engineer or the County may nullify the whole or any part of any approval for payment previously issued and the County may withhold any payments otherwise due Contractor under this Agreement or any other agreement between the County and Contractor, to such extent as may be necessary in the County's opinion to protect it from loss because of:

- A.1 Defective Work not remedied;
- A.2 Third party claims filed or reasonable evidence indicating probable filing of such claims;
- A.3 Failure of Contractor to make payment properly to subcontractors or for labor, materials or equipment;
- A.4 Reasonable doubt that the Work can be completed for the unpaid balance of the Contract Amount;
- A.5 Reasonable indication that the Work will not be completed within the Contract Time;
- A.6 Unsatisfactory prosecution of the Work by the Contractor;
- A.7 Failure to provide accurate and current "As-Builts"; or
- A.8 Any other material breach of the Contract Documents.

B. If these conditions in Subsection 11.A are not remedied or removed, the County may, after three (3) days written notice, rectify the same at Contractor's expense. The County also may offset against any sums due Contractor the amount of any liquidated or unliquidated obligations of Contractor to the County, whether relating to or arising out of this Agreement or any other agreement between Contractor and the County.

Section 12. Final Payment

A. The County shall make final payment to Contractor within thirty (30) calendar days after the Work is finally inspected and accepted by both the County and the Engineer in accordance with Section 25.B. herein, provided that Contractor first, and as an explicit condition precedent to the accrual of Contractor's right to final payment, shall have furnished the County with a properly executed and notarized copy of the Release and Affidavit, as well as, a duly executed copy of the Surety's consent to final payment and such other documentation that may be required by the Contract Documents and the County.

B. Contractor's acceptance of final payment shall constitute a full waiver of any and all claims by Contractor against the County arising out of this Agreement or otherwise relating to the Project, except those previously made in writing and identified by parties as unsettled at the time of the final Application for Payment. Neither the acceptance of the Work nor payment by the County shall be deemed to be a waiver of the County's right to enforce any obligations of Contractor hereunder or to the recovery of damages for defective Work not discovered by the Engineer or the County at the time of final inspection.

Section 13. Submittals and Substitutions

A. Contractor shall carefully examine the Contract Documents for all requirements for approval of materials to be submitted such as a schedule of values, safety manual, shop drawings, data, test results, schedules and samples. Contractor shall submit all such materials at its own expense and in such form as required by the Contract Documents in sufficient time to prevent any delay in the delivery of such materials and the installation thereof.

B. Whenever materials or equipment are specified or described in the Contract Documents by using the name of a proprietary item or the name of a particular supplier, the naming of the item is intended to establish the type, function and quality required. Unless the name is followed by words indicating that no substitution is permitted, materials or equipment of other suppliers may be accepted by the County if sufficient information is submitted by Contractor to allow the County to determine that the material or equipment proposed is equivalent or better than to that named. Requests for review of substitute items of material and equipment will not be accepted by the County from anyone other than Contractor and all such requests must be submitted by Contractor to Engineer within thirty (30) calendar days after Notice of Award is received by Contractor.

C. If Contractor wishes to furnish or use a substitute item of material or equipment, Contractor shall make application to the Engineer for acceptance thereof, certifying that the proposed substitute shall perform adequately the functions and achieve the results called for by the general design, be similar and of equal substance to that specified and be suited to the same use as that specified. The application shall state that the evaluation and acceptance of the proposed substitute will not prejudice Contractor's achievement of substantial completion on time, whether or not acceptance of the substitute for use in the Work will require a change in any of the Contract

Documents (or in the provisions of any other direct contract with the County for the Project) to adapt the design to the proposed substitute and whether or not incorporation or use of the substitute in connection with the Work is subject to payment of any license fee or royalty. All variations of the proposed substitute from that specified will be identified in the application and available maintenance, repair and replacement service shall be indicated. The application also shall contain an itemized estimate of all costs that will result, directly or indirectly, from acceptance of such substitute, including costs for redesign and claims of other contractors affected by the resulting change, all of which shall be considered by the Engineer in evaluating the proposed substitute. The Engineer may require Contractor to furnish at Contractor's expense additional data about the proposed substitute.

D. If a specific means, method, technique, sequence or procedure of construction is indicated in or required by the Contract Documents, Contractor may furnish or utilize a substitute means, method, sequence, technique or procedure of construction acceptable to the Engineer, if Contractor submits sufficient information to allow the Engineer to determine that the substitute proposed is equivalent to that indicated or required by the Contract Documents. The procedures for submission to and review by the Engineer shall be the same as those provided herein for substitute materials and equipment.

E. The Engineer shall be allowed a reasonable time within which to evaluate each proposed substitute. The Engineer shall be the sole judge of acceptability, and no substitute will be ordered, installed or utilized without the Engineer's prior written acceptance which shall be evidenced by either a Change Order or an approved Shop Drawing. The County may require Contractor to furnish at Contractor's expense a special performance guarantee or other surety with respect to any substitute.

Section 14. Daily Reports, As-Builts and Meetings

A. Unless waived in writing by the County, Contractor shall complete, maintain, and submit to Engineer on a Weekly basis a daily log of the Contractor's work in a format approved by the Engineer. The daily log shall document all activities of Contractor at the Project site including, but not limited to, the following:

- A.1. Weather conditions showing the high and low temperatures during work hours, the amount of precipitation received on the Project site, and any other weather conditions which adversely affect the Work;
- A.2. Any Conditions which adversely affect the Work;
- A.3. The hours of operation by Contractor's and subcontractor's personnel;
- A.4. The number of Contractor's and subcontractor's personnel present and working at the Project site, by subcontract and trade;

- A5. All equipment present at the Project site, description of equipment use and designation of time equipment was used (specifically indicating any down time);
- A.6. Description of Work being performed at the Project site;
- A.7. Any unusual or special occurrences at the Project site;
- A.8. Materials received at the Project site;
- A.9. A list of all visitors to the Project site; and
- A.10. Any problems that might impact either the cost or quality of the Work or the time of performance.

The daily log shall not constitute nor take the place of any notice required to be given by Contractor to the County or Engineer pursuant to the Contract Documents.

B. Contractor shall maintain in a safe place at the Project site one record copy of the Contract Documents, including, but not limited to, all drawings, specifications, addenda, amendments, Change Orders, Work Directive Changes and Field Orders, as well as all written interpretations and clarifications issued by the Engineer, in good order and annotated to show all changes made during construction. The annotated drawings shall be continuously updated by the Contractor throughout the prosecution of the Work to accurately reflect all field changes that are made to adapt the Work to field conditions, changes resulting from Change Orders, Work Directive Changes and Field Orders, and all concealed and buried installations of piping, conduit and utility services. All buried and concealed items, both inside and outside the Project site, shall be accurately located on the annotated drawings as to depth and in relationship to not less than two (2) permanent features (e.g. interior or exterior wall faces). The annotated drawings shall be clean and all changes, corrections and dimensions shall be given in a neat and legible manner in a contrasting color. The "As-Built" record documents, together with all approved samples and a counterpart of all approved shop drawings shall be available to Engineer for reference. Current and accurate "As-Built" record documents shall be submitted with each Application for Payment. Failure to provide current and accurate "As-Built" record drawings shall be reason for rejecting the Application for Payment. Upon completion of the Work and as a condition precedent to Contractor's entitlement to final payment, these "As-Built" record documents, samples and shop drawings shall be delivered to Engineer by Contractor for the County.

C. Contractor shall keep all records and supporting documentation which concern or relate to the Work hereunder for a minimum of five (5) years from the date of termination of this Agreement or the date the Project is completed, whichever is later. The County, or any duly authorized agents or representatives of the County, shall have the right to audit, inspect and copy all such records and documentation as often as they deem necessary during the period of this Agreement

and during the five (5) year period noted above; provided, however, such activity shall be conducted only during normal business hours.

- D. In addition to other requirements provided herein, Contractor shall:
- D.1. Keep and maintain public records that ordinarily and necessarily would be required by the County in order to perform the Work.
 - D.2. Provide the public with access to public records on the same terms and conditions that the County would provide the records and at a cost that does not exceed the cost provided in this chapter or as otherwise provided by law.
 - D.3. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law.
 - D.4. Meet all requirements for retaining public records and transfer, at no cost, to the County all public records in possession of the Contractor upon termination of the Contract and destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to the County in a format that is compatible with the information technology systems of the County.
 - D.5. If the Contractor does not comply with a public records request, the County may terminate this Contract in accordance with Section 23 hereof.

Section 15. Independent Contractor

Contractor is an independent contractor and shall, at its sole cost and expense and without increase in the contract price, comply with all laws, rules, ordinances, and regulations of all governing bodies having jurisdiction over the Work. Contractor shall be responsible for securing timely inspections and approvals of its work from all such authorities and as required by the Contract Documents. Contractor shall obtain and pay for all necessary permits and licenses, including business licenses; pay all fees, manufacturer's taxes, sales taxes, use taxes, processing taxes, and all federal and state taxes, insurance and contributions for social security and unemployment or disability insurance, which are measured by wages, salaries, or other remunerations paid to Contractor's employees, whether levied under existing or subsequently enacted laws, rules, or regulations. Contractor shall maintain proof that it has complied with all aspects of the foregoing provision and shall make such proof available for review by the County at County's request.

Section 16. Contractor Performance, Extensions, and No Damages for Delay of Work

A. Contractor shall diligently pursue the completion of the Work and coordinate the Work being done on the Project by its subcontractors and materialmen, as well as coordinating its Work with all work of others at the Project Site, so that its Work or the work of others shall not be delayed or impaired by any act or omission by Contractor. Contractor shall be solely responsible for all construction means, methods, techniques, sequences, and procedures, as well as coordination of all portions of the Work under the Contract Documents.

B. Should Contractor be obstructed or delayed in the prosecution of or completion of the Work as a result of unforeseeable causes beyond the control of Contractor, and not due to its fault or neglect, including but not restricted to acts of God or of the public enemy, acts of government, fires, floods, epidemics, quarantine regulation, strikes or lockouts, Contractor shall notify the County in writing within forty-eight (48) hours after the commencement of such delay, stating the cause or causes thereof, or be deemed to have waived any right which Contractor may have had to request a time extension.

C. No interruption, interference, inefficiency, suspension or delay in the commencement or progress of the Work from any cause whatever, including those for which the County may be responsible, in whole or in part, shall relieve Contractor of his duty to perform or give rise to any right to damages or additional compensation from the County. Contractor expressly acknowledges and agrees that it shall receive no damages for delay. Contractor's sole remedy, if any, against the County will be the right to seek an extension to the Contract Time; provided, however, the granting of any such time extension shall not be a condition precedent to the aforementioned "No Damage For Delay" provision. This paragraph shall expressly apply to claims for early completion, as well as to claims based on late completion.

Section 17. Changes in the Work

A. The County shall have the right at any time during the progress of the Work to increase or decrease the Work. Promptly after being notified of a change, Contractor shall submit an itemized estimate of any cost or time increases or savings it foresees as a result of the change. Except in an emergency endangering life or property, or as expressly set forth herein, no addition or changes to the Work shall be made except upon written order of the County, and the County shall not be liable to the Contractor for any increased compensation without such written order. No officer, employee or agent of the County is authorized to direct any extra or changed work orally.

B. A Change Order, in the form attached to this Agreement, shall be issued and executed promptly after an agreement is reached between Contractor and the County concerning the requested changes. Contractor shall promptly perform changes authorized by duly executed Change Orders. The Contract Amount and Contract Time shall be adjusted in the Change Order in the manner as the County and Contractor shall mutually agree.

C. If the County and Contractor are unable to agree on a Change Order for the requested change, Contractor shall, nevertheless, promptly perform the change as directed by the County in a written Work Directive Change. In that event, the Contract Amount and Contract Time shall be adjusted as directed by the County. If Contractor disagrees with the County's adjustment determination, Contractor must make a claim pursuant to Section 18 of this Agreement or else be deemed to have waived any claim on this matter it might otherwise have had.

D. In the event a requested change results in an increase to the Contract Amount, the amount of the increase shall be limited to the Contractor's reasonable direct labor and material costs and reasonable actual equipment costs as a result of the change (including allowance for labor burden costs) plus a maximum ten percent (10%) markup for all overhead and profit. In the event such change Work is performed by a Subcontractor, a maximum ten percent (10%) markup for all overhead and profit for all Subcontractors' and sub-subcontractors' direct labor and material costs and actual equipment costs shall be permitted, with a maximum five percent (5%) markup thereon by the Contractor for all of its overhead and profit, for a total maximum markup of fifteen percent (15%). All compensation due Contractor and any Subcontractor or sub-subcontractor for field and home office overhead is included in the markups noted above.

E. The County shall have the right to conduct an audit of Contractor's books and records to verify the accuracy of the Contractor's claim with respect to Contractor's costs associated with any Change Order.

F. The Engineer shall have authority to order minor changes in the Work not involving an adjustment to the Contract Amount or an extension to the Contract Time exceeding his/her authority and not inconsistent with the intent of the Contract Documents. Minor changes approved by the Engineer, whether changes to Work and or Contract Time, cumulatively may not exceed ten percent (10%) of the Work and or Original Contract Time. Such changes may be effected by Field Order or by other written order. Such changes shall be binding on the Contractor.

Section 18. Claims and Disputes

A. A Claim is a demand or assertion by one of the parties seeking an adjustment or interpretation of the terms of the Contract Documents, payment of money, extension of time or other relief with respect to the terms of the Contract Documents. The term "Claim" also includes other disputes and matters in question between the County and Contractor arising out of or relating to the Contract Documents. The responsibility to substantiate a Claim shall rest with the party making the Claim.

B. Claims by the Contractor shall be made in writing to the Engineer within forty-eight (48) hours after the first day of the event giving rise to such Claim or else the Contractor shall be deemed to have waived the Claim. Written supporting data shall be submitted to the Engineer within fifteen (15) calendar days after the occurrence of the event, unless the County grants additional time in writing, or else the Contractor shall be deemed to have waived the Claim. All claims shall be priced in accordance with the provisions of Subsection 17.D. Engineer will render a formal decision

on the claim in writing within fifteen (15) calendar days after receipt of the Contractor's Claim. Engineer's written decision will be final and binding upon Contractor and unless Contractor submits a written notice to the County and Engineer requesting non-binding voluntary mediation within fifteen (15) calendar days of the date of such decisions, then Contractor forever waives and relinquishes any rights to bring any future legal actions or court claims with respect to such Claim. Non-binding Mediation shall be completed within sixty (60) days from the date of Contractor's timely submission of a written notice requesting non-binding voluntary mediation.

C. The Contractor shall proceed diligently with its performance as directed by the County, regardless of any pending Claim, action, suit or administrative proceeding, unless otherwise agreed to by the County in writing. The County shall continue to make payments in accordance with the Contract Documents during the pendency of any Claim.

Section 19. Indemnification and Insurance

A. To the fullest extent permitted by law, Contractor and its surety covenant and agree to indemnify and hold County harmless of and from any and all claims, losses, demands, causes of action and the like, including but not limited to, attorneys' fees and court costs which may be asserted against County by anyone other than Contractor, resulting from, arising out of, or occurring in connection with the failure of Contractor or supplier of Contractor to perform all work required within the scope of this agreement in strict accordance with the contract documents.

B. To the full extent permitted by law, Contractor hereby agrees to defend and indemnify, protect and hold harmless County, its agents, employees, servants and sureties (individually the "Indemnified Party" and collectively the "Indemnified Parties") of and from any loss or damage and to reimburse the Indemnified Parties for any and all expenses, including legal fees, expert witness fees and other litigation costs to which the Indemnified Parties may be put because of:

- B.1. the liability for claims and liens for labor performed or materials used or furnished through or under Contractor for the project for which Contractor is liable due to any failure of Contractor to adhere to the terms of this agreement or any of the contract documents;
- B.2. liability to County resulting from Contractor's failure to comply with applicable licensing requirements;
- B.3. any personal injury, loss, damage or death to any person or persons (including employees, officers or agents of County, Contractor and lower tier subcontractors) and any property damage arising out of, result from, or in connection with the performance or nonperformance of work required in this contract or by reason of any act, omission, fault or negligence whether active or passive of Contractor whether on the project or proceeding to or from the site, including, without limitation, any personal injury, loss, damage, death or

property damage caused (or alleged to be caused) by any negligent or grossly negligent act, error or omission of any person or entity, including any Indemnified Party whether such Indemnified Party's or the person's or entity's negligence be joint or concurrent however, Contractor shall not be required to indemnify an Indemnified Party for that party's sole negligence; or

B.4. liability imposed upon County directly or indirectly by Contractor's failure or the failure of any of its employees to comply with any law, ordinance, rule, regulation or requirement, including, but not limited to, any Occupational Safety and Health Administration violations and any penalties, including enhancements, resulting in whole or in part by subcontractor's acts or omissions as well as the Immigration Reform and Control Act of 1986 and all rules and regulations adopted pursuant thereto.

C. To the fullest extent permitted by law, in addition to the express duty to indemnify County when there is any causal connection between Contractor's work and any injury, loss, damage, death or property damage, Contractor expressly undertakes a duty to defend County as a separate duty, independent of and broader than the duty to indemnify. The duty to defend agreed to by Contractor hereby expressly include all costs of litigation, attorney's fees, settlement costs and reasonable expenses in connection with the litigation, whether or not the claims made for loss, injury, damage or property damage are valid or groundless and regardless of whether the defense of County is maintained by the County or assumed by Contractor as long as the claims made could be causally connected to Contractor as reasonable determined by County (claims).

D. The County and Contractor agree the first \$100.00 of the Contract Amount paid by the County to Contractor shall be given as separate consideration for this indemnification and duty to defend, and any other indemnification of the County by Contractor provided for within the Contract Documents, the sufficiency of such separate consideration being acknowledged by Contractor by Contractor's execution of the Agreement. The Contractor's obligation under this provision shall not be limited in any way by the agreed upon contract price as shown in this contract or the Contractor's limit of, or lack of, sufficient insurance protection.

E. Contractor shall obtain and carry, at all times during its performance under the Contract Documents, insurance of the types and in the amounts set forth in the Insurance Requirements attached to this Agreement. All insurance policies shall be from responsible companies duly authorized to do business in the State of Florida and/or responsible risk retention group insurance companies which are registered with the State of Florida. Within fifteen (15) calendar days after Notice of Award is received by Contractor, Contractor shall provide the County with properly executed Certificates of Insurance to evidence Contractor's compliance with the insurance requirements of the Contract Documents. Said Certificates of Insurance shall be on forms approved by the County. The Certificates of Insurance shall be personally, manually signed by the authorized representatives of the insurance company/companies shown on the Certificates of Insurance, with proof that they are authorized representatives thereof. In addition, certified, true and

exact copies of all insurance policies required hereunder shall be provided to the County, on a timely basis, when requested by the County.

F. The Certificates of Insurance and required insurance policies shall contain provisions that thirty (30) days prior written notice by registered or certified mail shall be given the County of any cancellation, intent not to renew, or reduction in the policies or coverages, except in the application of the aggregate limits provisions. In the event of a reduction in the aggregate limit of any policy, Contractor shall immediately take steps to have the aggregate limit reinstated to the full extent permitted under such policy.

G. All insurance coverages of the Contractor shall be primary to any insurance or self-insurance program carried by the County applicable to this Project. The acceptance by the County of any Certificate of Insurance does not constitute approval or agreement by the County that the insurance requirements have been satisfied or that the insurance policy shown on the Certificate of Insurance is in compliance with the requirements of the Contract Documents. No work shall commence at the Project site unless and until the required Certificates of Insurance are received by the County.

H. Contractor shall require each of its subcontractors to procure and maintain, until the completion of the subcontractor's work, insurance of the types and to the limits specified in the Insurance Requirements attached to this Agreement, unless such insurance requirements for the subcontractor is expressly waived in writing by the County. All liability insurance policies, other than professional liability, worker's compensation, employer's liability and business auto liability policies, obtained by Contractor to meet the requirements of the Contract Documents shall name the County and Engineer as additional insureds and shall contain severability of interest provisions. If any insurance provided pursuant to the Contract Documents expires prior to the completion of the Work, renewal Certificates of Insurance and, if requested by the County, certified, true copies of the renewal policies, shall be furnished by Contractor within thirty (30) days prior to the date of expiration.

I. Should at any time the Contractor not maintain the insurance coverages required herein, the County may terminate the Agreement or at its sole discretion shall be authorized to purchase such coverages and charge the Contractor for such coverages purchased. The County shall be under no obligation to purchase such insurance, nor shall it be responsible for the coverages purchased or the insurance company or companies used. The decision of the County to purchase such insurance coverages shall in no way be construed to be a waiver of any of its rights under the Contract Documents.

J. Contractor shall submit to Engineer a copy of all accident reports arising out of any injuries to its employees or those of any firm or individual to whom it may have subcontracted a portion of the Work, or any personal injuries or property damages arising or alleged to have arisen on account of any work by Contractor under the Contract Documents.

Section 20. Compliance with Laws

Contractor agrees to comply, at its own expense, with all federal, state and local laws, codes, statutes, ordinances, rules, regulations and requirements applicable to the Project, including but not limited to those dealing with taxation, worker's compensation, equal employment and safety. If Contractor observes that the Contract Documents are at variance therewith, it shall promptly notify the County and Engineer in writing.

Section 21. Cleanup and Protections

A. Contractor agrees to keep the Project site clean at all times of debris, rubbish and waste materials arising out of the Work. At the completion of the Work, Contractor shall remove all debris, rubbish and waste materials from and about the Project site, as well as all tools, appliances, construction equipment and machinery and surplus materials, and shall leave the Project site clean and ready for occupancy by the County.

B. Any existing surface or subsurface improvements, including, but not limited to, pavements, curbs, sidewalks, pipes, utilities, footings, structures, trees and shrubbery, not indicated in the Contract Documents to be removed or altered, shall be protected by Contractor from damage during the prosecution of the Work. Any such improvements so damaged shall be restored by Contractor to the condition equal to that existing at the time of Contractor's commencement of the Work.

Section 22. Assignment

Contractor shall not assign this Agreement or any part thereof, without the prior consent in writing of the County. If Contractor does, with approval, assign this Agreement or any part thereof, it shall require that its assignee be bound to it and to assume toward Contractor all of the obligations and responsibilities that Contractor has assumed toward the County.

Section 23. Permits, Licenses and Taxes

A. Pursuant to Section 218.80, F.S., the County will pay for all County permits and fees, including license fees, permit fees, impact fees or inspection fees applicable to the work. Contractor is not responsible for paying for permits issued by the County wherein the work is to be performed, but is responsible for acquiring all permits. The County may require the Contractor to deliver internal budget transfer documents to applicable County agencies when the Contractor is acquiring permits.

B. All permits, fees and licenses necessary for the prosecution of the Work which are not issued by the County shall be acquired and paid for by the Contractor.

C. Contractor shall pay any and all sales, use, or other taxes, assessments and other similar charges when due, as required by any local, state or federal law, as it pertains to the services

provided herein. Contractor further agrees that it shall protect, reimburse, and indemnify the County from and assume all liability for its tax obligations under the terms of this Agreement.

Section 24. Termination for Default

A. Contractor shall be considered in material default of the Agreement and such default shall be considered cause for the County to terminate the Agreement, in whole or in part, as further set forth in this Section, if Contractor: (1) fails to begin the Work under the Contract Documents within the time specified herein; or (2) fails to properly and timely perform the Work as directed by the County or the Engineer or as provided for in the approved Progress Schedule; or (3) performs the Work unsuitably or neglects or refuses to remove materials or to correct or replace such Work as may be rejected as unacceptable or unsuitable; or (4) discontinues the prosecution of the Work; or (5) fails to resume Work which has been suspended within a reasonable time after being notified to do so; or (6) becomes insolvent or is declared bankrupt, or commits any act of bankruptcy; or (7) allows any final judgment to stand against it unsatisfied for more than ten (10) days; or (8) makes an assignment for the benefit of creditors; or (9) fails to obey any applicable codes, laws, ordinances, rules or regulations with respect to the Work; or (10) materially breaches any other provision of the Contract Documents.

B. The County shall notify Contractor in writing of Contractor's default(s). If the County determines that Contractor has not remedied and cured the default(s) within seven (7) calendar days following receipt by Contractor of said written notice, then the County, at its option, without releasing or waiving its rights and remedies against the Contractor's sureties and without prejudice to any other right or remedy it may be entitled to hereunder or by law, may terminate Contractor's right to proceed under the Agreement, in whole or in part, and take possession of all or any portion of the Work and any materials, tools, equipment, and appliances of Contractor, take assignments of any of Contractor's subcontracts and purchase orders, and complete all or any portion of Contractor's Work by whatever means, method or agency which the County, in its sole discretion, may choose.

C. If the County deems any of the foregoing remedies necessary, Contractor agrees that it shall not be entitled to receive any further payments hereunder until after the Project is completed. All monies expended and all of the costs, losses, damages and extra expenses, including all management, administrative and other overhead and other direct and indirect expenses (including Engineer and attorneys' fees) or damages incurred by the County incident to such completion, shall be deducted from the Contract Amount, and if such expenditures exceed the unpaid balance of the Contract Amount, Contractor agrees to pay promptly to the County on demand the full amount of such excess, including costs of collection, attorney's fees (including appeals) and interest thereon at the maximum legal rate of interest until paid. If the unpaid balance of the Contract Amount exceeds all such costs, expenditures and damages incurred by the County to complete the Work, such excess shall be paid to the Contractor. The amount to be paid to the Contractor or the County, as the case may be, shall be approved by the Engineer, upon application, and this obligation for payment shall survive termination of the Agreement.

D. The liability of Contractor hereunder shall extend to and include the full amount of any and all sums paid, expenses and losses incurred, damages sustained, and obligations assumed by the County in good faith under the belief that such payments or assumptions were necessary or required, in completing the Work and providing labor, materials, equipment, supplies, and other items therefore or re-letting the Work, and in settlement, discharge or compromise of any claims, demands, suits, and judgments pertaining to or arising out of the Work hereunder.

E. If, after notice of termination of Contractor's right to proceed pursuant to this Section, it is determined for any reason that Contractor was not in default, or that its default was excusable, or that the County is not entitled to the remedies against Contractor provided herein, then Contractor's remedies against the County shall be the same as and limited to those afforded Contractor under Section 24 below.

Section 24. Termination for Convenience and Right of Suspension

A. The County shall have the right to terminate this Agreement without cause upon seven (7) calendar days written notice to Contractor. In the event of such termination for convenience, Contractor's recovery against the County shall be limited to that portion of the Contract Amount earned through the date of termination, together with any retainage withheld and reasonable termination expenses incurred, but Contractor shall not be entitled to any other or further recovery against the County, including, but not limited to, damages or any anticipated profit on portions of the Work not performed.

B. The County shall have the right to suspend all or any portions of the Work upon giving Contractor not less than two (2) calendar days' prior written notice of such suspension. If all or any portion of the Work is so suspended, Contractor's sole and exclusive remedy shall be to seek an extension of time to its schedule in accordance with the procedures set forth in the Contract Documents. In no event shall the Contractor be entitled to any additional compensation or damages. Provided, however, if the ordered suspension exceeds six (6) months, the Contractor shall have the right to terminate the Agreement with respect to that portion of the Work which is subject to the ordered suspension.

Section 25. Completion

A. When the entire Work (or any portion thereof designated in writing by the County) is ready for its intended use, Contractor shall notify the Engineer in writing that the entire Work (or such designated portion) is substantially complete and request that Engineer issue a Certificate of Substantial Completion (or Certificate of Partial Substantial Completion). Within a reasonable time thereafter, the Contractor and Engineer shall make an inspection of the Work (or designated portion thereof) to determine the status of completion. If the Engineer does not consider the Work (or designated portion) substantially complete, Engineer shall notify Contractor in writing giving the reasons therefor. If the Engineer considers the Work (or designated portion) substantially complete, Engineer shall prepare and deliver to Contractor a Certificate of Substantial Completion (or Certificate of Partial Substantial Completion) which shall fix the date of Substantial Completion for

the entire Work (or designated portion thereof) and include a tentative punchlist of items to be completed or corrected by Contractor before final payment. The County shall have the right to exclude Contractor from the Work and Project site (or designated portion thereof) after the date of Substantial Completion, but the County shall allow Contractor reasonable access to complete or correct items on the tentative punchlist.

B. Upon receipt of written certification by Contractor that the Work is completed in accordance with the Contract Documents and is ready for final inspection and acceptance and upon receipt of a final Application for Payment, Engineer will make such inspection and, if he finds the Work acceptable and fully performed under the Contract Documents, he shall promptly issue a final Certificate for Payment, recommending that, on the basis of his observations and inspections, and the Contractor's certification that the Work has been completed in accordance with the terms and conditions of the Contract Documents, that the entire balance found to be due Contractor is due and payable. Neither the final payment nor the retainage shall become due and payable until Contractor submits: (1) the Release and Affidavit in the form attached, (2) consent of surety to final payment, and (3) if required by the County, other data establishing payment or satisfaction of all obligations, such as receipts, releases and waivers of liens, arising out of the Contract Documents, to the extent and in such form as may be designated by the County. The County reserves the right to inspect the Work and make an independent determination as to the Work's acceptability, even though the Engineer may have issued his recommendations. Unless and until the County is completely satisfied, neither the final payment nor the retainage shall become due and payable.

Section 26. Warranty

Contractor shall obtain and assign to the County all express warranties given to Contractor or any subcontractors by any materialmen supplying materials, equipment or fixtures to be incorporated into the Project. Contractor warrants to the County that any materials and equipment furnished under the Contract Documents shall be new unless otherwise specified, and that all Work shall be of good quality, free from all defects and in conformance with the Contract Documents. Contractor further warrants to the County that all materials and equipment furnished under the Contract Documents shall be applied, installed, connected, erected, used, cleaned and conditioned in accordance with the instructions of the applicable manufacturers, fabricators, suppliers or processors except as otherwise provided for in the Contract Documents. If, within one (1) year after final completion, any Work is found to be defective or not in conformance with the Contract Documents, Contractor shall correct it promptly after receipt of written notice from the County. Contractor shall also be responsible for and pay for replacement or repair of adjacent materials or Work which may be damaged as a result of such replacement or repair. These warranties are in addition to those implied warranties to which the County is entitled as a matter of law.

Section 27. Tests and Inspections.

A. The County, Engineer, their respective representatives, agents and employees, and governmental agencies with jurisdiction over the Project shall have access at all times to the Work, whether the Work is being performed on or off of the Project site, for their observation, inspection

and testing. Contractor shall provide proper, safe conditions for such access. Contractor shall provide Engineer with timely notice of readiness of the Work for all required inspections, tests or approvals.

B. If the Contract Documents or any codes, laws, ordinances, rules or regulations of any public authority having jurisdiction over the Project requires any portion of the Work to be specifically inspected, tested or approved, Contractor shall assume full responsibility therefore, pay all costs in connection therewith and furnish Engineer the required certificates of inspection, testing or approval. All inspections, tests or approvals shall be performed in a manner and by organizations acceptable to the Engineer and the County.

C. If any Work that is to be inspected, tested or approved is covered without written concurrence from the Engineer, such work must, if requested by Engineer, be uncovered for observation. Such uncovering shall be at Contractor's expense unless Contractor has given Engineer timely notice of Contractor's intention to cover the same and Engineer has not acted with reasonable promptness to respond to such notice. If any Work is covered contrary to written directions from Engineer, such Work must, if requested by Engineer, be uncovered for Engineer's observation and be replaced at Contractor's sole expense.

D. The County shall charge to Contractor and may deduct from any payments due Contractor all engineering and inspection expenses incurred by the County in connection with any overtime work. Such overtime work consisting of any work during the construction period beyond the regular eight (8) hour day and for any work performed on Saturday, Sunday or holidays.

E. Neither observations nor other actions by the Engineer nor inspections, tests or approvals by others shall relieve Contractor from Contractor's obligations to perform the Work in accordance with the Contract Documents.

Section 28. Defective Work

A. Work not conforming to the requirements of the Contract Documents shall be deemed defective Work. If required by the County or Engineer, Contractor shall, as directed, either correct all defective Work, whether or not fabricated, installed or completed, or if the defective Work has been rejected by the County or Engineer, remove it from the site and replace it with conforming Work. Contractor shall bear all direct, indirect and consequential costs of such correction or removal (including, but not limited to fees and charges of engineers, architects, attorneys and other professionals) made necessary thereby, and shall hold the County harmless for same.

B. If any portion of the Work is defective, or Contractor fails to supply sufficient skilled workers with suitable materials or equipment, or fails to finish or perform the Work in such a way that the completed Work will conform to the Contract Documents, the County or Engineer may order Contractor to stop the Work, or any portion thereof, until the cause for such stop in the work has been eliminated; however, this right of the County or Engineer to stop the Work shall not give rise to

any duty on the part of the County or Engineer to exercise this right for the benefit of Contractor or any other party.

C. If Contractor fails, within a reasonable time after the written notice from the County or Engineer, to correct defective Work or to remove and replace rejected defective Work as required by Engineer or the County, or if Contractor fails to perform the Work in accordance with the Contract Documents, or if Contractor fails to comply with any of the provisions of the Contract Documents, the County may, after seven (7) days written notice to Contractor, correct and remedy any such deficiency.

Section 29. Supervision and Superintendents

Contractor shall plan, organize, supervise, schedule, monitor, direct and control 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 responsible to see that the finished Work complies accurately with the Contract Documents. Contractor shall keep on the Work at all times during its progress a competent resident superintendent, who shall not be replaced without prior written notice to the County and Engineer except under extraordinary circumstances. The superintendent shall be Contractor's representative at the Project site and shall have authority to act on behalf of Contractor. All communications given to the superintendent shall be as binding as if given to the Contractor.

Section 30. Protection of Work

Contractor shall fully protect the Work from loss or damage and shall bear the cost of any such loss or damage until final payment has been made. If Contractor or any one for whom Contractor is legally liable is responsible for any loss or damage to the Work, or other work or materials of the County or the County's separate contractors, Contractor shall be charged with the same, and any monies necessary to replace such loss or damage shall be deducted from any amounts due Contractor.

Section 31. Emergencies

In the event of an emergency affecting the safety or protection of persons or the Work or property at the Project site or adjacent thereto, Contractor, without special instruction or authorization from the County or Engineer is obligated to act to prevent threatened damage, injury or loss. Contractor shall give Engineer written notice within forty-eight (48) hours after the occurrence of the emergency, if Contractor believes that any significant changes in the Work or variations from the Contract Documents have been caused thereby. If the Engineer determines that a change in the Contract Documents is required because of the action taken in response to an emergency, a Change Order shall be issued to document the consequences of the changes or variations. If Contractor fails to provide the forty-eight (48) hour written notice noted above, the Contractor shall be deemed to have waived any right it otherwise may have had to seek an adjustment to the Contract Amount or an extension to the Contract Time.

Section 32. Use of Premises

Contractor shall confine all construction equipment, the storage of materials and equipment and the operations of workers to the Project site and land and areas identified in and permitted by the Contract Documents and other lands and areas permitted by law, rights of way, permits and easements, and shall not unreasonably encumber the Project site with construction equipment or other material or equipment. Contractor shall assume full responsibility for any damage to any such land or area, or to the owner or occupant thereof, or any land or areas contiguous thereto, resulting from the performance of the Work.

Section 33. Safety

A. Contractor shall be responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the Work. Contractor shall take all necessary precautions for the safety of, and shall provide the necessary protection to prevent damage, injury or loss to:

- A.1. All employees on the Work and other persons and/or organizations who may be affected thereby;
- A.2. All the Work and materials and equipment to be incorporated therein, whether in storage on or off the Project site; and
- A.3. Other property on Project site or adjacent thereto, including trees, shrubs, walks, pavements, roadways, structures, utilities and any underground structures or improvements not designated for removal, relocation or replacement in the Contract Documents.

B. Contractor shall comply with all applicable codes, laws, ordinances, rules and regulations of any public body having jurisdiction for the safety of persons or property or to protect them from damage, injury or loss. Contractor shall erect and maintain all necessary safeguards for such safety and protection. Contractor shall notify owners of adjacent property and of underground structures and improvements and utility owners when prosecution of the Work may affect them, and shall cooperate with them in the protection, removal, relocation or replacement of their property. Contractor's duties and responsibilities for the safety and protection of the Work shall continue until such time as the Work is completed and final acceptance of same by the County has occurred.

C. Contractor shall designate a responsible representative at the Project site whose duty shall be the prevention of accidents. This person shall be Contractor's superintendent unless otherwise designated in writing by Contractor to the County.

Section 34. Project Meetings

Prior to the commencement of Work, the Contractor shall attend a preconstruction conference with the Engineer and others as appropriate to discuss the Progress Schedule, procedures for handling shop drawings and other submittals, and for processing Applications for Payment, and to establish a working understanding among the parties as to the Work. During the prosecution of the Work, the Contractor shall attend any and all meetings convened by the Engineer or the County with respect to the Project, when directed to do so by the County or Engineer. Contractor shall have its subcontractors and suppliers attend all such meetings (including the preconstruction conference) as may be directed by the County or Engineer.

Section 35. Notices

A. All notices required or made pursuant to this Agreement by the Contractor to the County or Engineer shall be in writing and delivered by hand or by United States Postal Service Department, first class mail, postage pre-paid, return receipt requested, or by Federal Express, addressed to the following:

County

Ben Scott, Columbia County Administrator
135 NE Hernando Avenue, Suite 203
Lake City, Florida 32056-1529

and

Engineer

[INSERT ENGINEER NAME AND CONTACT INFORMATION]

With courtesy copies also provided to:

Joel F. Foreman, County Attorney
Columbia County, Florida
207 S. Marion Avenue
Lake City, Florida 32025

Kevin Kirby, Public Works Director
Columbia County, Florida
Post Office Box 969
Lake City, Florida 32056-0969

Chad Williams, County Engineer
Columbia County Public Works

Post Office Box 1529
Lake City, Florida 32056

B. All notices required or made pursuant to this Agreement by the County to Contractor shall be made in writing and shall be delivered by hand or by United States Postal Service Department, first class mail, postage pre-paid, return receipt requested, or by Federal Express, addressed to the following:

Corporate Name of Contractor: _____

Address (including city, state and zip): _____

Name of person with their title to whose

Attention the notice should be sent: _____

Telephone and Fax numbers: _____

C. Either party may change its above noted address by giving written notice to the other party in accordance with the requirements of this Section.

Section 36. Modification

No modification or change to the Agreement shall be valid or binding upon the parties unless in writing and executed by the party or parties intended to be bound by it.

Section 37. Successors and Assigns

Subject to other provisions hereof, the Agreement shall be binding upon and shall inure to the benefit of the successors and assigns of the parties to the Agreement.

Section 38. Governing Law

The Agreement shall be interpreted under and its performance governed by the laws of the State of Florida.

Section 39. Venue

The state courts in and for Columbia County, Florida shall be the proper and sole venue for any legal action on any and all claims, disputes or other matters in controversy arising out of or relating to this Agreement, whether stated as contractual, tort, equitable, statutory or any other claims or causes of action.

Section 40. No Waiver

The failure of the County to enforce at any time or for any period of time any one or more of the provisions of the Agreement shall not be construed to be and shall not be a waiver of any such provision or provisions or of its right thereafter to enforce each and every such provision.

Section 41. Remedies Cumulative

No right or remedy in this Agreement is intended to be exclusive of any other right or remedy, but every such right or remedy shall be cumulative and shall be in addition to and not a limitation of any duties, obligations, rights and remedies otherwise imposed or available by law.

Section 42. Entire Agreement

Each of the parties hereto agrees and represents that the Agreement comprises the full and entire agreement between the parties affecting the Work contemplated, and no other agreement or understanding of any nature concerning the same has been entered into or will be recognized, and that all negotiations, acts, work performed, or payments made prior to the execution hereof shall be deemed merged in, integrated and superseded by the Agreement.

Section 43. Severability

Should any provision of the Agreement be determined by a court to be unenforceable, such a determination shall not affect the validity or enforceability of any other section or part thereof.

Section 44. Third Party Beneficiaries

It is specifically agreed between the parties executing this Agreement that it is not intended by any of the provisions of any part of the Agreement to create in the public or any member thereof, a third party beneficiary under this Agreement, or to authorize anyone not a party to this Agreement to maintain a suit for personal injuries or property damage pursuant to the terms or provisions of this Agreement.

Section 45. Public Records

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT (INSERT TELEPHONE NUMBER, E-MAIL ADDRESS, AND MAILING ADDRESS).

Contractor must comply with the public records laws, Florida Statute chapter 119, specifically Contractor must:

- A. Keep and maintain public records required by the County to perform the service.
- B. Upon request from the County's custodian of public records, provide the County with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in chapter 119 Florida Statutes or as otherwise provided by law.
- C. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if the contractor does not transfer the records to the County.
- D. Upon completion of the contract, transfer, at no cost, to the County all public records in possession of the contractor or keep and maintain public records required by the County to perform the service. If the contractor transfers all public records to the public agency upon completion of the contract, the contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the contractor keeps and maintains public records upon completion of the contract, the contractor shall meet all applicable requirements for retaining the public records. All records stored electronically must be provided to the public agency, upon the request from the public agency's custodian of public records, in a format that is compatible with the information technology systems of the public agency.

IN WITNESS WHEREOF, the parties have executed this Agreement on the date(s) indicated below.

CONTRACTOR: _____
(Company Name)

ATTEST:

By: _____ (Signature) _____ (Printed)

Its: _____ (Title)

Date: _____

Witness:

Its: _____

President/Corporate Secretary/Witness
[Corporate Seal]

Date: _____

2nd Witness (if not incorporated)

OWNER: Board of County Commissioners of Columbia County, Florida

(SEAL)

By: _____
Chairman

Clerk: _____

Date: _____

Approved as to Form and Content:

County Attorney

EXHIBIT A
LEGAL ADVERTISEMENT

EXHIBIT B
INVITATION TO BID

EXHIBIT C
BID PROPOSAL WITH REQUIRED FORMS

EXHIBIT D
PERFORMANCE BOND

BOND NO. _____

KNOW ALL MEN BY THESE PRESENTS: That _____
_____, as Principal, whose principal business address is

and phone number is _____, and
_____, as Surety, whose principal
address is _____

and phone number is: _____ are
held and firmly bound to Columbia County, Florida (the "COUNTY"), as Obligee in the sum
of: _____

(\$_____) for the payment whereof we bond ourselves, our heirs, executors,
personal representatives, successors and assigns, jointly and severally.

WHEREAS, Principal has entered into a contract dated as of the _____ day of
_____, 20____, with Obligee for _____

_____ COLUMBIA COUNTY Project
No.: _____ in accordance with drawings and specifications, which contract is incorporated
by reference and made a part hereof, and is referred to as the Contract.

THE CONDITION OF THIS BOND is that if Principal:

1. Performs the Contract at the times and in the manner prescribed in the Contract; and
2. Pays Obligee any and all losses, damages, costs and attorneys' fees, including
appellate proceedings, that Obligee sustains because of any default by Principal under the Contract,
including, but not limited to, all delay damages, whether liquidated or actual, incurred by Obligee;
and
3. Performs the guarantee of all work and materials furnished under the Contract for the
time specified in the Contract, then this bond is void; otherwise it remains in full force.

Any changes in or under the Contract and compliance or noncompliance with any formalities
connected with the Contract or the changes do not affect Surety's obligation under this Bond.

The Surety, for value received, hereby stipulates and agrees that no changes, extensions of time, alterations or additions to the terms of the Contract or other work to be performed hereunder, or the specifications referred to therein shall in anywise affect its obligations under this bond, and it does hereby waive notice of any such changes, extensions of time, alterations or additions to the terms of the Contract or to work or to the specifications.

This bond is intended to comply with provisions of Section 255.05, Florida Statutes, and all terms and conditions of said statute are incorporated herein by reference thereto, specifically including but not limited to the notice and time limitation provisions of said section. In the event of any conflict, ambiguity or discrepancy between Section 255.05, Florida Statutes, and this Bond, Florida Statutes shall control. No right of action shall accrue on this Bond to or, for the use of any person or entity other than the COUNTY and those persons or corporations provided for by said statute, their heirs, executors, administrators, successors or assigns.

It is further agreed and understood that if the COUNTY is required to initiate legal proceedings to recover on this Bond, the COUNTY may also recover its costs relating there to, including a reasonable amount for its attorney's fees and legal assistant's fees before trial, at trial, on appeal and in bankruptcy.

IN WITNESS WHEREOF, the above parties have executed this instrument this ____ day of _____, 20____, the name of each party being affixed and these presents duly signed by its undersigned representative, pursuant to authority of its governing body.

Signed, sealed and delivered
in the presence of:

PRINCIPAL: _____
(Company Name of Contractor)

By: _____ (Officers Signature)
_____ (Officers Name Printed)

Witnesses as to Principal Name: _____ (Signature)
Its: _____ (Title)

STATE OF _____

COUNTY OF _____

The foregoing instrument was acknowledged before me this _____ day of _____, 20_____, by _____ (officer's name), as _____ (title) of _____ (company name), a(n) _____ (state) corporation, on behalf of the corporation. He/she is personally known to me OR has produced _____ as identification and did (did not) take an oath.

My Commission Expires: _____

Signature of Notary : _____
(Legibly Printed) _____

(AFFIX OFFICIAL SEAL)

Notary Public, State of _____

Commission No. _____

ATTEST: SURETY:

(Printed Company Name)

(Business Address)

(Surety Authorized Signature)

(Printed Name)

Witness as to Surety _____ (Signature)

_____ (Printed Name)

OR

As Attorney in Fact (Signature)

(Printed Name)

(Attach Power of Attorney)

Witnessed by: _____
(Signature)

(Printed Name)

(Business Address)

(Telephone Number)

STATE OF _____

COUNTY OF _____

The foregoing instrument was acknowledged before me this _____ day of _____, 20____, by _____ (officer's name), as _____ (title) of _____ Surety, on behalf of Surety. He/She is personally known to me OR has produced _____ as identification and who did (did not) take an oath.

My Commission Expires: _____

Signature of Notary : _____
(Legibly Printed) _____

(AFFIX OFFICIAL SEAL) Notary Public, State of _____

Commission No. _____

EXHIBIT E
PUBLIC PAYMENT BOND

BOND No. _____

KNOW ALL MEN BY THESE PRESENTS: That _____
_____, as Principal, whose principal business address is:

_____ and phone number and fax numbers are: _____
and _____, as Surety, whose
principal address is:

_____ and phone number and fax numbers are: _____ are held
and firmly bound to COLUMBIA COUNTY, FLORIDA (the "COUNTY") as Obligee in the sum
of _____ (\$_____)

for the payment whereof we bind ourselves, our heirs, executors, personal representatives,
successors and assigns, jointly and severally.

WHEREAS, Principal has entered into a contract dated as of the ____ day of _____,
20____, with Obligee for _____
in accordance with drawings and specifications, which contract is incorporated by reference and
made a part hereof, and this referred to as the Contract.

THE CONDITION OF THIS BOND is that if Principal promptly makes payment to all
claimants as defined in Section 255.05(1), Florida Statutes, supplying Principal with labor, materials
or supplies, used directly or indirectly by Principal in the prosecution of the work provided for in the
Contract, then this bond is void; otherwise it remains in full force.

Any changes in or under the Contract and compliance or noncompliance with any formalities
connected with the Contract or the changes do not affect Surety's obligation under this Bond.

The provisions of this bond are subject to the time limitations of Section 255.05(2). In no
event will the Surety be liable in the aggregate to claimants for more than the penal sum of this
Payment Bond, regardless of the number of suits that may be filed by claimants.

IN WITNESS WHEREOF, the above parties have executed this instrument this ____ day of
_____, 20____, the name of each party being affixed and these presents duly signed by its
under-signed representative, pursuant to authority of its governing body.
Signed, sealed and delivered in the presence of:

PRINCIPAL: _____
(Company Name of Contractor)

By: _____ (Officer's Signature)
_____ (Officer's Name Printed)

Witnesses as to Principal Name: _____ (Signature)
Its: _____ (Title)

STATE OF _____

COUNTY OF _____

The foregoing instrument was acknowledged before me this ____ day of _____, 20____,
by _____ (officer's name), as
_____ (title) of _____, a
_____ corporation, on behalf of the corporation. He/she is personally known to me OR has
produced _____ as identification and did (did not) take an oath.

My Commission Expires: _____

Signature of Notary: _____

(Legibly Printed) _____

(AFFIX OFFICIAL SEAL)

Notary Public, State of _____

Commission No.: _____

ATTEST: SURETY:

(Printed Company Name)

(Business Address)

(Surety Authorized Signature)

(Printed Name)

Witness as to Surety: _____ (Signature)

_____ (Printed Name)

OR

As Attorney in Fact (Signature)

(Printed Name)

(Attach Power of Attorney)

Witnessed by: _____
(Signature)

(Printed Name)

(Business Address)

(Telephone Number)

STATE OF _____
COUNTY OF _____

The foregoing instrument was acknowledged before me this ___ day of _____, 20 __,
by _____ (officer's name), as _____ (title)
of _____ Surety, on behalf of Surety. He/She is personally
known to me OR has produced _____ as identification and who
did (did not) take an oath.

My Commission Expires: _____

Signature of Notary: _____

(Legibly Printed) _____

(AFFIX OFFICIAL SEAL)

Notary Public, State of _____

Commission No: _____

EXHIBIT F
INSURANCE REQUIREMENTS
CERTIFICATES OF INSURANCE

(1) The Contractor shall obtain and maintain such insurance as will protect it from: (1) claims under worker's compensation laws, disability benefit laws, or other similar employee benefit laws; (2) claims for damages because of bodily injury, occupational sickness or disease or death of his employees including claims insured by usual personal injury liability coverage; (3) claims for damages because of bodily injury, sickness or disease, or death of any person other than his employees including claims insured by usual personal injury liability coverage; and (4) from claims for injury to or destruction of tangible property including loss of use resulting there from -- any or all of which claims may arise out of, or result from, the services, work and operations carried out pursuant to and under the requirements of the Contract Documents, whether such services, work and operations be by the Contractor, its employees, or by subcontractor(s), or anyone employed by or under the supervision of any of them, or for whose acts any of them may be legally liable.

(2) This insurance shall be obtained and written for not less than the limits of liability specified hereinafter, or as required by law, whichever is greater.

(3) The Contractor shall require, and shall be responsible for assuring throughout the time the Agreement is in effect, that any and all of its subcontractors obtain and maintain until the completion of that subcontractor's work, such of the insurance coverages described herein as are required by law to be provided on behalf of their employees and others.

(4) The Contractor shall obtain, have and maintain during the entire period of the Agreement insurance policies, which contain the following information and provisions:

- (A) The name and type of policy and coverages provided;
- (B) The amount or limit applicable to each coverage provided;
- (C) The date of expiration of coverage;
- (D) The designation of the COUNTY as an additional insured and a certificate holder. (This requirement may be excepted for Worker's Compensation and professional liability Insurance.);
- (E) The following clause must appear on the Certificate of Insurance:

Should any material change occur in any of the above described policies or should any of said policies be canceled before the expiration date thereof, the issuing company will mail at least thirty (30) days written notice to the COUNTY.

(5) If the initial, or any subsequently issued Certificate of Insurance expires prior to the completion of the Work or termination of the Agreement, the Contractor shall furnish to the COUNTY, in triplicate, renewal or replacement Certificate(s) of Insurance not later than thirty (30) calendar days prior to the date of their expiration. Failure of the Contractor to provide the COUNTY

with such renewal certificate(s) shall be considered justification for the COUNTY to terminate the Agreement.

(6) Contractor shall include the COUNTY, the COUNTY's agents, officers and employees in the Contractor's General Liability and Automobile Liability policies as additional insureds.

(7) If the COUNTY has any objection to the coverage afforded by other provisions of the insurance required to be purchased and maintained by Contractor in accordance with the requirements of the Contract Documents on the basis of its not complying with the Contract Documents, the COUNTY shall notify Contractor in writing thereof within thirty (30) days of the delivery of such certificates to the COUNTY. Contractor shall provide to the COUNTY such additional information with respect to its insurance as may be requested.

(8) The Contractor shall obtain and maintain the following insurance coverages as provided hereinbefore, and in the type, amounts and in conformance with the following minimum requirements:

WORKER'S COMPENSATION [REVISE AS NEEDED TO MEET COUNTY'S REQUIREMENTS]

State: Statutory
Applicable Federal:
(e.g. Longshoremen's) Statutory
Employer's Liability: \$1,000,000.00

COMPREHENSIVE GENERAL LIABILITY

Bodily Injury: \$1,000,000.00 Each Occurrence
Property Damage: \$1,000,000.00 Each Occurrence

Comprehensive General Liability Insurance shall include:

Contractual Liability, Explosion, Collapse and Underground Coverages and Products and Completed Operations Coverages.

COMPREHENSIVE AUTOMOBILE LIABILITY

Bodily Injury: \$1,000,000.00 Each Occurrence
Property Damage: \$1,000,000.00 Each Occurrence

Comprehensive Automobile Liability shall include coverage for any owned auto, non-owned autos and hired autos.

EXHIBIT G
RELEASE AND AFFIDAVIT

COUNTY OF _____

STATE OF FLORIDA

Before me, the undersigned authority, personally appeared _____
_____, who after being duly sworn, deposes and says:

(1) In accordance with the Contract Documents and in consideration of \$ _____ paid, _____ ("Contractor") releases and waives for itself and its subcontractors, materialmen, successors and assigns, all claims demands, damages, costs and expenses, whether in contract or in tort, against Columbia County, Florida (the "COUNTY"), its Board of County Commissioners, employees and agents relating in any way to the performance of the Agreement between Contractor and the COUNTY, dated _____, _____, for the period from _____ to _____.

(2) Contractor certifies for itself and its subcontractors, materialmen, successors and assigns, that all charges for labor, materials, supplies, lands, licenses and other expenses for which the COUNTY might be sued or for which a lien or a demand against any payment bond might be filed, have been fully satisfied and paid.

(3) Contractor agrees to indemnify, defend and save harmless the COUNTY, its Board of County Commissioners, employees and agents from all demands or suits, actions, claims of liens or other charges filed or asserted against the COUNTY arising out of the performance by Contractor of the Work covered by this Release and Affidavit.

(4) This Release and Affidavit is given in connection with Contractor's [monthly/final] Application for Payment No. _____.

CONTRACTOR:

By: _____ (signature of the executive officer)

Its: _____ (title of the executive officer)

Date: _____

Witnesses

[Corporate Seal]

STATE OF _____

COUNTY OF _____

The foregoing instrument was acknowledged before me this _____ day of _____, _____, by _____, as _____ of _____, a _____ corporation, on behalf of the corporation. He/she is personally known to me or has produced _____ as identification and did (did not) take an oath.

My Commission Expires: _____
(Signature of Notary)

Name: _____
(Legibly Printed)

(AFFIX OFFICIAL SEAL)

Notary Public, State of _____

Commission No.: _____

EXHIBIT H
CHANGE ORDER FORM

CHANGE ORDER NO. _____ COLUMBIA COUNTY PROJECT NO. _____

TO: _____

DATE: _____

PROJECT NAME: _____

Columbia County Project No. _____

Under our AGREEMENT dated _____.

You hereby are authorized and directed to make the following change(s) in accordance with terms and conditions of the Agreement:

FOR THE ADDITIVE or DEDUCTIVE Sum of:

_____ (\$ _____).

Original Agreement Amount \$ _____

Sum of Previous Changes \$ _____

This Change Order ADD/DEDUCT \$ _____

Present Agreement Amount \$ _____

The time for completion shall be (increased/decreased) by _____ calendar days due to this Change Order. Accordingly, the Contract Time is now _____ (_____) calendar days and the final completion date is _____. Your acceptance of this Change Order shall constitute a modification to our Agreement and will be performed subject to all the same terms and conditions as contained in our Agreement indicated above, as fully as if the same were repeated in this acceptance. The adjustment, if any, to the Agreement shall constitute a full and final settlement of any and all claims arising out of or related to the change set forth herein, including claims for impact and delay costs.

Accepted: _____, 20____ .

COLUMBIA COUNTY, FLORIDA

CONTRACTOR

By: _____
Chair

By: _____
President

ENGINEER: By: _____

EXHIBIT I
NOTICE OF AWARD

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INSERT THE NOTICE OF AWARD BEHIND THIS COVER PAGE

EXHIBIT J

NOTICE TO PROCEED

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INSERT THE NOTICE TO PROCEED BEHIND THIS COVER PAGE

EXHIBIT K

APPLICATION FOR PAYMENT

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INSERT THE APPLICATION FOR PAYMENT BEHIND THIS COVER PAGE

COLUMBIA COUNTY BOARD OF COUNTY COMMISSIONERS
CONTRACT PLANS

ROADWAY CONSTRUCTION AND WATERMAIN EXTENSION FOR PLANTATION PARK

THIS DOCUMENT HAS BEEN DIGITALLY SIGNED
AND SEALED BY:

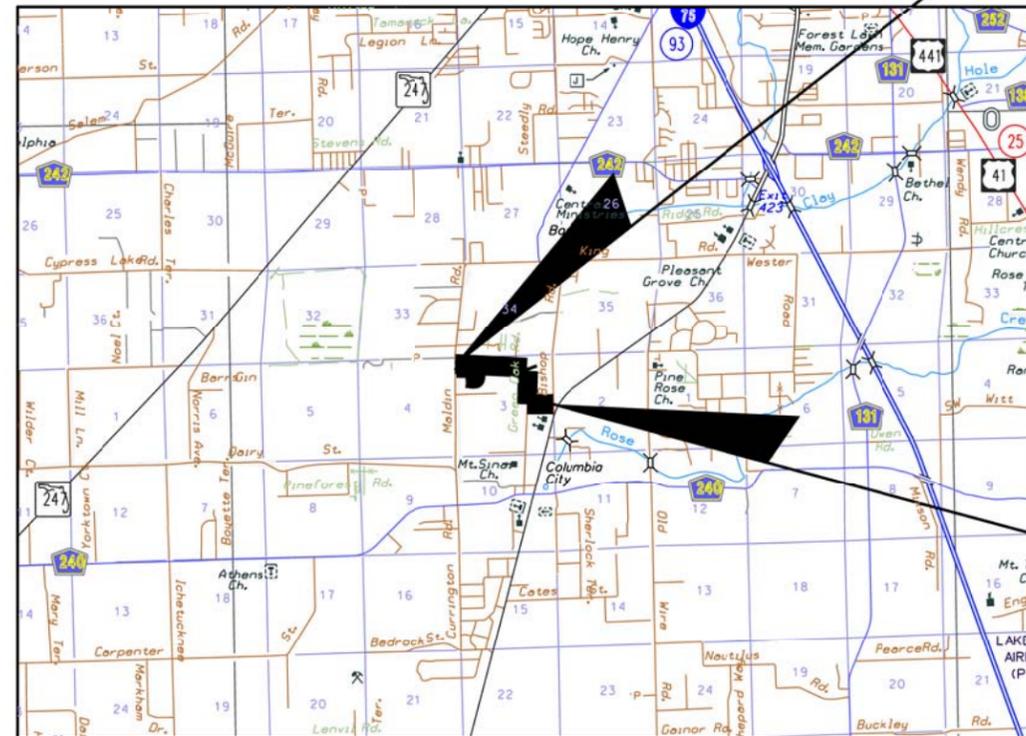
COLUMBIA COUNTY PROJECT NO. 2019-01

PRINTED COPIES OF THIS DOCUMENT ARE
NOT CONSIDERED SIGNED AND SEALED.
THE SIGNATURE MUST BE VERIFIED IN THE
ELECTRONIC DOCUMENTS.

THE BELOW NAMED PROFESSIONAL ENGINEER
SHALL BE RESPONSIBLE FOR THE FOLLOWING
SHEETS IN ACCORDANCE WITH RULE
61G15-23.004, F.A.C.



BEGIN PROJECT

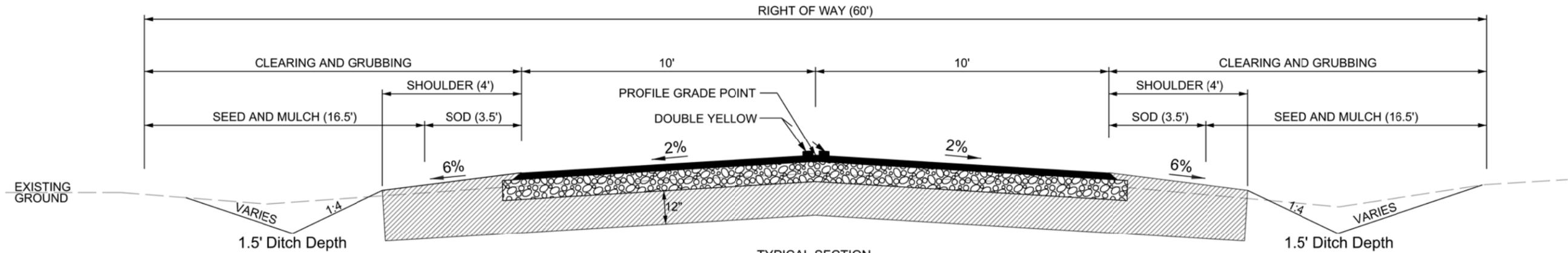


PROJECT LENGTH 1875 LF, 20' WIDE ROADWAY CONSTRUCTION
7038 LF 12" WATERMAIN
2355 LF 8" WATERMAIN

END PROJECT

SHEET NO.	SHEET DESCRIPTION
1	Cover Sheet
2	Typical Section and General Notes
3	Stormwater Notes
4	Plan/Key Sheet
5-8	Plan and Profile Sheets
9-10	Plan Sheets
11-13	Details

REVISIONS		COLUMBIA COUNTY BOARD OF COUNTY COMMISSIONERS		PLANTATION PARK	COVER SHEET	SHEET NO. 1
DATE	DESCRIPTION					



TYPICAL SECTION
DESIGN SPEED - 35 MPH

- SUPER PAVE 12.5 COURSE (165 lbs/sy) (1.5")
- OPTIONAL BASE GROUP 4
- ROADWAY AND SHOULDER STABILIZATION

GENERAL NOTES

1. THE CONTRACTOR SHALL VERIFY ALL EXISTING CONDITIONS AND DIMENSIONS AT THE JOB SITE TO INSURE THAT ALL NEW WORK WILL FIT IN THE MANNER INTENDED ON THE PLANS. SHOULD ANY CONDITIONS EXIST THAT ARE CONTRARY TO THOSE SHOWN ON THE PLANS, THE CONTRACTOR SHALL NOTIFY THE ENGINEER OF SUCH DIFFERENCES IMMEDIATELY AND PRIOR TO PROCEEDING WITH THE WORK.
2. THE CONTRACTOR SHALL COMPLY WITH ALL CONDITIONS AS SET FORTH BY THE ISSUED SUWANNEE RIVER WATER MANAGEMENT DISTRICT DUSTY ROADS EXEMPTION PERMIT. THE CONTRACTOR SHALL SUBMIT A NOTICE OF CONSTRUCTION COMMENCEMENT TO THE WATER MANAGEMENT DISTRICT AT LEAST 48 HOURS PRIOR TO THE BEGINNING OF CONSTRUCTION.
3. THE CONTRACTOR SHALL MAINTAIN THE CONSTRUCTION SITE IN A SECURE MANNER. ALL OPEN TRENCHES AND EXCAVATED AREAS SHALL BE PROTECTED FROM ACCESS BY THE GENERAL PUBLIC.
4. SURVEY INFORMATION SHOWN, WAS OBTAINED FROM A SURVEY PREPARED BY DONALD F. LEE & ASSOCIATES, FLORIDA CERTIFICATE NO. 7042.
5. ANY PUBLIC LAND CORNER WITHIN THE LIMITS OF CONSTRUCTION SHALL BE PROTECTED. IF A CORNER MONUMENT IS IN DANGER OF BEING DESTROYED AND HAS NOT BEEN PROPERLY REFERENCED, THE CONTRACTOR SHOULD NOTIFY THE ENGINEER.
6. THE CONTRACTOR SHALL DELINEATE THE \square OF THE LIMEROCK WITH RPM'S ONCE FINISHED GRADE HAS BEEN OBTAINED.
7. THE CONTRACTOR SHALL IMPLEMENT ALL COMPONENTS OF THE EROSION AND SEDIMENTATION CONTROL PLAN PRIOR TO ANY EARTH DISTURBING ACTIVITIES. ALL COMPONENTS SHALL BE MAINTAINED BY THE CONTRACTOR UNTIL ALL VEGETATION IS ESTABLISHED, THE ENTIRE PROJECT AREA IS STABILIZED AND THE OWNER HAS ACCEPTED OPERATION AND MAINTENANCE.
8. THE CONTRACTOR SHALL NOTIFY THE COUNTY AT LEAST 48 HOURS IN ADVANCE PRIOR TO THE BEGINNING OF CONSTRUCTION.
9. ALL DISTURBED AREAS NOT SODDED SHALL BE SEEDED WITH A MIXTURE OF LONG-TERM VEGETATION AND QUICK GROWING SHORT-TERM VEGETATION FOR THE FOLLOWING CONDITIONS. FOR THE MONTHS FROM SEPTEMBER THROUGH MARCH, THE MIX SHALL CONSIST OF 70 POUNDS PER ACRE OF LONG-TERM SEED AND 20 POUNDS PER ACRE OF WINTER RYE. FOR THE MONTHS OF APRIL THROUGH AUGUST, THE MIX SHALL CONSIST OF 70 PER ACRE OF LONG-TERM SEED AND 20 POUNDS PER ACRE OF MILLET.
10. THE LOCATION OF THE UTILITIES SHOWN IN THE PLANS ARE APPROXIMATE ONLY. THE EXACT LOCATION SHALL BE DETERMINED BY THE CONTRACTOR DURING CONSTRUCTION. CONTRACTOR SHALL PROTECT ALL UTILITIES WITHIN THE PROJECT AREAS. CONTRACTOR SHALL CONTACT 811 OR 1-800-432-4770 AT LEAST 2 BUSINESS DAYS BEFORE BEGINNING CONSTRUCTION.

11. CONTRACTOR SHALL COORDINATE ALL WORK WITH OTHER CONTRACTORS WITHIN PROJECT AREA.
12. IF UNSUITABLE MATERIAL IS ENCOUNTERED DURING GRADING, CONTRACTOR SHALL REMOVE UNSUITABLE MATERIAL TO A DEPTH OF 24" BELOW FINISHED GRADE WITHIN THE CONSTRUCTION LIMITS.
13. NO WORK SHALL BE PERFORMED ON SATURDAYS OR SUNDAYS, OR COUNTY RECOGNIZED HOLIDAY WITHOUT A WRITTEN APPROVAL FROM THE COUNTY ADMINISTRATOR.
14. THE CONTRACTOR SHALL SUBMIT A NATIONAL POLLUTANT DISCHARGE ELIMINATION SYSTEM NOTICE OF INTENT ALONG WITH SUPPORTING DOCUMENTATION TO THE FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION AT LEAST 48 HOURS PRIOR TO BEGINNING OF CONSTRUCTION. THE CONTRACTOR SHALL BE RESPONSIBLE FOR ALL PERMIT FEES.
15. IF DURING CONSTRUCTION OR OPERATION OF THE STORM WATER MANAGEMENT SYSTEM, A STRUCTURAL FAILURE IS OBSERVED THAT HAS THE POTENTIAL TO CAUSE THE DIRECT DISCHARGE OF SURFACE WATER INTO THE FLORIDIAN AQUIFER SYSTEM, CORRECTIVE ACTIONS DESIGNED OR APPROVED BY A REGISTERED PROFESSIONAL SHALL BE TAKEN AS SOON AS PRACTICAL TO CORRECT THE FAILURE. A REPORT PREPARED BY A REGISTERED PROFESSIONAL MUST BE PROVIDED AS SOON AS PRACTICAL TO THE DEPARTMENT FOR REVIEW AND APPROVAL THAT PROVIDES REASONABLE ASSURANCE THAT THE BREACH WILL BE PERMANENTLY CORRECTED.
16. CONTRACTOR SHALL MAINTAIN MAILBOXES DURING CONSTRUCTION. MAILBOXES SHALL BE RELOCATED AS NECESSARY.
17. CONTRACTOR SHALL PROVIDE ACTUAL INVERT ELEVATIONS ON ALL DRAINAGE STRUCTURES, INCLUDING CULVERTS, PRIOR TO PLACING ANY BASE MATERIAL. DEVIATIONS FROM THE PLANS SHALL BE APPROVED BY THE ENGINEER BEFORE CONTINUING WORK.
18. NO FINAL TESTING WILL BE ACCEPTED UNLESS WITNESSED BY THE COUNTY'S REPRESENTATIVE.
19. SEE BID DOCUMENTS FOR ADDITIONAL INFORMATION

REVISIONS	
DATE	DESCRIPTION

COLUMBIA COUNTY
BOARD OF COUNTY
COMMISSIONERS

PLANTATION PARK

TYPICAL SECTION
AND NOTES

THE FOLLOWING NARRATIVE OF THE STORMWATER POLLUTION PREVENTION PLAN CONTAINS REFERENCES TO THE STANDARD SPECIFICATIONS FOR ROAD AND BRIDGE CONSTRUCTION, THE DESIGN STANDARDS, AND OTHER SHEETS OF THESE CONSTRUCTION PLANS. THE FIRST SHEET OF THE CONSTRUCTION PLANS (CALLED THE KEY SHEET) CONTAINS AN INDEX TO THE OTHER SHEETS. THE COMPLETE STORMWATER POLLUTION PREVENTION PLAN INCLUDES SEVERAL ITEMS: THIS NARRATIVE DESCRIPTION, THE DOCUMENTS REFERENCED IN THIS NARRATIVE, THE CONTRACTOR'S APPROVED EROSION CONTROL PLAN REQUIRED BY SPECIFICATION SECTION 104, AND REPORTS OF INSPECTIONS MADE DURING CONSTRUCTION. BEFORE COMMENCEMENT OF CONSTRUCTION, THE CONTRACTOR SHALL SUBMIT THE SEDIMENT AND EROSION CONTROL PLAN TO THE SUWANNEE RIVER WATER MANAGEMENT DISTRICT FOR APPROVAL.

1.0 SITE DESCRIPTION:

1.A. NATURE OF CONSTRUCTION ACTIVITY:

THE CURRENT SCOPE OF THIS 0.4 MILE PROJECT IS TO CONVERT AN EXISTING GRADED ROAD TO A TWO-LANE RURAL TYPICAL SECTION WITH 10' LANES, GRASSED SHOULDERS AND STANDARD ROADSIDE DITCHES. .

1.B. SEQUENCE OF MAJOR SOIL DISTURBING ACTIVITIES:

IN THE SEDIMENT AND EROSION CONTROL PLAN, THE CONTRACTOR SHALL PROVIDE A DETAILED SEQUENCE OF CONSTRUCTION FOR ALL CONSTRUCTION ACTIVITIES. THE CONTRACTOR SHALL FOLLOW THE SEQUENCE OF MAJOR ACTIVITIES DESCRIBED BELOW, UNLESS THE CONTRACTOR PROPOSES A DIFFERENT SEQUENCE THAT IS EQUAL OR BETTER AT CONTROLLING EROSION AND TRAPPING SEDIMENT AND IS APPROVED BY THE ENGINEER. FOR EACH CONSTRUCTION PHASE, INSTALL PERIMETER CONTROLS AFTER CLEARING AND GRUBBING NECESSARY FOR INSTALLATION OF CONTROLS BUT BEFORE BEGINNING OTHER WORK FOR THE CONSTRUCTION PHASE. REMOVE PERIMETER CONTROLS ONLY AFTER ALL UPSTREAM AREAS ARE STABILIZED.

1. CLEARING AND GRUBBING, EARTHWORK, FOR ROADWAY CONSTRUCTION
3. STORM DRAIN CONSTRUCTION. CONSTRUCT THE STORM DRAIN PIPE IN THE UPSTREAM DIRECTION.
4. EARTHWORK ASSOCIATED WITH THE CONSTRUCTION OF ROADWAY, SUBGRADE, BASE, AND PAVEMENT

1.C. AREA ESTIMATES:

TOTAL SITE AREA: 2.9 ACRES.
TOTAL AREA TO BE DISTURBED: 2.9 ACRES.

1.D. RUNOFF DATA:

RUNOFF COEFFICIENTS:
BEFORE: 0.45
DURING: VARIES FROM 0.45 TO 0.65
AFTER: 0.49
IN GENERAL, THE SOILS ARE CLAYEY SANDS.

1.E. SITE MAP:

THE CONSTRUCTION PLANS ARE BEING USED AS THE SITE MAPS. THE LOCATION OF THE REQUIRED INFORMATION IS DESCRIBED BELOW. THE SHEET NUMBERS FOR THE PLAN SHEETS REFERENCED ARE IDENTIFIED ON THE KEY SHEET OF THESE CONSTRUCTION PLANS.

* DRAINAGE PATTERNS: THE DRAINAGE BASIN DIVIDES AND FLOW DIRECTIONS ARE SHOWN ON THE DRAINAGE MAPS. THE ARROWS ABOVE AND BELOW THE PROFILE REPRESENT THE FLOW DIRECTION AT THE LEFT AND RIGHT PROPERTY LINE, RESPECTIVELY.

* APPROXIMATE SLOPES: THE SLOPES OF THE SITE CAN BE SEEN IN THE CROSS SECTION SHEETS AND THE PLAN-PROFILE SHEETS. THERE ARE POND CROSS SECTIONS LOCATED WITH THE POND DETAIL SHEETS.

* AREAS OF SOIL DISTURBANCE: THE AREAS TO BE DISTURBED ARE INDICATED ON THE PLAN-PROFILE SHEETS, THE CROSS SECTION SHEETS, AND THE POND DETAIL SHEETS. ANY AREAS WHERE PERMANENT FEATURES ARE SHOWN TO BE CONSTRUCTED ABOVE OR BELOW GROUND WILL BE DISTURBED.

* AREAS NOT TO BE DISTURBED: ESSENTIALLY THE WHOLE PROJECT WILL BE DISTURBED DURING CONSTRUCTION.

* LOCATIONS OF PERMANENT CONTROLS: THE ROADSIDE SWALES ARE THE PRIMARY PERMANENT STORMWATER MANAGEMENT CONTROLS.

* PERMANENT STABILIZATION IS SHOWN ON THE TYPICAL SECTION SHEETS, THE PLAN-PROFILE SHEETS AND THE POND DETAIL SHEETS.

* SURFACE WATERS: THERE ARE NO SURFACE WATERS WITHIN OUR PROJECT LIMITS.

1.F. RECEIVING WATERS:

THERE ARE NO RECEIVING WATER NAMES.
THERE ARE NO WETLAND AREAS ON THE PROJECT SITE.

2.0 CONTROLS:

2.A. EROSION AND SEDIMENT CONTROLS:

IN THE SEDIMENT AND EROSION CONTROL PLAN, THE CONTRACTOR SHALL DESCRIBE THE PROPOSED STABILIZATION AND STRUCTURAL PRACTICES BASED ON THE CONTRACTOR'S PROPOSED TEMPORARY TRAFFIC CONTROL (TTC) PLAN. THE FOLLOWING RECOMMENDED GUIDELINES ARE BASED ON THE TEMPORARY TRAFFIC CONTROL PLAN OUTLINED IN THE CONSTRUCTION PLANS. WHERE FOLLOWING THE TEMPORARY TRAFFIC CONTROL PLAN OUTLINED IN THESE CONSTRUCTION PLANS, THE CONTRACTOR MAY CHOSE TO ACCEPT THE FOLLOWING GUIDELINES OR MODIFY THEM IN THE SEDIMENT AND EROSION CONTROL PLAN, SUBJECT TO APPROVAL BY THE ENGINEER. AS WORK PROGRESSES, THE CONTRACTOR SHALL MODIFY THE PLAN TO ADAPT TO SEASONAL VARIATION, CHANGES IN CONSTRUCTION ACTIVITIES, AND THE NEED FOR BETTER PRACTICES. FOR EACH CONSTRUCTION PHASE, INSTALL PERIMETER CONTROLS AFTER CLEARING AND GRUBBING NECESSARY FOR INSTALLATION OF CONTROLS BUT BEFORE BEGINNING OTHER WORK FOR THE CONSTRUCTION PHASE. REMOVE PERIMETER CONTROLS ONLY AFTER ALL UPSTREAM AREAS ARE STABILIZED. PHASE 1 OF TEMPORARY TRAFFIC CONTROL PLANS.

2.A.1 STABILIZATION PRACTICES:

IN THE SEDIMENT AND EROSION CONTROL PLAN, THE CONTRACTOR SHALL DESCRIBE THE STABILIZATION PRACTICES PROPOSED TO CONTROL EROSION. THE CONTRACTOR SHALL INITIATE ALL STABILIZATION MEASURES AS SOON AS PRACTICAL, BUT IN NO CASE MORE THAN 7 DAYS, IN PORTIONS OF THE SITE WHERE CONSTRUCTION ACTIVITIES HAVE TEMPORARILY OR PERMANENTLY CEASED. THE STABILIZATION PRACTICES SHALL INCLUDE AT LEAST THE FOLLOWING, UNLESS OTHERWISE APPROVED BY THE ENGINEER.

TEMPORARY:

- * ARTIFICIAL COVERINGS IN ACCORDANCE WITH SPECIFICATION SECTION 104.
- * TURF AND SOD IN ACCORDANCE WITH SPECIFICATION SECTION 104.

PERMANENT:

- * ASPHALT OR CONCRETE SURFACE.
- * SOD IN ACCORDANCE WITH SPECIFICATION SECTION 570.

REVISIONS	
DATE	DESCRIPTION

COLUMBIA COUNTY
BOARD OF COUNTY
COMMISSIONERS



PLANTATION PARK

STORMWATER NOTES

SHEET NO.

3

2.A.2 STRUCTURAL PRACTICES:

IN THE SEDIMENT AND EROSION CONTROL PLAN, THE CONTRACTOR SHALL DESCRIBE THE PROPOSED STRUCTURAL PRACTICES TO CONTROL OR TRAP SEDIMENT AND OTHERWISE PREVENT THE DISCHARGE OF POLLUTANTS FROM EXPOSED AREAS OF THE SITE. SEDIMENT CONTROLS SHALL BE IN PLACE BEFORE DISTURBING SOIL UPSTREAM OF THE CONTROL. THE STRUCTURAL PRACTICES SHALL INCLUDE AT LEAST THE FOLLOWING, UNLESS OTHERWISE APPROVED BY THE ENGINEER:

TEMPORARY:

- * SEDIMENT BARRIERS IN ACCORDANCE WITH DESIGN STANDARD 102 AND SPECIFICATION SECTION 104.
- * INLET PROTECTION IN ACCORDANCE WITH DESIGN STANDARD 102 AND SPECIAL DETAILS SHOWN IN THE TTC PLAN.

PERMANENT:

- * SOD

2.B STORMWATER MANAGEMENT:

THE STORMWATER SWALES WILL SERVE AS THE STORMWATER MANAGEMENT SYSTEM AND ARE PERMITTED VIA SRMWD

2.C OTHER CONTROLS:

2.C.1 WASTE DISPOSAL:

IN THE SEDIMENT AND EROSION CONTROL PLAN, THE CONTRACTOR SHALL DESCRIBE THE PROPOSED METHODS TO PREVENT THE DISCHARGE OF SOLID MATERIALS, INCLUDING BUILDING MATERIALS, TO WATERS OF THE UNITED STATES. THE PROPOSED METHODS SHALL INCLUDE AT LEAST THE FOLLOWING, UNLESS OTHERWISE APPROVED BY THE ENGINEER:
* PROVIDING LITTER CONTROL AND COLLECTION WITHIN THE PROJECT DURING CONSTRUCTION ACTIVITIES.
* DISPOSING OF ALL FERTILIZER OR OTHER CHEMICAL CONTAINERS ACCORDING TO EPA'S STANDARD PRACTICES AS DETAILED BY THE MANUFACTURER.
* DISPOSING OF SOLID MATERIALS INCLUDING BUILDING AND CONSTRUCTION MATERIALS OFF THE PROJECT SITE BUT NOT IN SURFACE WATERS, OR WETLANDS.

2.C.2 OFF-SITE VEHICLE TRACKING & DUST CONTROL:

IN THE SEDIMENT AND EROSION CONTROL PLAN, THE CONTRACTOR SHALL DESCRIBE THE PROPOSED METHODS FOR MINIMIZING OFFSITE VEHICLE TRACKING OF SEDIMENTS AND GENERATING DUST. THE PROPOSED METHODS SHALL INCLUDE AT LEAST THE FOLLOWING, UNLESS OTHERWISE APPROVED BY THE ENGINEER.
* COVERING LOADED HAUL TRUCKS WITH TARPULINS.
* REMOVING EXCESS DIRT FROM ROADS DAILY.
* STABILIZING CONSTRUCTION ENTRANCES ACCORDING TO DESIGN STANDARD 106.
* USING ROADWAY SWEEPERS DURING DUST GENERATING ACTIVITIES SUCH AS EXCAVATION AND MILLING OPERATIONS.

2.C.3 STATE AND LOCAL REGULATIONS FOR WASTE DISPOSAL, SANITARY SEWER, OR SEPTIC TANK REGULATIONS:

IN THE SECTION 104 EROSION CONTROL PLAN, THE CONTRACTOR SHALL DESCRIBE THE PROPOSED PROCEDURES TO COMPLY WITH APPLICABLE STATE AND LOCAL REGULATIONS FOR WASTE DISPOSAL, AND SANITARY SEWER OR SEPTIC SYSTEMS.

2.C.4 FERTILIZERS AND PESTICIDES:

IN THE SEDIMENT AND EROSION CONTROL PLAN, THE CONTRACTOR SHALL DESCRIBE THE PROCEDURES FOR APPLYING FERTILIZERS AND PESTICIDES. THE PROPOSED PROCEDURES SHALL COMPLY WITH APPLICABLE SUBSECTIONS OF SECTION 570 OF THE SPECIFICATIONS.

2.C.5 TOXIC SUBSTANCES:

IN THE SEDIMENT AND EROSION CONTROL PLAN, THE CONTRACTOR SHALL PROVIDE A LIST OF TOXIC SUBSTANCES THAT ARE LIKELY TO BE USED ON THE JOB AND PROVIDE A PLAN ADDRESSING THE GENERATION, APPLICATION, MIGRATION, STORAGE, AND DISPOSAL OF THESE SUBSTANCES.

2.D.4 APPROVED STATE AND LOCAL PLANS AND PERMITS:

- * SUWANNEE RIVER WATER MANAGEMENT DISTRICT ENVIRONMENTAL RESOURCE PERMIT.
- * FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION POTABLE WATER EXTENSION

3.0 MAINTENANCE:

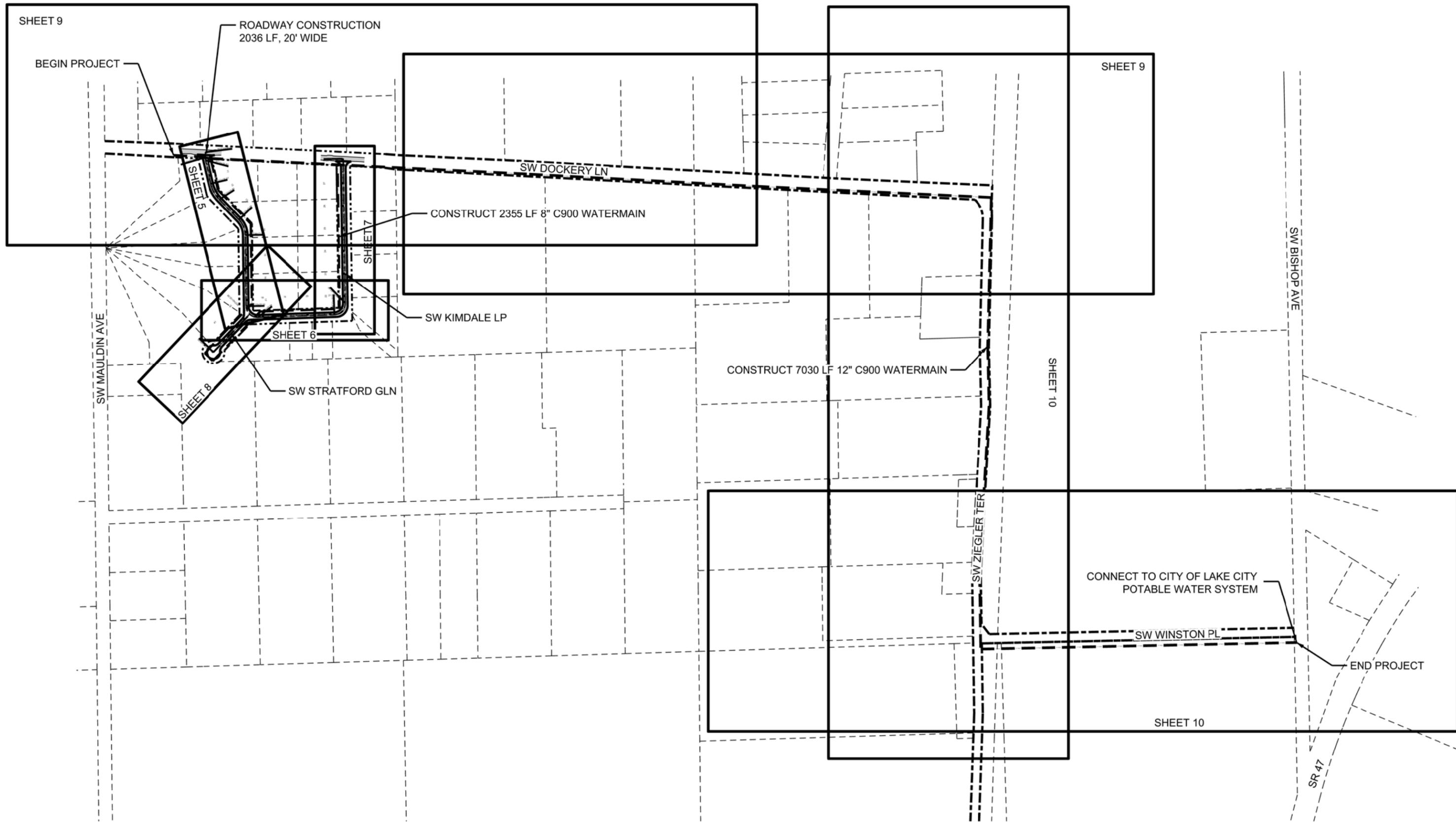
IN THE SEDIMENT AND EROSION CONTROL PLAN, THE CONTRACTOR SHALL PROVIDE A PLAN FOR MAINTAINING ALL EROSION AND SEDIMENT CONTROLS THROUGHOUT CONSTRUCTION. THE MAINTENANCE PLAN SHALL AT A MINIMUM, COMPLY WITH THE FOLLOWING:
* SILT FENCE: MAINTAIN PER SECTION 104. THE CONTRACTOR SHOULD ANTICIPATE REPLACING SILT FENCE ON 12 MONTH INTERVALS.
* SEDIMENT BARRIERS : REMOVE SEDIMENT AS PER MANUFACTURER'S RECOMMENDATIONS OR WHEN WATER PONDS IN UNACCEPTABLE AMOUNTS OR AREAS.

4.0 INSPECTIONS:

QUALIFIED PERSONNEL SHALL INSPECT THE FOLLOWING ITEMS AT LEAST ONCE EVERY SEVEN CALENDAR DAYS AND WITHIN 24 HOURS OF THE END OF A STORM THAT IS 0.50 INCHES OR GREATER. TO COMPLY, THE CONTRACTOR SHALL INSTALL AND MAINTAIN RAIN GAUGES AND RECORD THE DAILY RAINFALL. WHERE SITES HAVE BEEN PERMANENTLY STABILIZED, INSPECTIONS SHALL BE CONDUCTED AT LEAST ONCE EVERY MONTH. THE CONTRACTOR SHALL ALSO INSPECT THAT CONTROLS INSTALLED IN THE FIELD AGREE WITH THE LATEST STORMWATER POLLUTION PREVENTION PLAN.
* POINTS OF DISCHARGE TO WATERS OF THE UNITED STATES.
* POINTS OF DISCHARGE TO MUNICIPAL SEPARATE STORM DRAIN SYSTEMS.
* DISTURBED AREAS OF THE SITE THAT HAVE NOT BEEN FINALLY STABILIZED.
* AREAS USED FOR STORAGE OF MATERIALS THAT ARE EXPOSED TO PRECIPITATION.
* STRUCTURAL CONTROLS.
* STORMWATER MANAGEMENT SYSTEMS.
* LOCATIONS WHERE VEHICLES ENTER OR EXIT THE SITE.
THE CONTRACTOR SHALL INITIATE REPAIRS WITHIN 24 HOURS OF INSPECTIONS THAT INDICATE ITEMS ARE NOT IN GOOD WORKING ORDER. IF INSPECTIONS INDICATE THAT THE INSTALLED STABILIZATION AND STRUCTURAL PRACTICES ARE NOT SUFFICIENT TO MINIMIZE EROSION, RETAIN SEDIMENT, AND PREVENT DISCHARGING POLLUTANTS, THE CONTRACTOR SHALL PROVIDE ADDITIONAL MEASURES, AS APPROVED BY THE ENGINEER.

5.0 NON-STORMWATER DISCHARGES:

IN THE SECTION 104 EROSION CONTROL PLAN, THE CONTRACTOR SHALL IDENTIFY ALL ANTICIPATED NON-STORMWATER DISCHARGES (EXCEPT FLOWS FROM FIRE FIGHTING ACTIVITIES). THE CONTRACTOR SHALL DESCRIBE THE PROPOSED MEASURES TO PREVENT POLLUTION OF THESE NON-STORMWATER DISCHARGES. IF THE CONTRACTOR ENCOUNTERS CONTAMINATED SOIL OR GROUNDWATER, CONTACT GREG STRONG OF FDEP AT (904)256-1700, OR TERRI NEWMAN DISTRICT 2 - ENVIRONMENTAL ADMINISTRATOR AT (386)961-7713



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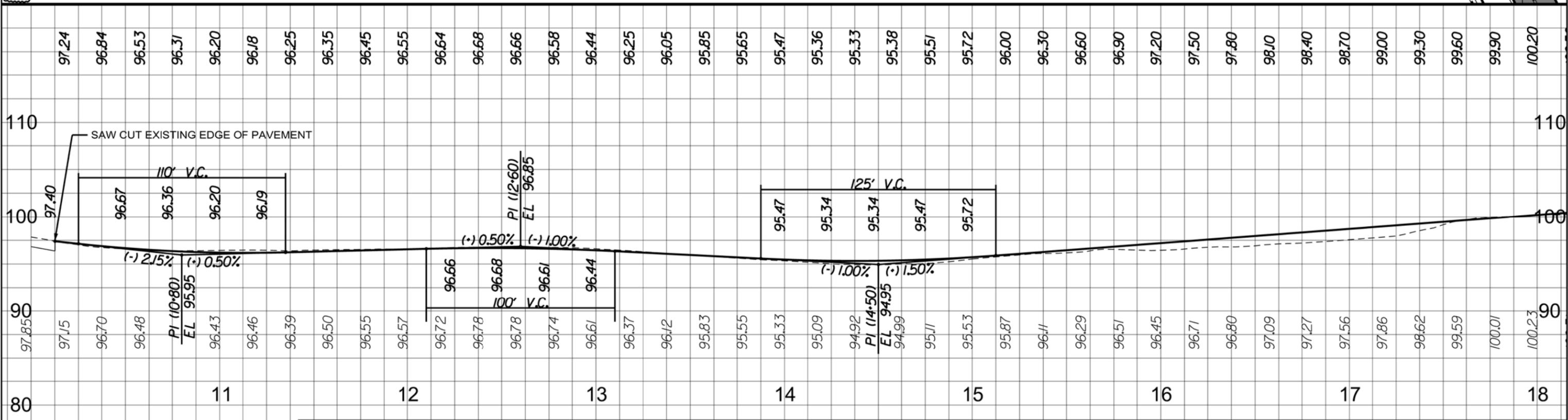
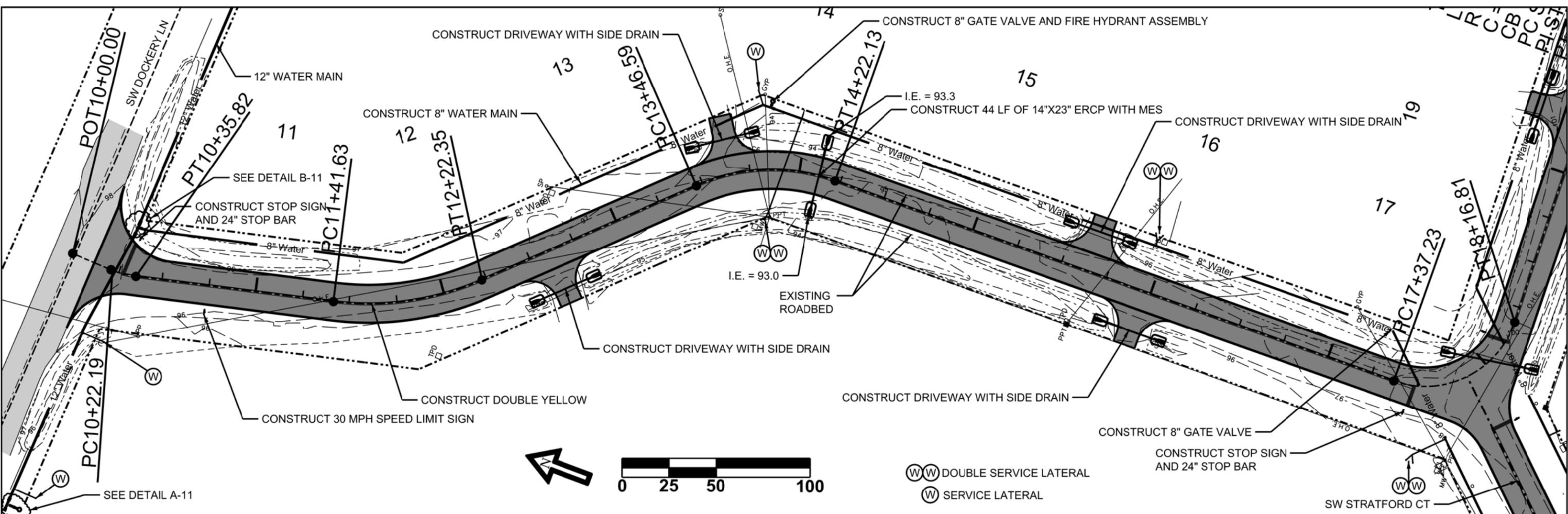
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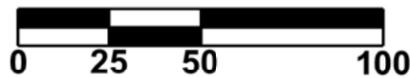
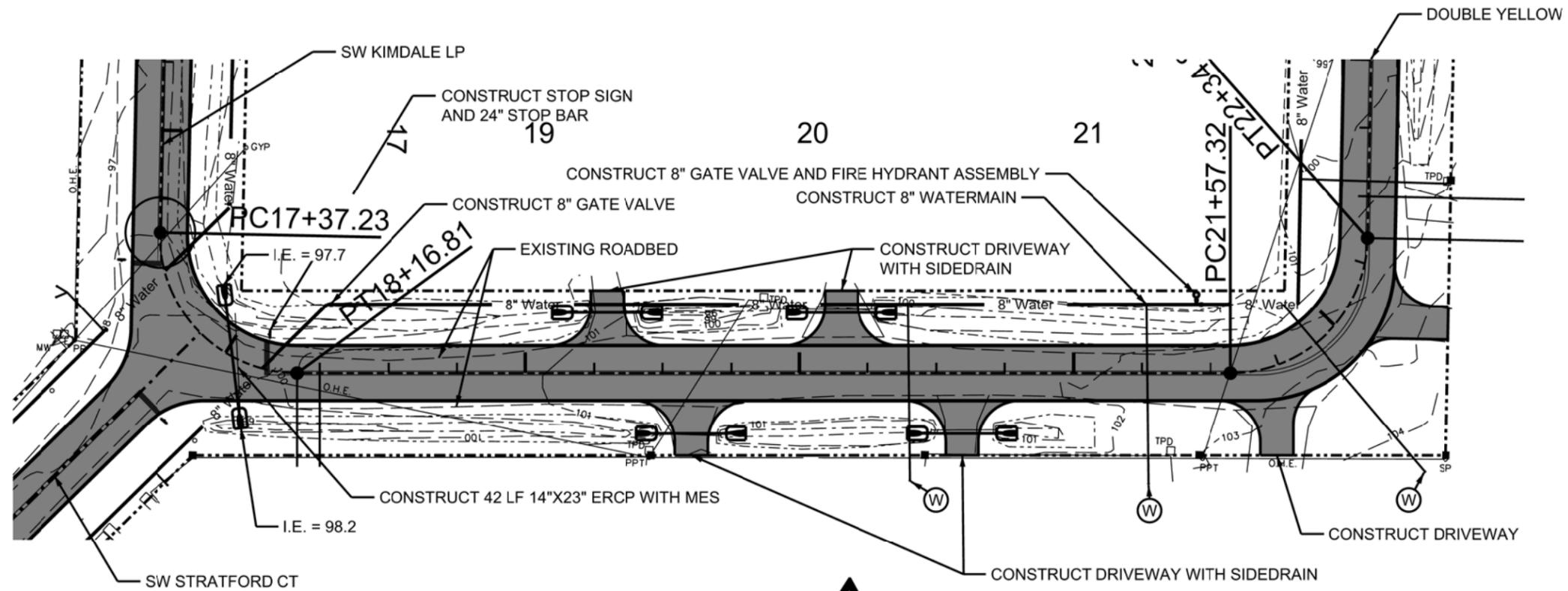
PLANTATION PARK

KEY SHEET

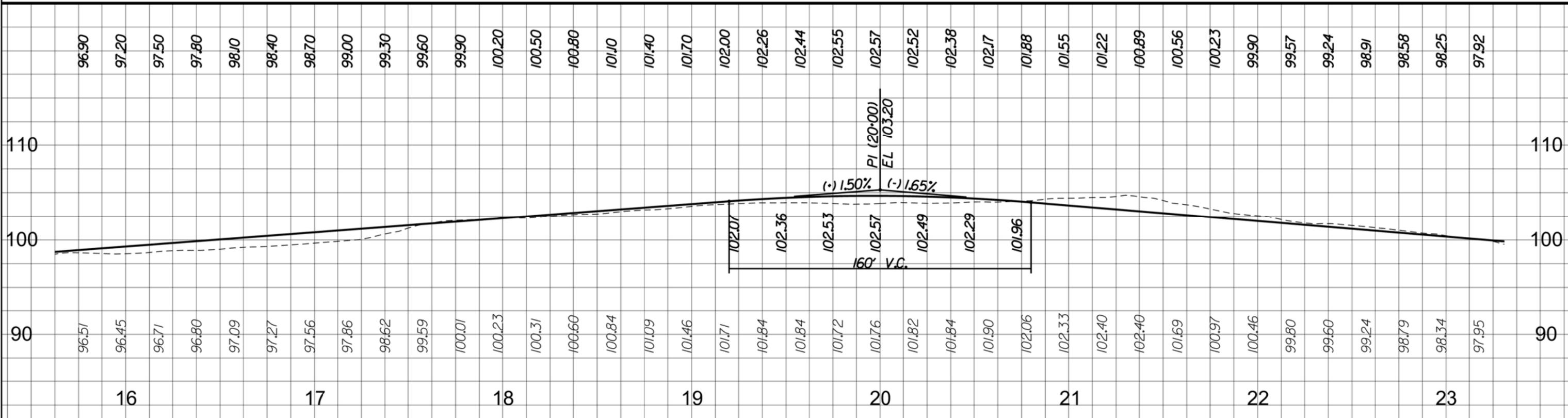
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	REVISIONS		COLUMBIA COUNTY BOARD OF COUNTY COMMISSIONERS		PLANTATION PARK		PLAN AND PROFILE SW KIMDALE LP	SHEET NO. 5
DATE	DESCRIPTION							



DOUBLE SERVICE LATERAL
 SERVICE LATERAL



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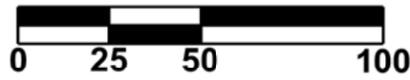
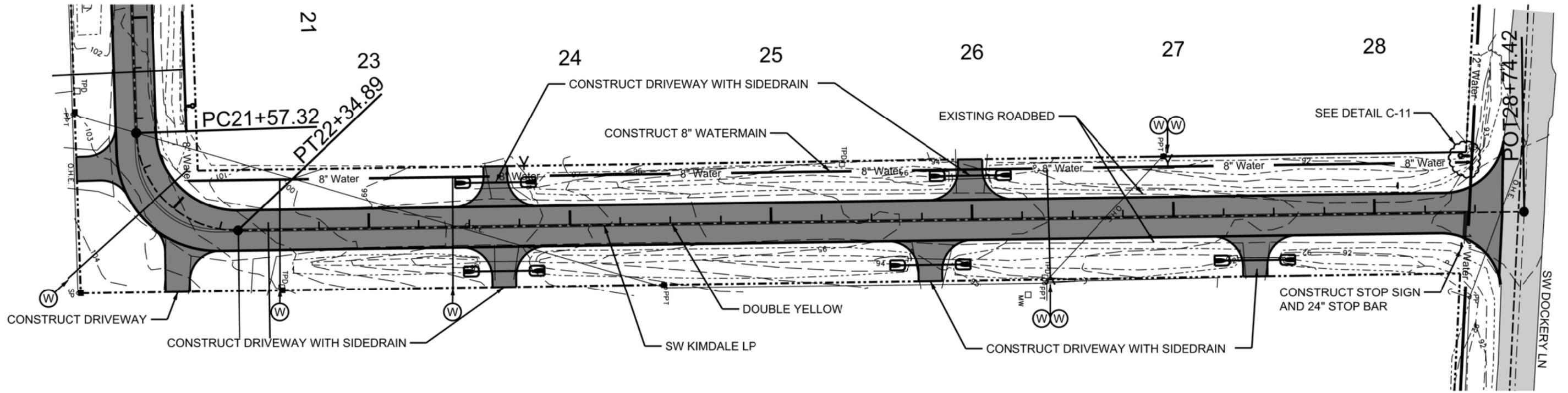


PLANTATION PARK

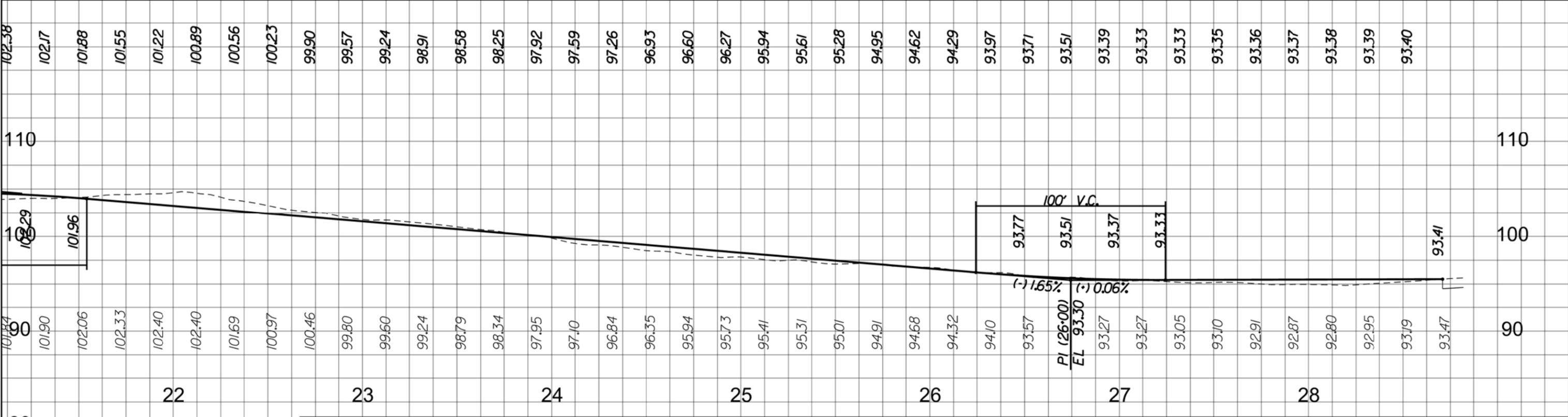
PLAN AND PROFILE
SW KIMDALE LP

SHEET NO.

6



DOUBLE SERVICE LATERAL
 SERVICE LATERAL



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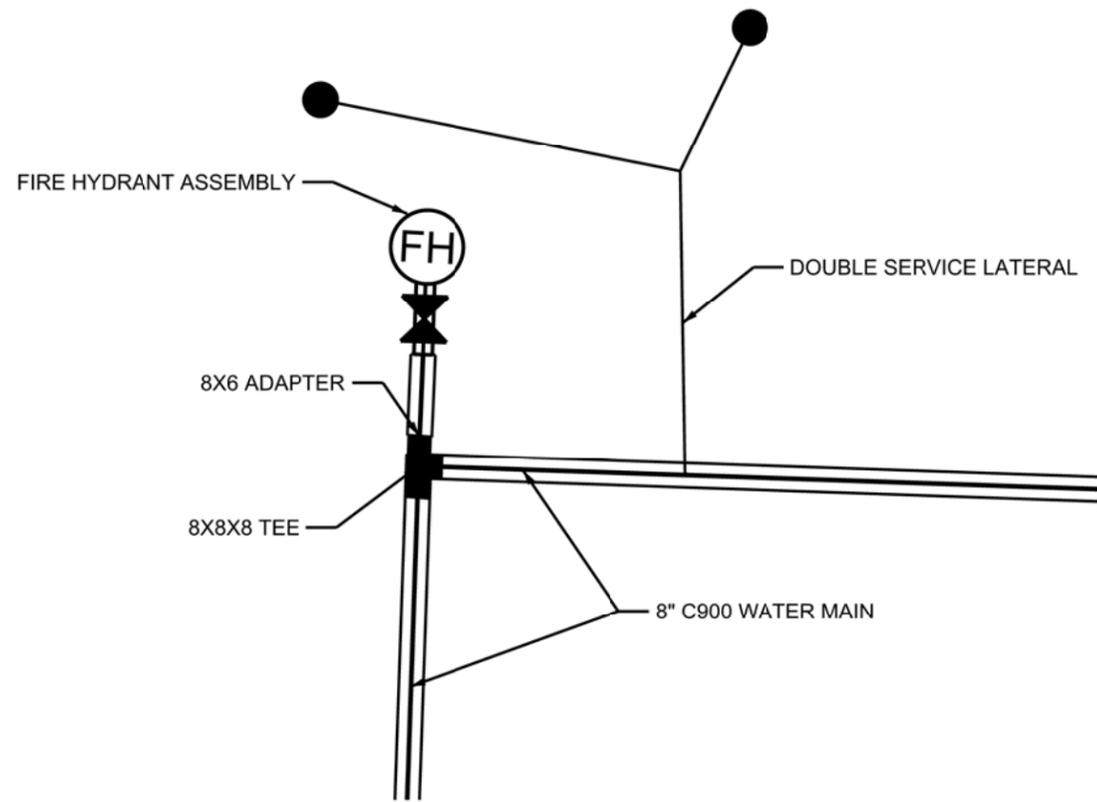
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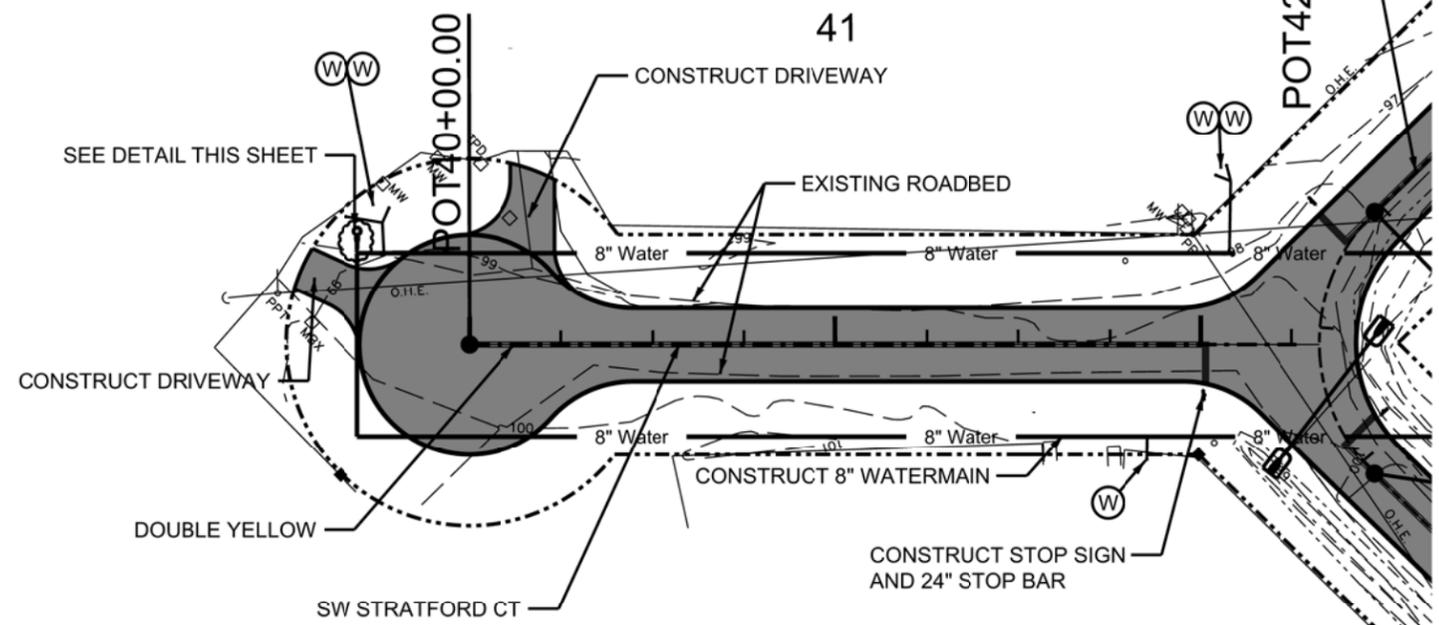
PLANTATION PARK

**PLAN AND PROFILE
 SW KIMDALE LP**

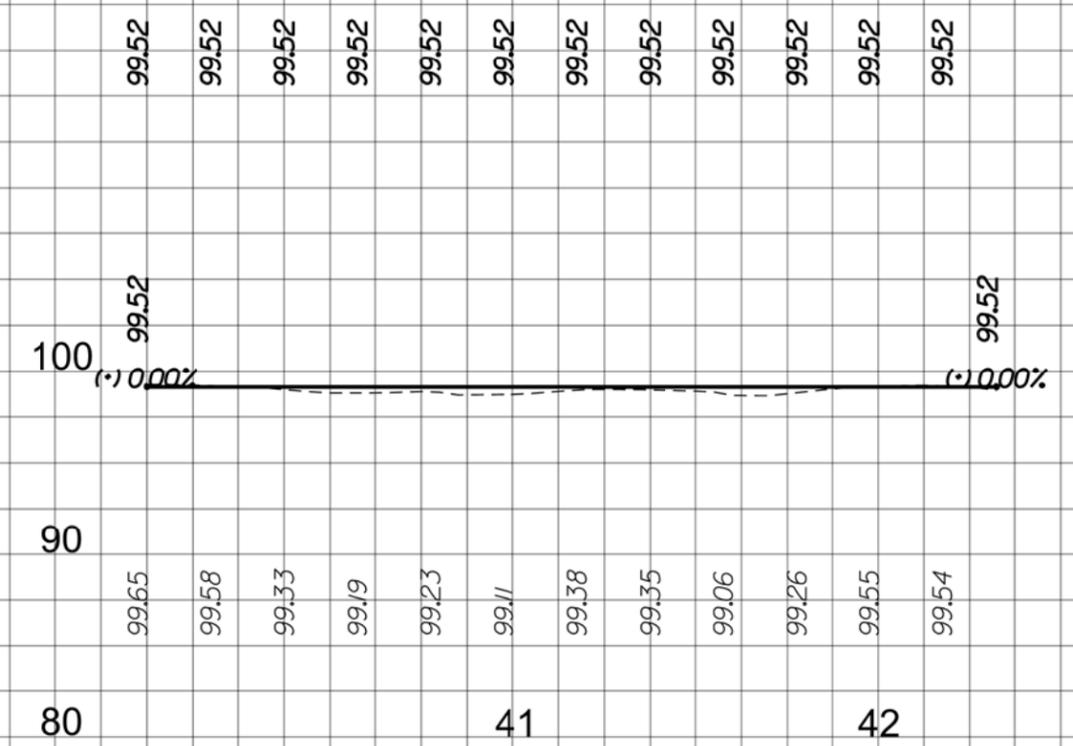
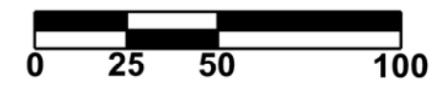
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DETAIL 8-1
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ⓂⓂ DOUBLE SERVICE LATERAL
Ⓜ SERVICE LATERAL



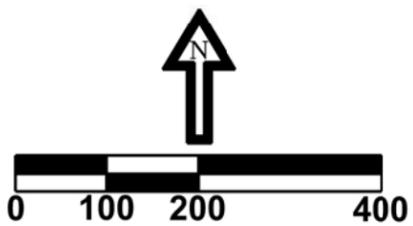
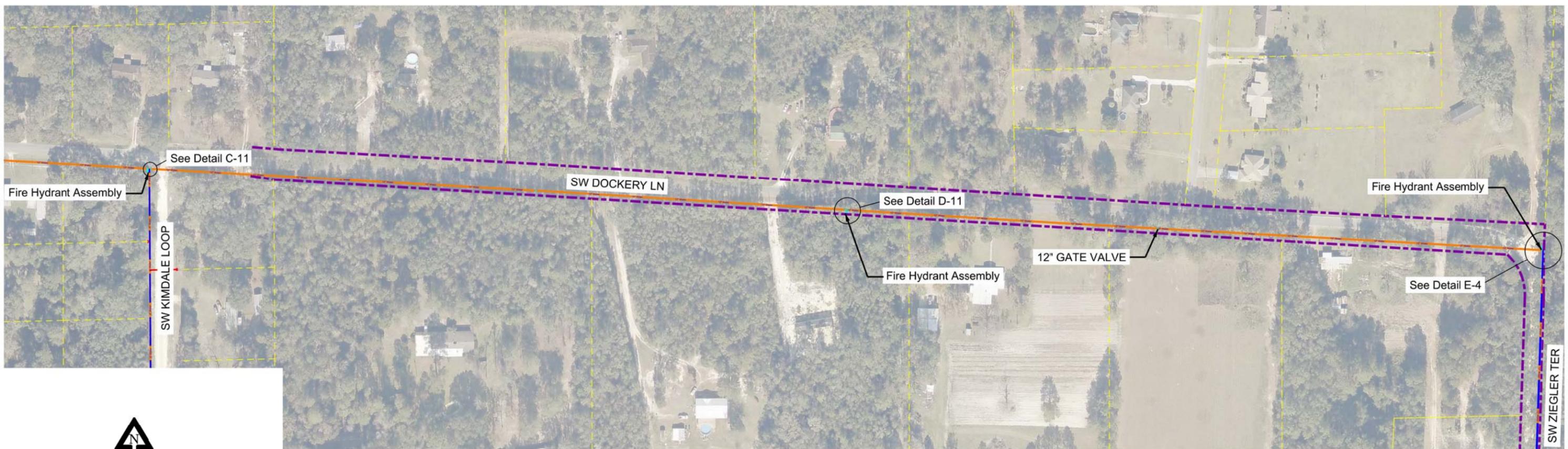
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PLANTATION PARK

**PLAN AND PROFILE
SW STRATFORD CT**

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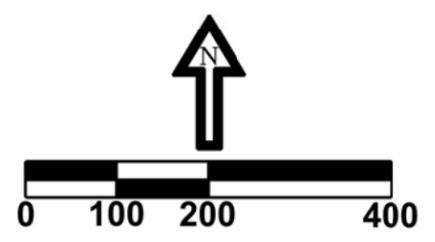
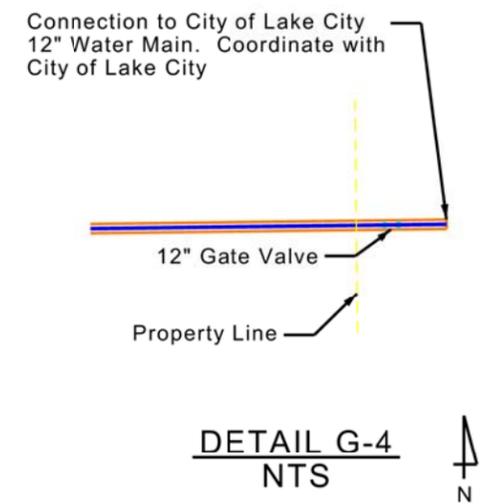
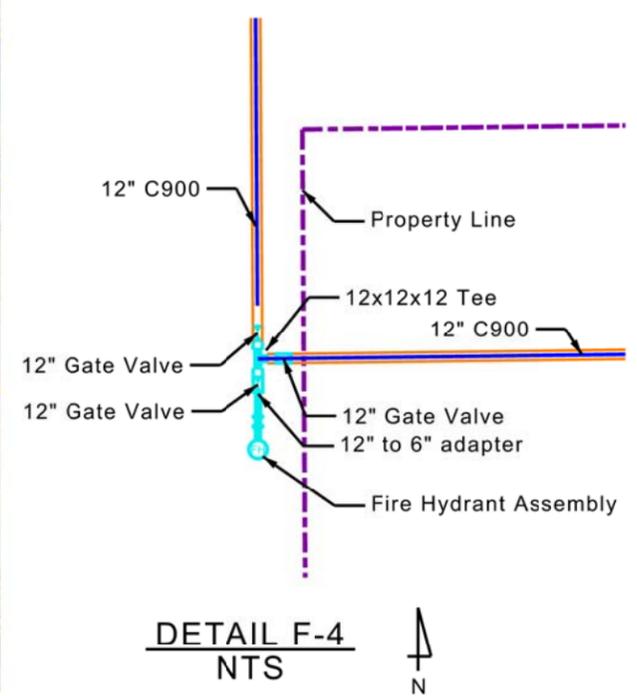
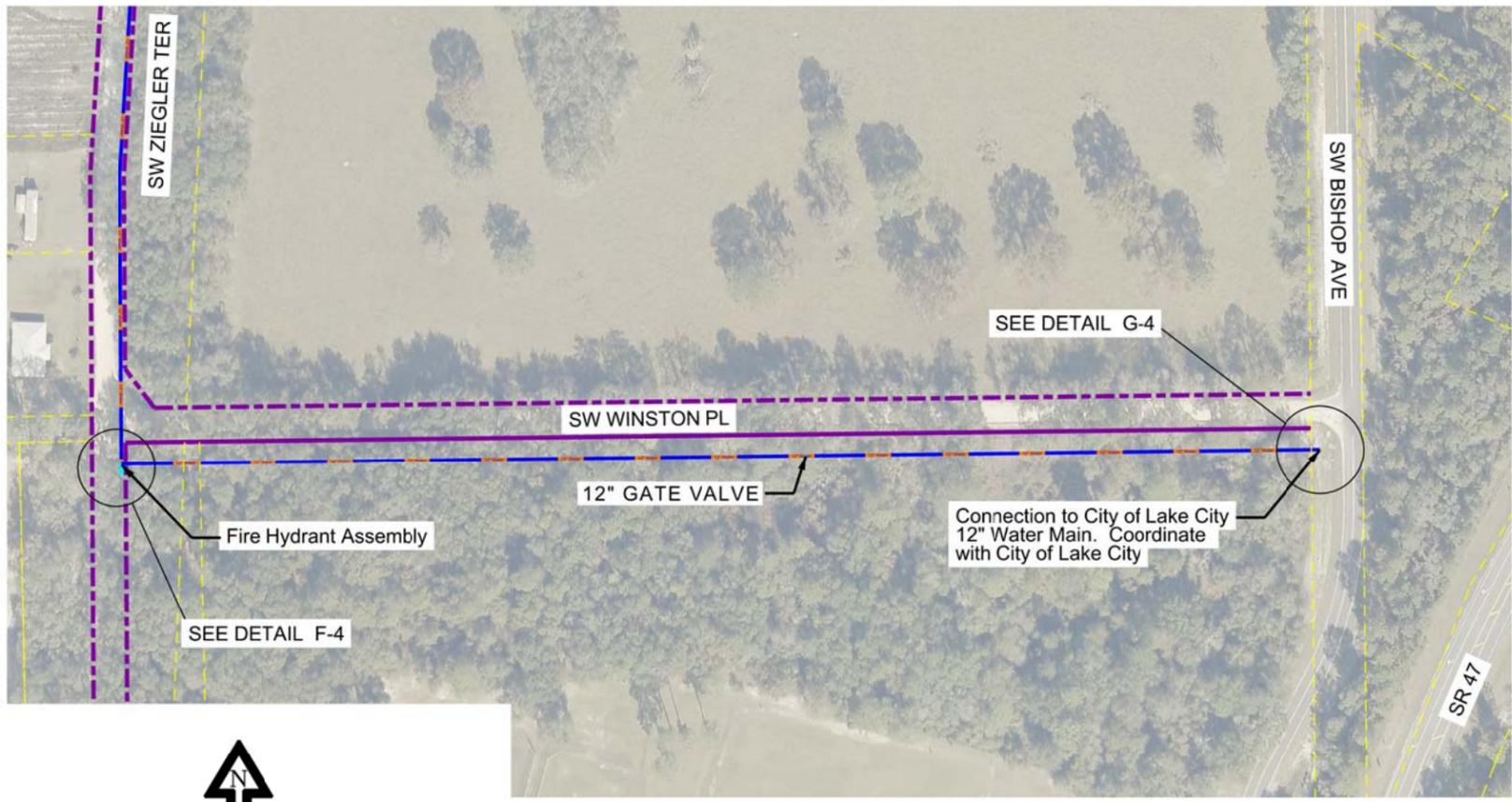
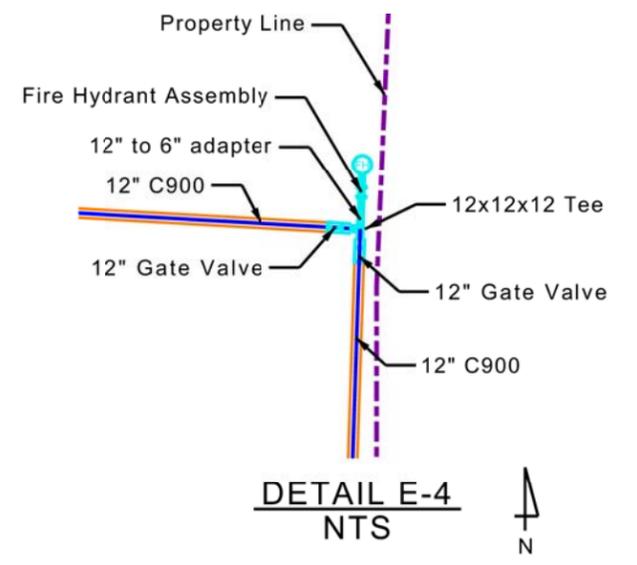
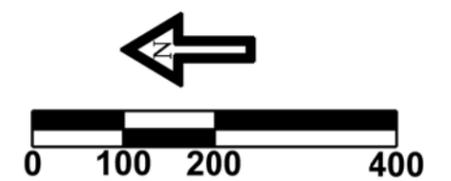


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PLAN SHEET

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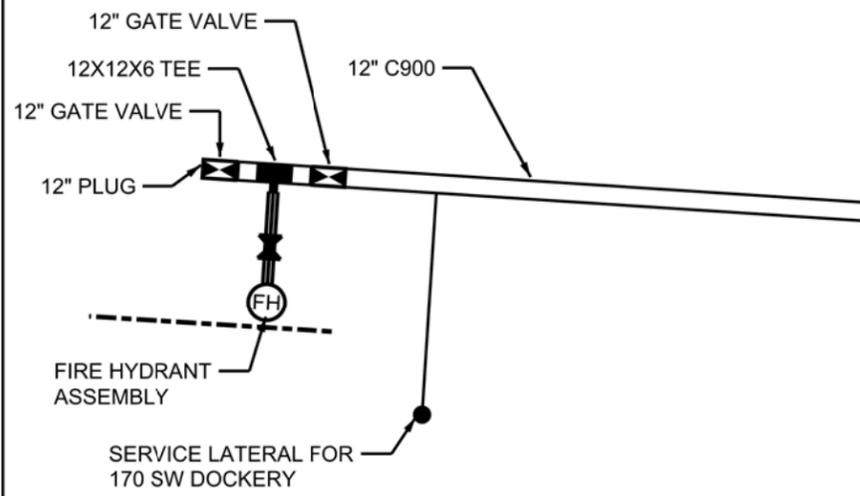
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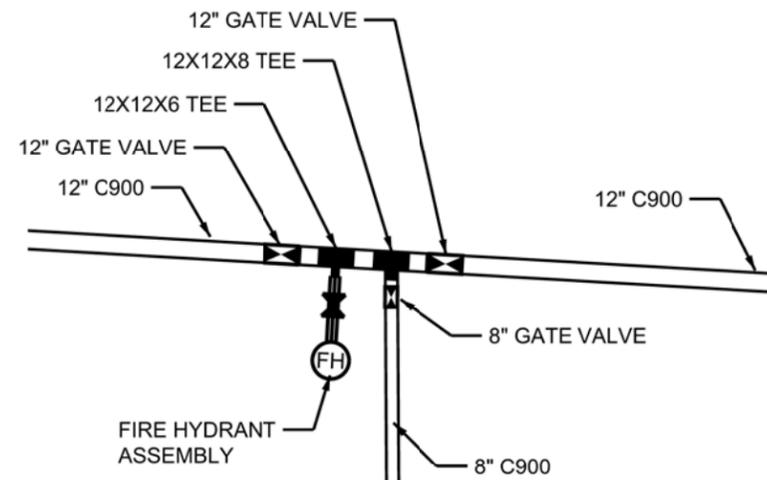
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PLAN SHEET

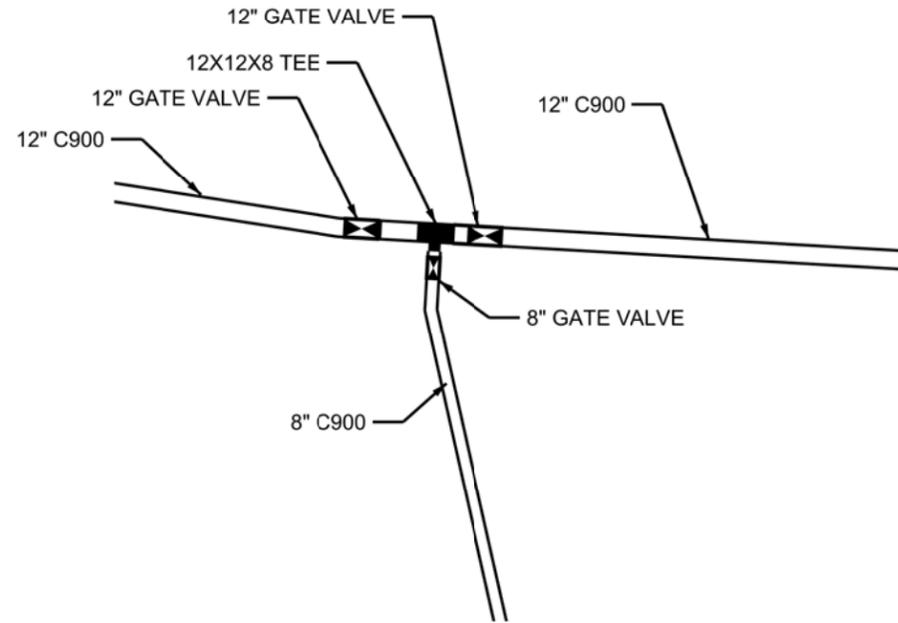
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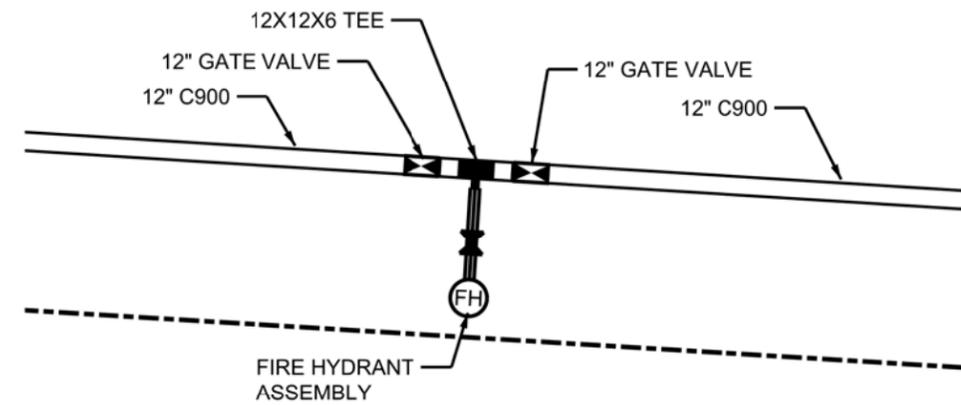
DETAIL A-11
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DETAIL C-11
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DETAIL B-11
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DETAIL D-11
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NOTE:
ALL UTILITY CONSTRUCTION SHALL BE IN ACCORDANCE WITH CITY OF LAKE CITY UTILITY STANDARDS, 2010 EDITION

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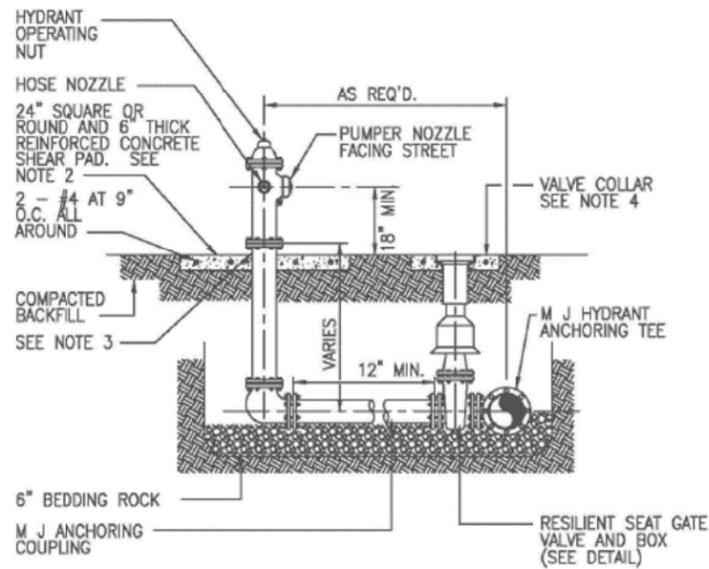


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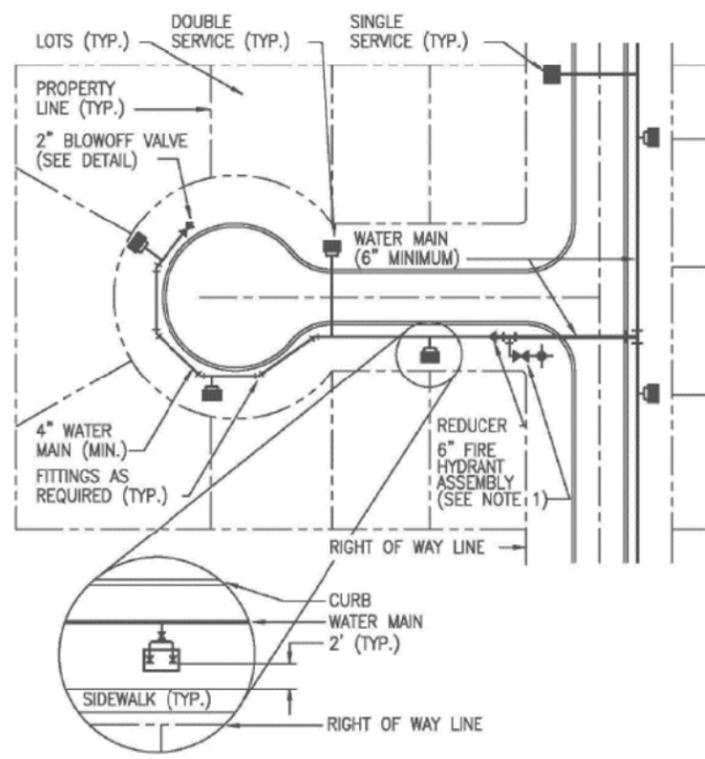
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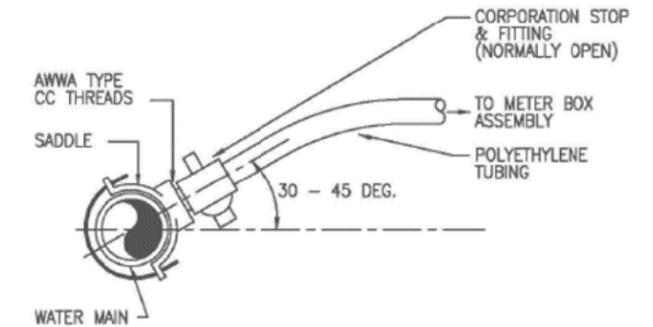
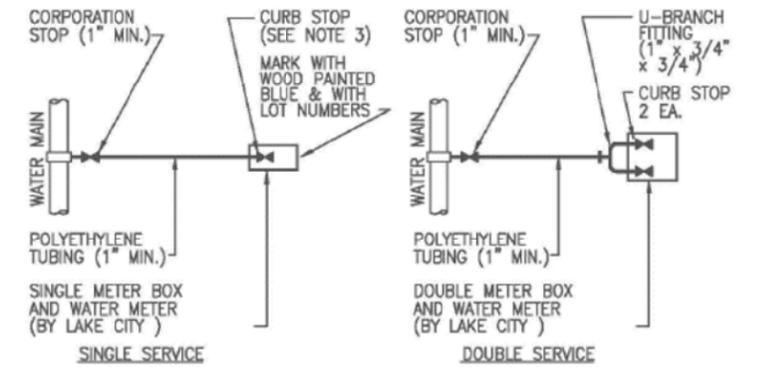
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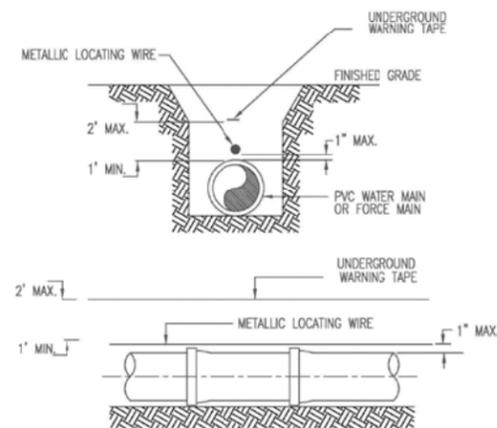
- NOTES:
1. FIRE HYDRANT SHALL BE SUPPLIED WITHOUT A WEEP HOLE, OR WITH A PERMANENTLY PLUGGED WEEP HOLE.
 2. THE DEVELOPER MAY INSTALL THE SHEAR PAD RECESSED UP TO 4 INCHES BELOW FINISHED GRADE AND SOD THE RECESSED SECTION.
 3. CLEARANCE BETWEEN BOTTOM OF BOLTS AND TOP OF SHEAR PAD SHALL BE A 6" MINIMUM.
 4. VALVE COLLAR SHALL BE 18"x18"x6" CONCRETE COLLAR W/4 - #4 BARS



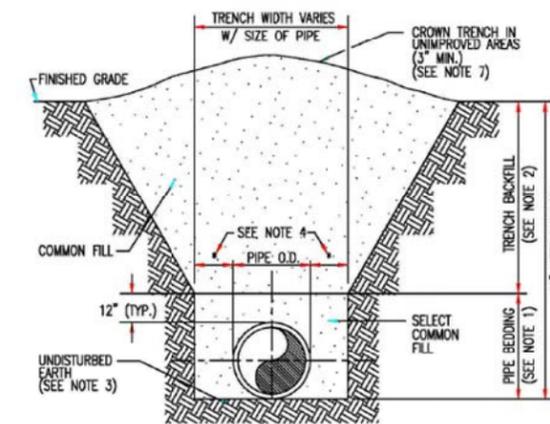
- NOTES:
1. ANCHORING TYPE 90° BEND SHALL ONLY BE USED WHERE RIGHT-OF-WAY CONSTRUCTIONS WILL NOT ALLOW INSTALLATION OF A STRAIGHT ASSEMBLY.



- NOTES:
1. ALL FITTINGS SHALL BE BRASS WITH COMPRESSION/PACK JOINT TYPE CONNECTIONS.
 2. NO SERVICE LINE SHALL TERMINATE UNDER A DRIVEWAY.
 3. EACH SERVICE SHALL TERMINATE AT A CURB STOP(S) WHICH SHALL BE BURIED APPROXIMATELY 3" BELOW FINAL GRADE AND SHALL BE CLEARLY MARKED WITH A 2" X 2" X 18" STAKE WITH THE TOP PAINTED BLUE AND MARKED WITH THE NUMBER OF THE LOT(S) TO BE SERVED.
 4. INDENT CURB WITH "W" AT EACH WATER SERVICE LOCATION



- NOTES:
1. PVC PIPE SHALL REQUIRE INSULATED METALLIC LOCATING WIRE (14 GAUGE COPPER) CAPABLE OF DETECTION BY A CABLE LOCATOR AND SHALL BE BURIED DIRECTLY ABOVE THE CENTERLINE OF THE PIPE. LOCATING WIRE SHALL TERMINATE AT THE TOP OF EACH VALVE BOX AND BE CAPABLE OF EXTENDING 12" ABOVE TOP OF BOX IN SUCH A MANNER SO AS NOT TO INTERFERE WITH VALVE OPERATION. USE DUCT TAPE AS NECESSARY TO HOLD WIRE DIRECTLY ON THE TOP OF THE PIPE.
 2. PROPERLY COLOR CODED UNDERGROUND WARNING TAPE SHALL BE PLACED AT A MINIMUM OF 1 FOOT ABOVE THE PIPE AND NO GREATER THAN 2 FEET ABOVE THE PIPE, FOR THE PURPOSE OF IDENTIFYING THE LOCATION OF UNDERGROUND UTILITY LINES.



- NOTES:
1. PIPE BEDDING: SELECT COMMON FILL COMPACTED TO 95% OF THE MAXIMUM DENSITY AS PER AASHTO T-180.
 2. TRENCH BACKFILL: COMMON FILL COMPACTED TO 95% OF THE MAXIMUM DENSITY AS PER AASHTO T-180.
 3. PIPE BEDDING UTILIZING SELECT COMMON FILL OR BEDDING ROCK IN ACCORDANCE WITH TYPE A BEDDING AND TRENCHING DETAIL MAY BE REQUIRED AS DIRECTED BY THE CITY OF LAKE CITY.
 4. (*) 15" MAX. FOR PIPE DIAMETER LESS THAN 24", AND 24" MAX. FOR PIPE DIAMETER 24" AND LARGER.
 5. WATER SHALL NOT BE PERMITTED IN THE TRENCH DURING CONSTRUCTION.
 6. ALL PIPE TO BE INSTALLED WITH BELL FACING UPSTREAM TO THE DIRECTION OF THE FLOW.
 7. FINAL RESTORATION IN IMPROVED AREAS SHALL BE IN COMPLIANCE WITH ALL APPLICABLE REGULATIONS OF GOVERNING AGENCIES. SURFACE RESTORATION WITHIN CITY OR COUNTY RIGHT-OF-WAY SHALL COMPLY WITH THE APPLICABLE REGULATIONS.

NOTE:
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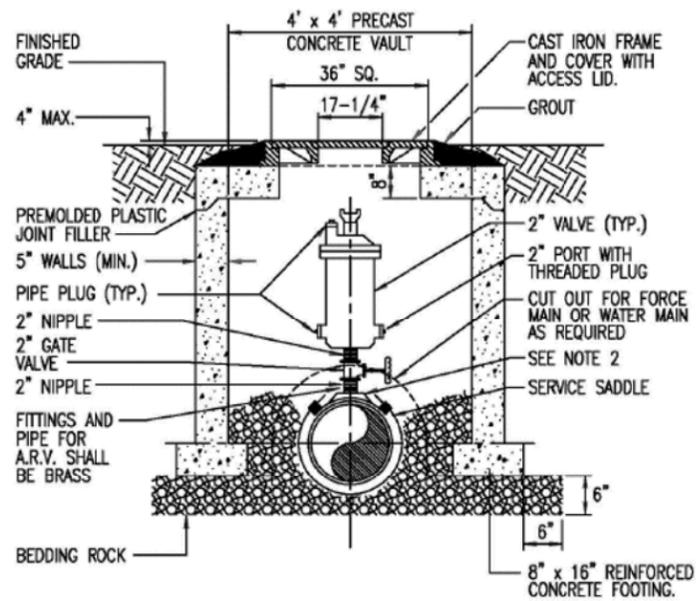


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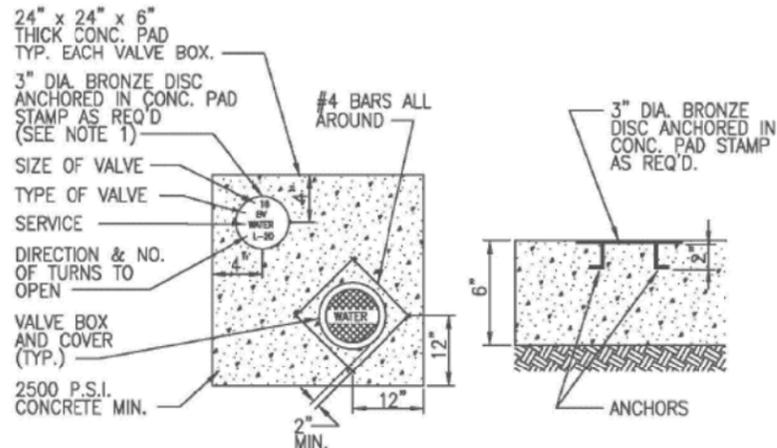
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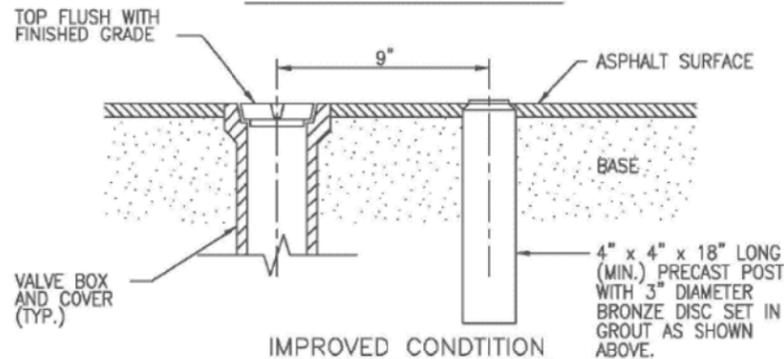
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- NOTES:
1. ABOVE DETAIL IS BASED ON 2" COMBINATION AIR/VACUUM RELEASE VALVE. CHANGE PIPE AND FITTINGS ACCORDINGLY FOR OTHER VALVE SIZES AND TYPES. VALVE SIZES TO BE DETERMINED BY THE ENGINEER AND APPROVED BY THE CITY PRIOR TO INSTALLATION.
 2. THE MINIMUM DIMENSION FROM TOP OF PIPE TO FINISHED GRADE SHALL BE 4.0 FEET.

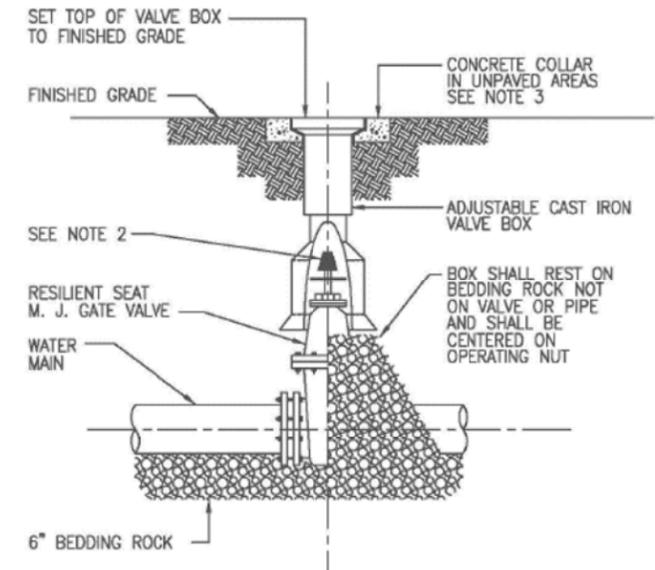


UNIMPROVED CONDITION



IMPROVED CONDITION

- NOTES:
1. BRONZE IDENTIFICATION DISC SHALL BE REQUIRED FOR ALL VALVES.



- NOTES:
1. PVC EXTENSIONS SHALL NOT BE USED ON VALVE BOX INSTALLATION.
 2. THE ACTUATING NUT FOR DEEPER VALVES SHALL BE EXTENDED TO COME UP TO 4 FOOT DEPTH BELOW FINISHED GRADE.
 3. VALVE COLLAR SHALL BE 18"x18"x6" CONCRETE COLLAR W/4 - #4 BARS.

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