



RE-Invitation To Bid

Northwest Jacksonville CDC Grant Construction Project

Bid Due Date: December 21, 2015
Pre Bid Meeting Date: December 9, 2015

**Northwest Jacksonville Community Development Corporation
3416 Moncrief Road, Suite 200
Jacksonville, FL 32209**

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REQUIRED ACKNOWLEDGEMENT AND DOCUMENTS CHECKLIST

ALL DOCUMENTS MUST BE SUBMITTED IN BID PACKAGE AND MUST BE IN THE SAME ORDER AS LISTED BELOW:

- Bids submitted in duplicate.
- Signed copy of Document Requirements Checklist.
- Bid Form.
- Bid Bond in the amount of 5% of the bid if the project is over \$100,000.
- Completed Form W-9 Request for Taxpayer identification Number and Certification.
- Proof of Total Staff and Firms Experience Profile.
- Description of the firm's organizational structure.
- Proof of Experience: Bidders shall submit proof of minimum of 5 years' experience in performing similar projects with emphasis on housing rehabilitation or new construction of single or multi-family projects (list project, contact and year of project).
- Qualifications: Bidders shall submit proof that they are currently licensed as a General, Residential or Building Contractor.
- A chronological description of the firm's work load and current projects.
- Related Building Experience. List the Project(s) that best illustrate the experience of the firm and current staff that are being assigned to the Project(s). List no more than 5 Project(s) and do not list Project(s) completed more than 5 years.
- Financial: Bidders shall submit copies of certified financial statements for the past two years; and provide evidence of the firm's financial capability, resources and the necessary working capital to assure financial stability through to the completion of the Project(s).
- Proof of Insurance: Bidders shall submit Certificate of Insurance, naming the City of Jacksonville as Certificate Holder, showing the bidder has obtained and will continue to carry Workers Compensation, public and private liability, and property damage insurance during the life of the contract.
- Positive References: Bidders shall submit minimum three (3) references, including phone and fax numbers, as well as e-mail addresses, from companies or individuals for whom the bidder has performed work during the past 3 years, of a comparable size and nature as this project.

Section 3 Documents:

- Section 3 RFP Submittal Form
- Section 3 Resident Preference Claim
- Table A and Table B
- Section 3 Business Application Certification Form
- Conflict of Interest
- Letters of Intent
- Section 3 Economic Opportunities Plan
- List of Subcontractors and Shop Fabricators

The above requirements have been noted and are understood by the bidder. I understand that failure to submit an item listed above may result in rejection of this bid.

SIGNED: _____

PRINT: _____

COMPANY: _____

PHONE: _____

FAX: _____

E-MAIL: _____

DATE: _____

INVITATION TO BID

TO GENERAL CONTRACTING FIRMS, FOR GENERAL CONTRACTOR'S SERVICES FIXED FEE - GUARANTEED MAXIMUM PRICE

Notice is hereby given that Northwest Jacksonville CDC (NJCDC) will receive sealed bids for the following project(s):

Project Name: Grant Construction Project
Address: 1056 Powhattan Street
Jacksonville, Florida 32209

I. GENERAL

Award will be granted to the lowest responsive responsible bidder. **ALL** awards are subject to the availability of funds. **If this RFP is for multiple Projects the term Project(s) is applicable.**

There will be a Pre-Bid meeting with the staff of NJCDC that will include a Question and Answer session (refer to Section III). NJCDC reserves the right to accept or reject all proposals in whole or in part with or without cause waive minor irregularities with any proposal or make an award that is in the best interest of the project. Any award is subject to approval by NJCDC. **If there is not a bid proposal that is within the projected budget for the project, NJCDC reserves the right to reject all bids and re-issue the RFP.**

Submission of a proposal indicates expressed agreement with all terms and conditions included in this RFP.

Any person entity or representative of any person or entity submitting a proposal in response to this RFP is strictly prohibited from independently contacting NJCDC employees or NJCDC consultants (other than the designated contact) regarding the contents of this RFP or any proposed project outside of any scheduled presentation time.

This Project will be funded partly or in total by the Federal Government. Therefore Bidders must comply with Title VI of the Civil Rights Act of 1964 (24 CFR Parts 1 & 2); Title VIII of the Civil Rights Act of 1968 (24 CFR Part 115); Federal Labor Standards Provisions (HUD 4010); the Davis-Bacon Act; the Anti-Kickback Act; and the Contract Work Hours and Safety Standards Act. Bidders are advised to refer to the Federal Regulations of these specifications for more information.

(a) *Section 3.* The purpose of Section 3 of the Housing and Urban Development Act of 1968 (12 U.S.C. 1701u) (Section 3) is to ensure that employment and other economic opportunities generated by certain HUD financial assistance shall to the greatest extent feasible and consistent with existing Federal State and local laws and regulations be directed to low- and very low-income persons particularly those who are recipients of government assistance for housing and to business concerns which provide economic opportunities to low- and very low-income persons.

(b) *Other HUD assistance and other Federal assistance.* Recipients contractors and subcontractors that receive HUD assistance not listed in paragraph (a) of this section or other Federal assistance are encouraged to provide to the greatest extent feasible training employment and contracting opportunities generated by the expenditure of this assistance to low- and very low-income persons and business concerns owned by low- and very low-income persons or which employ low- and very low-income persons.

Submission of a proposal indicates expressed agreement with all terms and conditions included in this RFP.

Any person, entity, or representative of any person or entity submitting a proposal in response to this RFP is strictly prohibited from independently contacting Any developer associated with this project and/or his representative, (other than the designated contact), NJCDC employees or NJCDC consultants regarding the contents of this RFP or any proposed project outside of any scheduled presentation time.

II. NOTIFICATION

Notification and advertisement for construction projects is accomplished with a public notice in a locally distributed publication; and/or the RFP is sent via email to all eligible contractors and applicable vendors currently listed on the City of Jacksonville's pre-qualified contractor's list maintained by the HCDD office.

III. SELECTION SCHEDULE

- Bid Released: December 8, 2015
- **MANDATORY** Pre-Bid Meeting: December 9, 2015 at 10:00 a.m.
3416 Moncrief Road, Suite 200
- **MANDATORY** Walk Through: December 9, 2015, at 11:00 a.m. - 11:30 p.m.
- Proposal Due: December 21, 2015 at 12:00 p.m.
3416 Moncrief Road, Suite 200.
- Bid Opening: December 21, 2015, at 12:30 p.m.
3416 Moncrief Road, Suite 200
- Notice of Award: December 23, 2015

The property or properties will be available for inspection on the following dates and times:

	Address	Date	Time
1.	1056 Powhattan Street, Jacksonville FL 32209	December 9, 2015	11:00 am
2.			
3.			
4.			
5.			
6.			

Please contact Dara Davis at ddavis@nwjcdc.org to confirm attendance at the Site Inspection and/or the Pre-Bidders Meeting.

IV. INQUIRES

- A. Any questions concerning this Request for Proposals should be directed to Dara Davis via email @ ddavis@nwjcdc.org. All questions pertaining to this RFP must be submitted by 2 p.m. on December 14, 2015
- B. All questions relating to the Construction Documents during the Bid Period shall be made via email to Dara Davis, at ddavis@nwjcdc.org.

V. SCOPE OF PROJECT

This Project(s) involves the construction of a single family structure located in the aforementioned address(s) as outlined in the attached scope of work, plans and/or specifications. ***All bid proposals must include pricing for labor, materials, profit, overhead, supplies equipment, permits, fees (including water/sewer), architecture, engineering and other components necessary for the successful and timely completion of the project. (Please see attachment I for additional scope of work”.***

VI. BIDDING DOCUMENTS

- A. Bidding documents can be found online at www.nwjcdc.org.
- B. Each Bid Proposal shall remain firm and binding for at least 150 days to allow time for evaluation of Bids and contract negotiations.
- C. Contents of the Bid Proposal of the successful firm(s) will become part of the contractual obligations.

VII. REQUIRED SUBMITTALS USED TO EVALUATE FIRMS

- A. Business Structure (Corporation, Joint Venture, Partnership): Proper incorporation by the Secretary of State and current Florida Professional Registration Certificate for contractor certification.
- B. Financial Requirements: Evidence of the firm's financial capability, resources and the necessary working capital to assure financial stability through to the completion of the project. All financial information should be sealed in a separate envelope and will remain confidential.
- C. Total Staff and Firm's Experience Profile: This criterion identifies the relative size of the firm, including management, technical, and support staff.
- D. A description of the firm's organizational structure, including resumes of the principals and professional staff who would work directly with the project.
- E. Current State General Contractor License Certification or Registration, as required under Florida Statutes.
- F. A chronological description of the Firms work load schedule showing the names and size(s) of any projects which are currently under construction plus any projects estimated to be under construction within six months of the date of this RFP. Include the Projects anticipated start and stop dates plus any percentage of construction completed.
- G. Related Building Experience: List the projects that best illustrate the experience of the firm and current staff that are being assigned to this project. List no more than 5 projects, and do not list projects completed more than 5 years ago.
 - 1) Name and location of the project
 - 2) The nature of the firm's responsibility on this project
 - 3) Project owner's representative name, address and phone number
 - 4) Date project was completed or is anticipated to be completed
 - 5) Size of project (# of buildings, units and gross sq. ft. of construction)
 - 6) Cost of project (construction cost)
 - 7) Renovation experience with buildings containing Asbestos and/or Lead Based Paint within the last 5 years (must demonstrate at least one).
 - 8) Funding source of the project (private, state, federal, etc.)
 - i. Name and location of the Project(s)
 - ii. The nature of the firm's responsibility on the Project(s)
 - iii. Project(s) owner's representative name, address and phone number
 - iv. Project(s) completion or its anticipated completion date
 - v. Size of Project(s) (gross sq. ft. of construction)
 - vi. Cost of Project(s) (construction cost)
- H. Insurance Requirements (See Exhibit A):
- I. Provide documentation on agency letterhead signed by authorized company representative stating that the firm either has the required insurance or that the firm is able and upon award of contract shall

purchase the required insurance. Please provide name and contact information for all applicable insurance agents.

- J. Provide the total estimated firm fee for completion of the Project(s), inclusive of, but not limited to, all General Conditions, Technical Specifications, project fees, staffing, profit and all other related Project(s) cost(s).
- K. Provide a completed Section 3 – RFP/Q Submittal, a detailed budget, and an estimated construction schedule for the full scope of work described in the plans and specifications as outlined in the contents of this RFP. Please note that for bidders to achieve full compliance of this RFP additional forms and information are required as outlined here in.
- L. Provide other Work. If a Bidder has identified a scope of work not listed in the plans and specifications or in “Proposed Scope of Work” that the Bidder feels is required to complete the Project(s), then the bidder should assume that scope falls within the Bidder’s responsibilities. Any work identified as such must be listed and described on the Bid Form under “Other” with estimates of costs provided.

Section 3 Requirements:

Bidders must submit the following forms with their sealed bids:

- Section 3 Proposal Form
- Table A (List of all Subcontractors and Ship Fabricators)
- Table B (Estimated Project(s) Work Force Utilization Breakdown)
- Section 3 Business Application Certification Form (To Be completed by both the Contractor and Sub-contractors)
- Conflict of Interest
- Letter(s) of Intent
- Section 3 Economic Opportunities Plan

(Points will be awarded as outlined in section XVI: Evaluation of Section 3 Proposals by Priority Ranking).

VIII. BID BOND SECURITY

- A. The Proposal shall be accompanied by Bid security in the form of a Bid Bond executed by the Bidder and a surety company regularly commissioned and currently licensed as a resident or non-resident agent in the State of Florida, or either a certified or cashier's check drawn on any national bank in an amount equal to five percent (5%) of the Bid amount made payable to Northwest Jacksonville CDC. Said Bid Security guarantees the Bidder will not withdraw from the competition after opening the Bids and, in the event the Contract is awarded to the Bidder, it will execute the Contract and furnish the required bonds within ten (10) days after notification. If it withdraws or fails to provide the bonds, the Bid Security and all proceeds there from shall become the property of NJCDC as agreed upon, to be fixed as reasonable liquidated damages. In any Contract involving the expenditure of Federal funds, the bond must be written by a Federally approved bonding agency. A copy of the currently approved agencies will be furnished prospective bidders on request from the U. S. Department of Housing and Urban Development (H.U.D.).
- B. **RETURN OF BID SECURITY** - As soon as Bids have been satisfactorily evaluated by NJCDC, the Bid Securities accompanying Bids which in NJCDC's judgment would not likely be considered for the award may be returned. All other Bid Securities will be held until the award has been made and executed, after which the Bid Securities will be returned to the respective Bidders who tendered same.

- C. **BID PROPOSAL** - The Bid, with the accompanying Bid Security, must be enclosed in the envelope provided and be addressed to Northwest Jacksonville CDC. The envelope shall be mailed or delivered to NJCDC; 3416 Moncrief Road Suite 200, Jacksonville, Florida 32209. The Project Name shall be shown on the OUTSIDE of the envelope. The Bidder shall designate on the Bid its official address to which all communications are to be mailed.

- D. **EXECUTION OF CONTRACT** - The Bidder to whom the Contract has been awarded shall sign three (3) original copies of the Contract Agreement and the Contract Bonds in the form herein contained without any additions, deletions, or modifications, and return same to NJCDC within ten (10) days after receipt. Failure to execute the Contract Agreement and the Contract Bonds and return of them to the CITY within ten (10) days after receipt, shall be a breach of the Contract and may result in forfeiture of the award by the Bidder and forfeiture of the bid security to NJCDC. The award may then be made to the next lowest responsible bidder or re-advertised as NJCDC may elect.

- E. **CONTRACT BONDS** - Contract Bonds in the form provided in these Contract Documents will be required in an amount equal to one hundred percent (100%) of the Contract Amount and shall be written with a surety company regularly commissioned and currently licensed as a resident or non-resident agent in the State of Florida. Such surety company must be approved by the NJCDC'S Division of Insurance and Risk Management. The bonds shall guarantee the faithful performance of this Contract, including delay damage expense, and payment for labor, materials, and supplies used therefore. For a Contract involving Federal funds, the bond must be written by a Federally approved bonding agency. (A copy of bonding agencies currently approved by the Federal Government will be furnished upon request from the U. S. Housing and Urban Development (H.U.D.) Department).

- F. **WITHDRAWAL OF BIDS** - A bidder may withdraw its Bid without forfeiture of bid security not later than the day and hour set in the advertisement for receiving Bids, "the bid time", by communicating its withdrawal in writing to NJCDC at the address given in the Invitation, and the Proposal will be returned to the Bidder unopened. When "the bid time" has passed, no Bidder shall thereafter have a right to withdraw its bid. Subsequent to the opening of Bids, withdrawal will subject the Bidder's Bid Security to forfeiture.

- G. **CONDITIONS IN BIDDER'S PROPOSAL**- The Bidder shall not stipulate in its Bid Proposal, or append thereto, any conditions contrary to those contained in the Contract Documents.

IX. BID SUBMISSION

- A. Bidders must submit their proposals, with the accompanying Bid Security, in a sealed opaque envelope and marked "BID FOR (Grant Construction Project)" Mailed responses should be submitted in a separate mailing envelope addressed to:

Northwest Jacksonville CDC
 3416 Moncrief Road, Suite 200
 Jacksonville, FL 32209
 Attention: Dara Davis

- A. An original and one copy of the response must be furnished on or before the deadline in a sealed envelope.

- B. Response must contain a manual signature of an authorized representative of the responding firm.

- C. Your response must arrive at the address in Item VIII A. no later than December 21, 2015 at 12:00 p.m.

- D. Responses received after the scheduled receipt time will be marked "TOO LATE" and will be returned unopened to the vendor.
- E. Bids will be publicly opened, read aloud, and recorded on December 21, 2015 at 12:30 p.m. in the NJCDC, 3416 Moncrief Road, Suite 200, Jacksonville, Florida, 32209.
- F. Neither NJCDC nor its consultants are liable for any costs incurred by the Bidders prior to the issuance of an executed contract.
- G. Proposals must be legible and or typed. All corrections made by the proposer prior to the opening must be initialed and dated by the proposer. No changes or corrections may be allowed after proposals are opened.

X. DEVIATIONS TO SPECIFICATIONS

- A. All deviations to the specifications must be noted in detail by the Bidder, in writing, at the time of the submittal of the formal bid.
- B. Substitute products will be considered when request is submitted as an attachment to the Bid Form. Substitute products should include technical descriptive data or catalog cuts attached to the original copy of the bid where applicable. Failure to submit the above information may be sufficient grounds for rejection of the bid.
- C. In submission of substitutions to Products specified, Bidders shall include in their bid, changes required in the Work, changes to Contract Time, and Contract sum to accommodate such approved substitutions. Later claims by the Bidder for an addition to the Contract Time and Contract sum because of changes in Work necessitated by use of substitutions will not be considered.
- D. Provide complete information on required revisions to other Work to accommodate each substitution, the value of additions to or reductions from the Bid sum, including revisions to other Work.
- E. Provide Products as specified unless substitutions are submitted in this manner and subsequently accepted.

XI. SELECTION PROCESS

Award of any contract resulting from this solicitation will be made in accordance with Bid Specifications and HUD regulations. The committee will evaluate all responsive proposals received within the deadline specified in this Bid and will use the following procedure to award bids:

- A. The Evaluation Committee will consist of a minimum of three persons including, but not limited to, the City's Section 3 Coordinator, Project Manager and other appropriate NJCDC staff.
- B. The responsive proposals received within the established deadline, which meet the submission requirements of the Bid, shall be evaluated by the Committee on the basis of the criteria set forth in the Bid. The Committee will evaluate each proposal in a fair and impartial manner, on its own merit.
- C. Responsive bids will be priority ranked based on a maximum cumulative points of 100. (50.0 points based on lowest bid ranking, 30 points for Section 3 participation and 20 points for Experience and Financial Capacity).

SECTION 3 EVALUATION CRITERIA: (30.0 – Points)

Section 3 Economic Opportunities Plan (EOP) for Low and Very Low Income Residents of the Project(s) area: (5) available points – Five points will be awarded to the Bidder who identifies on company letterhead a specific plan as outlined in the attached Appendix(s) to Part 135 – I. Examples of Efforts to Offer Training and Employment Opportunities to Section 3 Residents and II. Examples of Efforts to Award Contracts to Section 3 Business Concerns and who commit to start and use such a plan on the Project(s) (**See Contractor Section 3 Economic Opportunities Plan**)

Preference for Section 3 Business Concerns/Preference for Training and or employment: (25) available points – Twenty-five points will be awarded to the responsible bidder in our evaluation of Eligible Section 3 Bidders who hire subcontractors and residents from the service area to participate in the Project(s). Residents and contractors must submit evidence that they are a Section 3 resident or business in the Project(s) area or Section 3 Business Concerns as defined in Title 24 Part 135.5. Tables A & B must be completed and returned with the bid submittal.

EXPERIENCE and FINANCIAL CAPACITY: (20.0 – Points)

Experience and Past Performance (10) available points – Bidders must submit evidence of previous experience with new construction or substantial rehabilitation of residential or commercial properties. Submit names of four (4) references.

Financial Capacity (10) available points – Bidders shall submit copies of certified financial statements for the past two years; and provide evidence of the firm's financial capability, resources and the necessary working capital to assure financial stability through to the completion of the Project(s).

PRICING: (50.0 – Points)

All bids will be evaluated based on the firm which submits the lowest bid. The lowest Guaranteed Maximum Price - will be awarded fifty (50.0) points.

Each firm who submitted a higher bid (Price proposal – the Guaranteed Maximum Price) than the lowest bid will be awarded a reduced number of points relative to the ratio of the lowest bid to its higher bid multiplied by 50.

Example: If the lowest bid was \$10,000.00 and the higher bid was \$12,500.00, the firm which submitted the lowest bid would receive 50 points and the firm which submitted the higher bid will be awarded – $(\$10,000.00/\$12,500.00) \times 50 = 40$ points.

The final score will be evaluated in a fair and impartial manner, on its own merit and rated according to the lowest Guaranteed Maximum Price (GMP), Section 3 compliance, experience and financial capacity to determine the lowest responsive responsible bidder. Each firm will be calculated on the sum of points received from pricing (50), Section 3 awarded points (30), experience (10) and financial capacity (10) for the maximum cumulative points of 100.0 points.

- D. The award will be to the lowest, responsive, responsible bidder from among qualified bidders.
- E. Notification of award will be issued by the HCDD to the accepted Bidder by a written Letter of Intent to Contract.
- F. If an executed contract with the selected firm is not completed within 15 calendar days of notification of award then HCDD reserves the right to award the Bid to the next lowest responsive, responsible Bidder.
- G. Bidders desiring a copy of the tabulation sheet and the award recommendation must include a self-addressed, stamped envelope with their bid. Bid results will not be given by telephone. The successful bidder shall be required to comply with all applicable provisions of Section 3 of the Housing and Urban Development Act of 1968, as amended, and the regulations issued pursuant thereto, as set forth in 24

CFR Part 135 Section 2, and all applicable rules, directives and orders issued by HUD there under. Section 3 requires that, to the greatest extent feasible, opportunities for training and employment generated by a Section 3 covered contract be given to public housing residents and other low income persons residing in the metropolitan area, and subcontracts in connection with such contract be awarded to Section 3 covered business concerns which are located in, or owned in substantial part by persons residing in the areas of the Project(s) (For additional information refer to federal regulations as identified in 24 CFR Part 135).

The Committee will evaluate each proposal in a fair and impartial manner, on its own merit. The bid proposals received shall be evaluated by the Committee on the basis of the following criteria:

Basis Of Award	Possible Points
Pricing (Lowest Responsive-Responsible Bid)	50
Section 3 Economic Opportunities Plan (EOP). (1-5) points will be awarded to Contractors providing specifics of plan implementation, completing the required request for information and providing the required signatures.	5
Section 3 Contracting and Employment Opportunities (Table A & B)	
Table A - Preference for Section 3 Business Concerns	
<ul style="list-style-type: none"> ▪ Category 1 – (5) points will be awarded to Certified Section 3 businesses that provide jobs and or training opportunities for local residents. (Contractors and or Subcontractors must be certified as a Section 3 business prior to bid submittal and provide the required Section 3 Certification letter with their RFP submittal to receive the allowable (5) points. 	5
<ul style="list-style-type: none"> ▪ Category 2 – (2.0) points will be awarded to Businesses that provide hiring from partnering agencies or other approved apprenticeship or Training Programs; Youthbuild, Jacksonville Job Corps, Ready 4Work; CRC Institute, Clara White Mission or FSCJ. 	2
<ul style="list-style-type: none"> ▪ Category 3 – Other Certified Section 3 business concerns. (Subcontractors must be certified as a Section 3 business prior to bid submittal and provide the required Section 3 Certification letter(s) with their RFP submittal to receive the allowable (2) points. 	2
- Table B - Preference for Training and Employment	
<ul style="list-style-type: none"> ▪ Category 1 - Residents in the Service Area or Neighborhood (Residents- those that reside within a 5-mile radius of the covered project). <ul style="list-style-type: none"> ○ Residents New Hire(s) - 1.0 Points for each new hire identified. (General Contractors identifying Section 3 residents in their submittals to maximize cumulative points must provide “full-time employment for the duration of the project” as a direct result of the expenditure of Section 3 covered financial assistance as defined in Title 24, Part 135.5). *(Maximum of 10-points) <p>*Contractors can receive a maximum of 10 points to include a combination of training and or hiring or for hiring the maximum of (10) new-hires.</p>	6
<ul style="list-style-type: none"> ○ Resident Training – 1.0 Point for each trainee identified. (Maximum of 4-points) 	4
<ul style="list-style-type: none"> ▪ Category 2 – Homeless persons in the service area (Contractors must provide evidence of hiring from identified partnering agencies) 	2
<ul style="list-style-type: none"> ▪ Category 3 – Other Section 3 Residents – (1) point for each new-hire identified for a maximum of (2) points. (Residents outside of the determined vicinity/project area) 	2
<ul style="list-style-type: none"> ▪ Jacksonville Small and Emerging Business (JSEB) Program - Businesses providing a minimum of (1) hiring opportunities for residents in the project service area. 	2

<ul style="list-style-type: none"> ▪ Experience and Past Performance - Proposers must submit evidence of previous experience with new construction or substantial rehabilitation of residential or commercial properties. Submit names of four (4) references. 	10
<ul style="list-style-type: none"> ▪ Financial Capacity – Bidders shall submit copies of certified financial statements for the past two years; and provide evidence of the firm's financial capability, resources and the necessary working capital to assure financial stability through to the completion of the Project(s). 	10
TOTAL	100

(Contractors must provide the required Section 3 Preference Claim Form(s) for each new hire or trainee identified).

Basis of Award:

All Bids will be reviewed by the City of Jacksonville to determine if all firms meet the qualifications for bidding for the City of Jacksonville and determined responsive. The review process will continue with the Section 3 Review Committee to determine which bidders are Section 3 Business Concerns based on the HUD definition as follows below: (a) 51% or more owned by Section 3 Residents;(b) 30% of permanent Fulltime Workforce of Section 3 Residents; (c) 25% of the dollar award to Section 3 business concerns or who meet the requirements of (a) or (b). An award shall be made to the qualified Section 3 business concern with the highest priority ranking and with the lowest responsive bid, if that bid is: (1) within the Guaranteed Maximum Price (GMP), established in the City’s budget, and (2) not more than “X” higher than the total bid price of the lowest responsible bid. “X” is determined as follows:

Proposed Bid Amounts	
When the lowest responsive bid is less than \$100,000.	10% of that bid or \$9,000.
At least \$100,000, but less than \$200,000.	9% of that bid, or \$16,000.
At least \$200,000, but less than \$300,000.	8% of that bid, or \$21,000.
At least \$300,000, but less than \$400,000.	7% of that bid, or \$24,000.
At least \$400,000, but less than \$500,000.	6% of that bid, or \$25,000.
At least \$500,000, but less than \$1million.	5% of that bid, or \$40,000.
At least \$1 million, but less than \$2 million.	4% of that bid, or \$60,000.
At least \$2 million, but less than \$4 million.	3% of that bid, or \$80,000.
At least \$4 million, but less than \$7 million.	2% of that bid, or \$105,000.
\$7 million or more.	1 ½ % of the lowest responsive bid, with no dollar limit.

If no responsive bid by a Section 3 business concern meets the requirements of this section, the contract shall be awarded to a responsible bidder with the lowest responsive bid.

XII. AWARD OF CONTRACT

Award of any contract resulting from this solicitation will be made in accordance with RFP/Q and HUD regulations and if it is awarded, shall be made to the lowest responsive-responsible Bidder, meeting or exceeding specifications, whose bid is in the best interest of NJCDC. However, until NJCDC issues a Notice to Proceed with a specific start date, NJCDC shall not be liable for any expenses incurred by the CONTRACTOR prior to such start date.

A. REVISIONS OF PROPOSAL FORM

Request for revision of the Bid Proposal Form must be made to the Dara Davis (should the project(s) not have an architect) at least (10) days prior to date of opening Bids. Revisions of the Bid Proposal by the Bidder will void the bid.

B. CONTRACT EXPIRATION DATE

The Contract expiration date shall be established as follows:

The notice to proceed date plus ten (10) calendar days for mobilization, plus the construction time established in the Proposal, plus time extensions pursuant to valid change orders (which shall establish the design completion date), plus 120 days to assure a contract exists beyond the schedule construction completion date.

C. BID CHANGES

No changes in the amount of the Bids appearing on the outside of the Bids will be considered. Only the amounts shown on bidding documents inside the envelope will be considered. All changes, corrections and erasures must be initialed by the person signing the bid.

D. CONSTRUCTION COMPLETION

The Contractor shall begin work within 10 calendar days after issuance of the Notice to Proceed from the Owner to begin work. All work shall be completed within 120 days of Notice to Proceed.

XIII. CONTRACT TERMS AND REQUIREMENTS

The contents of the proposal prepared by a successful firm will become a part of the contract. The selected firm will be required to:

- A. Maintain accurate accounting records and other evidence pertaining to costs incurred in providing services, and upon request, to make such records available to the NJCDC at all reasonable times during the contract period and for five (5) years after the date of the final payment to the firms under the contract.
- B. Assume sole responsibility for the complete effort as required by this RFP, and be the sole point of contact with regard to contractual matters.
- C. Refrain from assigning, transferring, conveying, sub-letting, or otherwise disposing of the contracts or its rights, titles, or interest therein or its power to execute such agreement to any other person, firm, partnership, company or corporation without the prior consent and approval in writing from the NJCDC. General contractors, subcontractors, material men, laborers and other persons performing services relating to the Project hold all necessary licenses, permits and authorizations required by all applicable governmental agencies and authorities as a condition to conduct business in the State of Florida and to work on the Project. In conformity with the requirements of Section 126 Part 4, Jacksonville Ordinance Code, Recipient represents and warrants to NJCDC that Recipient has adopted and will maintain a policy of nondiscrimination, as defined by such ordinance, throughout the term of this contract. Recipient agrees that, on written request, it will permit reasonable access to its records of employment, employment advertisement, application forms and other pertinent data and records for the purpose of investigation to ascertain compliance with the nondiscrimination provisions of this contract; provided, that Recipient shall not be required to produce for inspection records covering periods of time more than one (1) year prior to the date of this contract. Recipient agrees that, if any of the obligations of this contract are to be performed by a subcontractor, the provisions of subsections (a) and (b) of Section 126.404, Jacksonville Ordinance Code, shall be incorporated into and become a part of the subcontract. Agree that it will not engage or continue to employ contractor, subcontractor or material man or any other third party who may be reasonably objectionable to NJCDC. If requested by NJCDC, Recipient shall deliver to NJCDC a fully executed copy of each of the agreements between Recipient and such third parties and between any such general contractor and any contractor, subcontractor or material man or any other third party, each of which shall be in form and substance reasonably satisfactory to NJCDC. NJCDC's approval of a construction contract is specifically conditioned upon the following: (a) the total contract price thereof does not exceed the fair and reasonable cost of the work to be performed thereunder and (b) the contractor or subcontractor is of recognized standing in the trade,

has a reputation for complying with contractual obligations and is otherwise reasonably acceptable to NJCDC. NJCDC reserves the right to terminate any contract entered into as a result of this RFP at any time, provided that written notice has been given to the firm at least thirty (30) days prior to such proposed termination date. **All contractor/sub-contractor agreements and all sub-contractor/sub-contractor agreements must include the Section 3 Clause as stated on page 26 of this RFP.**

XIV. Compliance Requirements

NJCDC will construct the properties with HOME, SHIP, CDBG or Neighborhood Stabilization Program (NSP) financing; therefore, additional levels of oversight and project compliance will be required. The successful Bidder must comply with all requirements as set forth by the financing. We strongly suggest each Bidder to review the COJ website to ensure familiarity with Federal requirements.

<http://www.coj.net/Departments/Housing+and+Neighborhoods/Neighborhood+Stabilization+Program+%28NSP%29+%28Stimulus%29.htm>

During the performance of the contract, the selected Bidder shall follow the federally-required Employment and Contracting Rules and Neighborhood Standards. The requirements below are nonnegotiable:

- Pub. L 88-352 - Title VI of the Civil Rights Act of 1964
- Pub. L. 90-284 - Title VIII of the Civil Rights Act of 1968
- Executive Order 11063 as amended by Executive Order 12259
- Section 109 of the Act
- Labor Standards
- National Flood Insurance Program
- Relocation and Acquisition
- Immigration and Naturalization Act
- Fair Housing Act
- Employment and Contracting Opportunities:
 - Executive Order 11246 (41 CFR Chapter 60)
- Section 3 of the Housing and Urban Development Act of 1968 (12 U.S.C. 1701u)10
- Lead-Based Paint
- Use of Debarred, Suspended or Ineligible Contractors or Sub-Contractors
- Displacement
- Nondiscrimination Based on Handicap
- Section 504 of the Rehabilitation Act of 1973
- Environmental Protection Agency Regulations
 - National Environmental Policy of 1969
- Code of Federal Regulation, Title 24, Volume 1, Part 135 (Section 3)
- Equal Employment Opportunity
- Copeland "Anti-Kickback" Act (18 U.S.C. 874 and 40 U.S.C. 276c)
- Davis-Bacon Act, as amended (40 U.S.C. 276a to a-7)
- Contract Work Hours and Safety Standards Act (40 U.S.C. 327 through 333)
- Rights to Inventions Made Under a Contract or Agreement
- Clean Air Act (42 U.S.C. 7401 et seq.)
- Byrd Anti-Lobbying Amendment (31 U.S.C. 1352)
- Debarment and Suspension (E.O.s 12549 and 12689)
- Drug-Free Workplace Requirements

XV.

EXHIBIT A
LIST OF PROPERTY(s)

Grant Street Project

	Address	Street	Zip Code	RE#	Type of Unit
1	1056	Powhattan Street	32209	076396-0010	Single Family

EXHIBIT B

Insurance Requirements

SCHEDULE LIMITS

Workers Compensation Florida Statutory Coverage

- *Employer's Liability* \$100,000 Each Accident (including appropriate Federal Acts)
- \$500,000 Disease Policy Limit
- \$100,000 Each Employee/Disease

Commercial General Liability (including premises operations and blanket contractual liability)

- \$2,000,000 General Aggregate,
- \$2,000,000 Products/Comp.Ops Agg.
- \$1,000,000 Personal/Advertising Injury
- \$1,000,000 Each Occurrence
- \$ 50,000 Fire Damage
- \$ 5,000 Medical Expenses

Automobile Liability

- \$1,000,000 Combined Single Limit

Pollution Liability

- \$1,000,000 per occurrence
- \$2,000,000 aggregate

Professional Liability

- \$1,000,000

City of Jacksonville and NJCDC shall be named as an additional insured under all of the above Commercial General Liability coverage. Depending upon the nature of any aspect of this project and its accompanying exposures and liabilities, NJCDC may, at his sole option, require an additional insurance coverage in amounts responsive to those liabilities which may or may not require that NJCDC and other authorized representatives also be named as an additional insured. The successful Bidder will also have responsibility for the purchase of adequate Builder's Risk Insurance for the duration of the construction of the Project in an amount equal to the amount of the Construction Contract for the Project.

XVII. SECTION 3 and OTHER FEDERAL REQUIREMENTS

FEDERAL FUNDING: This Project will be funded partly or in total by the Federal Government. Therefore, Bidders must comply with Title VI of the Civil Rights Act of 1964 (24 CFR, Parts 1 & 2); Title VIII of the Civil Rights Act of 1968 (24 CFR, Part 115); Federal Labor Standards Provisions (HUD 4010); the Davis-Bacon Act; the Anti-Kickback Act; and the Contract Work Hours and Safety Standards Act. Bidders are advised to refer to the Federal Regulations, of these specifications for more information.

(a) *Section 3.* The purpose of Section 3 of the Housing and Urban Development Act of 1968 (12 U.S.C. 1701u) (Section 3) is to ensure that employment and other economic opportunities generated by certain HUD financial assistance shall, to the greatest extent feasible, and consistent with existing Federal, State and local laws and regulations, be directed to low- and very low-income persons, particularly those who are recipients of government assistance for housing, and to business concerns which provide economic opportunities to low- and very low-income persons.

(b) *Other HUD assistance and other Federal assistance.* Recipients, contractors and subcontractors that receive HUD assistance, not listed in paragraph (a) of this section, or other Federal assistance, are encouraged to provide, to the greatest extent feasible, training, employment, and contracting opportunities generated by the expenditure of this assistance to low- and very low-income persons, and business concerns owned by low- and very low-income persons, or which employ low- and very low-income persons.

FEDERAL REQUIREMENTS FOR PROPOSERS:

Proposers must submit the following forms with their SEALED RFP/Q: Section 3 Proposal Form, Tables A and B, Section 3 Business Application Certification Form (To Be completed by both the Contractors and Sub-contractors), Conflict of Interest, Letters of Intent, Section 3 Economic Opportunities Plan, Appendix "H", List of Subcontractors and Shop Fabricators and Training and Apprenticeship Memo, in accordance with 24 CFR, Part 135.

- Section 3 RFQ Submittal Form
- Tables A and B
- Section 3 Business Application Certification Form (To Be completed by both the Contractor and Sub-contractors)
- Conflict of Interest
- Letters of Intent
- Section 3 Economic Opportunities Plan

Failure to complete and return these required forms with the proposal will make the bid non-responsive and provide a basis for rejection.

All Bids must be made on the forms provided, properly executed, placed in an envelope and mailed or delivered in accordance with this Notice.

ONE ORIGINAL BID AND ONE COPY OF REQUIRED DOCUMENTS SHALL BE SUBMITTED.

XVIII. Definitions

Applicant – Any entity which makes an application for Section 3 covered assistance, and includes, but is not limited to, any State, unit of local government, public housing agency or other public body, public or private nonprofit organization, private agency or institution, mortgagor, developer, limited dividend sponsor, builder, property manager, community housing development organization, resident management corporation, resident council, or cooperative association.

Assistant – The Assistant Secretary for Fair Housing and Equal Opportunity.

Business Concern – a business entity formed in accordance with State law, and which is licensed under State, county or municipal law to engage in the type of business activity for which it was formed.

Contractors - any entity which contracts to perform work generated the expenditure of Section 3 covered assistance, or for work in connection with a Section 3 covered project.

Duration of the Project – Duration is described as the project commencing within (3-10) days of the project contract signing, to the date of the final inspection and approval by the City of Jacksonville, Neighborhoods Department, Housing and Community Development Division (HCDD) Inspector.

Employment Opportunities Generated by Section 3 Covered Assistance – all employment opportunities generated by the expenditure of Section 3 covered public assistance (i.e. operating assistance, development assistance and modernization assistance, as described in Section 135.3 (a) (1). With respect to Section 3 covered housing and community development assistance, this term means all employment opportunities arising in connection with Section 3 covered projects (as described in Section 135.3 (a) (2), including management and administrative jobs. Management and administrative jobs include architectural, engineering or related professional services required to prepare plans, drawings, specifications, or work write-ups; and jobs directly related to administrative support of these activities, (e.g. construction manager, relocation specialist, payroll clerk, etc.)

Housing Authority (HA) – Public Housing Agency.

Housing Development– low-income housing owned, developed, or operated by public housing agencies in accordance with HUD's public housing program regulations codified in 24 CFR Chapter IX.

HUD Youth Build Programs – programs that receive assistance under subtitle D of Title IV of the National Affordable Housing Act, as amended by the Housing and Community Development Act of 1992 (42 U.S.C. 12899), and provide disadvantaged youth with opportunities for employment, education, leadership development, and training in the construction or rehabilitation of housing for homeless individuals and members of low- and very low-income families.

JTPA – The Job Training Partnership Act (29 U.S.C. 1579 (a)).

Low-income person– families (including single persons) whose incomes do not exceed 80 percent of the median income for the area, as determined by the Secretary of the U.S. Housing and Urban Development, with adjustments for smaller and larger families. However, the Secretary may establish income ceilings higher or lower than 80 percent 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.

Metropolitan Area– a metropolitan statistical area (MSA), as established by the Office of Management and Budget.

New Hires – General Contractor(s) identifying Section 3 residents for full-time, permanent, temporary or seasonal employment opportunities are required for the **duration** of the project. (Duration of the project is described as the project commencing within (3-10) days of the project contract signing to the date of the

final inspection and approval by the City of Jacksonville, Neighborhoods Department, Housing and Community Development Division (HCDD) Inspector).

Recipient – any entity which receives Section 3 covered assistance, directly from HUD or from another recipient and includes, but is not limited to, any State unit of local government, PHA, or other public body, public or private nonprofit organization, private agency or institution, mortgagor, developer, limited dividend sponsor, builder, property manager, community housing development organization, resident management corporation, resident council, or cooperative association. Recipient also includes any successor, assignee or transferee of any such entity, but does not include any ultimate beneficiary under the HUD program to which Section 3 applies and does not include contractors.

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

Section 3 Business Concern – a business concern, defined as follows:

- 1) That is 51 percent or more owned by Section 3 resident: or
- 2) Whose permanent, full-time employees include persons, at least 30 percent of whom are currently Section 3 residents, or within three years of the date of first employment with the business concern were Section 3 residents; or
- 3) That provides evidence of a commitment to subcontract in excess of 25 percent of the dollar award of all subcontractors to be awarded to business concerns that meet the qualifications set forth in paragraphs 1 or 2 above.

Section 3 Covered Assistance –

- 1) Public housing development assistance provided pursuant to Section 5 of the 1937 Act;
- 2) Public housing operating assistance provided pursuant to Section 9 of the 1937 Act;
- 3) Public housing modernization assistance provided pursuant to Section 14 of the 1937 Act;
- 4) Assistance provided under any HUD housing or community development program that is expended for work arising in connection with housing rehabilitation, construction, or other public construction project (which includes other buildings or improvements, regardless of ownership).

Section 3 Clause – the contract provisions set forth in Section 135.38.

Section 3 RFP/Q – a proposal awarded by a recipient or contractor for work generated by the expenditure of Section 3 covered assistance, or for work arising in connection with a Section 3 covered project.

Section 3 Covered Project - applies only to projects in which HUD funding (i.e., CDBG, HOME, NSP, etc.) is involved.

Section 3 Resident – a public housing resident or an individual who resides in the metropolitan area or non-metropolitan county in which the Section 3 covered assistance is expended and who is considered to be a low-to very low-income person.

Subcontractor – any entity (other than a person who is an employee of the design firm) which has a contract with a design firm to undertake a portion of the firm's obligation for the performance of work generated by the expenditure of Section 3 covered assistance, or arising in connection with a Section 3 covered project.

Very low-income person – families (including single persons) whose income do not exceed 50 percent of the median family income for the area, as determined by the Secretary of HUD with adjustments for smaller and larger families, except that the Secretary may establish income ceilings higher or lower than 50 percent of 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.

XIX. SECTION 3 CLAUSE

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

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

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

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

D. The firm 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 finding that the subcontractor is in violation of the regulations in 24 CFR part 135. The firm will not subcontract with any subcontractor where the firm has notice of knowledge that the subcontractor has been found in violation of the regulations in 24 CFR part 135.

E. The firm will certify that any vacant employment positions, including training positions, that are filled (1) after the firm 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 firm's obligations under 24 CFR part 135.

F. Noncompliance with HUD's regulations in 24 CFR part 135 may result in sanctions, termination of this contract for default, and debarment or suspension from future HUD assisted contracts.

G. With respect to work performed in connection with section 3 covered Indian Housing assistance, section 7(b) of the Indian Self-Determination and Education Assistance Act (25 U.S.C. 450e) also applies to the work to be performed under this contract. Section 7(b) requires that to the greatest extent feasible (1) 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).

Appendix to Part 135

I. Examples of Efforts to Offer Training and Employment Opportunities to Section 3 Residents

- (1) Entering into “first source” hiring agreements with organizations representing Section 3 residents.
- (2) Sponsoring a HUD-certified “Step-Up” employment and training program for Section 3 residents.
- (3) Establishing training programs, which are consistent with the requirements of the Department of Labor, for public and Indian housing residents and other Section 3 residents in the building trade.
- (4) Advertising the training and employment positions by distributing flyers (which identify positions to be filled, the qualifications required, and where to obtain additional information about the application process) to every occupied dwelling unit in the housing development or developments where category 1 or category 2 persons (as these terms are defined in Sec. 135.34) reside.
- (5) Advertising the training and employment positions by posting flyers (which identify positions to be filled, the qualifications required, and where to obtain additional information about the application process) in the common areas or other prominent area of the housing development or developments, For HA’s post such advertising in the housing development or developments where category 1 or category 2 persons reside; for all other recipients, post such advertising in the housing development or developments and transitional housing in the neighborhood or service area of the Section 3 covered Project(s).
- (6) Contacting resident councils, resident management corporations or other resident organizations, where they exist, in the housing development or developments where category 1 or category 2 persons reside, and community organizations in HUD-assisted neighborhoods, to request the assistance of these organizations in notifying residents of the training and employment positions to be filled.
- (7) Sponsoring (scheduling, advertising, financing or providing in-kind services) a job information meeting to be conducted by an HA or contractor representative or representatives at a location in the housing development or developments where category 1 or category 2 persons reside or in the neighborhood or service area of the Section 3 covered Project(s).
- (8) Arranging assistance in conducting job interviews and completing job applications for residents of housing development or developments where category 1 or category 2 persons reside and in the neighborhood or service area in which any Section 3 Project(s) is (are) located.
- (9) Arranging for a location in the housing development or developments where category 1 persons reside, or the neighborhood or service area of the Project(s), where job applications may be delivered to and collected by a recipient or contractor representative or representatives.
- (10) Conducting job interviews at the housing development or developments where category 1 or category 2 persons reside, or at a location within the neighborhood o service area of the Section 3 covered Project(s).
- (11) Contacting agencies administering HUD Youth Build Programs, and requesting their assistance in recruiting HUD Youth-build program participants for the HA’s or contractor’s training and employment positions.
- (12) Consulting with State and local agencies administering training programs funded through JTPA or JOBS, probation and parole agencies, unemployment compensation programs, community organizations and other officials or organizations to assist with recruiting Section 3 residents for the HA’s or contractor’s training and employment positions.
- (13) Advertising the jobs to be filled though local media, such as community television networks, newspapers of general circulation, and radio advertising.
- (14) Employing a job coordinator, or contracting with a business concern that is licensed in the field of job placement (preferably one of the Section 3 business concerns identified in part 135), that will

undertake, on behalf of the HA, other recipient or contractor, the efforts to match eligible and qualified Section 3 residents with the training and employment positions that the HA or contractor intends to fill.

- (15) For an HA, employing Section 3 residents directly on either a permanent or a temporary basis to perform work generated by Section 3 assistance. (This type of employment is referred to as “force account labor” in HUD’s Indian housing regulations. See 24 CFR 905.102, and Sec. 905.201(a)(6).)
- (16) Where there are more qualified Section 3 residents than there are positions to be filled, maintaining a file of eligible qualified Section 3 residents for future employment positions.
- (17) Undertaking job counseling, education and related programs in association with local educational institutions.
- (18) Undertaking such continued job training efforts as may be necessary to ensure the continued employment of Section 3 residents previously hired for employment opportunities.
- (19) After selection of proposers but prior to execution of contracts, incorporating into the contract a negotiated provision for a specific number of public housing or other Section 3 residents to be trained or employed on the Section 3 covered assistance.
- (20) Coordinating plans and implementation of economic development (e.g., job training and preparation, business development assistance for residents) with the planning for housing and community development.

II. Examples of Efforts to Award Contracts to Section 3 Business Concerns

- (1) Utilizing procurement procedures for Section 3 business concerns similar to those provided in 24 CFR part 905 for business concerns owned by Native Americans (see Section III of this Appendix).
- (2) In determining the responsibility of potential contractors, consider their record of Section 3 compliance as evidenced by past action and their current plans for the pending contract.
- (3) Contacting business assistance agencies, minority contractors associations and community organizations to inform them of contracting opportunities and requesting their assistance in identifying Section 3 businesses which may solicit bids or proposals for contracts for work in connection with Section 3 covered assistance.
- (4) Advertising contracting opportunities by posting notices, which provide general information about the work to be contracted and where to obtain additional information, in the common areas or other prominent areas of the housing development or developments owned and managed by the HA.
- (5) For HA’s, contacting resident councils, resident management corporations, or other resident organizations, where they exist, and requesting their assistance in identifying category 1 and category 2 business concerns.
- (6) Providing written notice to all known Section 3 business concerns of the contracting opportunities. This notice should be in sufficient time to allow the Section 3 business concerns to respond to the bid invitations or request for proposals.
- (7) Following up with Section 3 business concerns that have expressed interest in the contracting opportunities by contacting them to provide additional information on the contracting opportunities.
- (8) Coordinating pre-bid meetings at which Section 3 business concerns could be informed of upcoming contracting and subcontracting opportunities.
- (9) Carrying out workshops on contracting procedures and specific contract opportunities in a timely manner so that Section 3 business concerns can take advantage of upcoming contracting opportunities, with such information being made available in languages other than English where appropriate.
- (10) Advising Section 3 business concerns as to where they may seek assistance to overcome limitations such as inability to obtain bonding, lines of credit, financing, or insurance.
- (11) Arranging solicitations, times for the presentation of bids, quantities, specifications, and delivery schedules in ways to facilitate the participation of Section 3 business concerns.

- (12) Where appropriate, breaking out contract work items into economically feasible units to facilitate participation by Section 3 business concerns.
- (13) Contacting agencies administering HUD Youth Build Programs, and notifying these agencies of the contracting opportunities.
- (14) Advertising the contracting opportunities through trade association papers and newsletters, and through the local media, such as community television networks, newspapers of general circulation, and radio advertising.
- (15) Developing a list of eligible Section 3 business concerns.
- (16) For HA's, participating in the "Contracting with Resident-Owned Businesses" program provided under 23 CFR part 963.
- (17) Establishing or sponsoring programs designed to assist resident of public or Indian housing in the creation and development of resident-owned businesses.
- (18) Establishing numerical goals (number of awards and dollar amount of contracts) for award of contracts to Section 3 business concerns.
- (19) Supporting businesses which provide economic opportunities to low income persons by linking them to the support services available through the Small Business Administration (SBA), the Department of Commerce and comparable agencies at the State and local levels.
- (20) Encouraging financial institutions, in carrying out their responsibilities under the Community Reinvestment Act, to provide no or low interest loans for providing working capital and other financial business needs.
- (21) Actively supporting joint ventures with Section 3 business concerns.

- (22) Actively supporting the development or maintenance of business incubators which assist Section 3 business concerns.

Attachment 1

Section 3 – RFP/Q

Submittal Form

SECTION 3 - RFP/Q SUBMITTAL

RFP/Q NUMBER: _____

RFP/Q DATE: _____

TO: City of Jacksonville, Housing and Community Development Division

FROM: _____

In accordance with the advertisement inviting Proposals for the Project(s) _____, subject to the specifications, standard specifications and details, and Addenda thereto, if any, all of which are made a part of this Proposal, the undersigned proposes to construct the specified schedule resulting in a total Bid as follows:

TOTAL BASE BID:

\$ _____ (Numerals)

\$ _____ (Written)

A. PROPOSED SCHEDULE

All entries in the entire Proposal must be made clearly in ink. Proposals in which the prices are obviously unbalanced will be rejected.

Preference in the award of Section 3 covered contracts are awarded under a sealed bid (RFP/Q) process. Bids will be solicited from both Section 3 and non-Section 3 businesses. Bids will be opened by the City of Jacksonville, Housing and Community Development Division and recorded. All bids will be evaluated by priority ranking according to the Evaluation of Section 3 Proposals by Priority Ranking.

The award will be made as outlined in the proposal.

In the event of mathematical errors in the extension of prices or in the addition total for any base bid, unit prices will prevail. The corrected base bid will be used to determine the low qualified Bidder. The award of this contract will establish the Contractor and the unit prices which are to be used for the life of the contract.

The award will not be made until all necessary investigations have been made as to whether the low bidder is qualified to do the work and has the necessary organization, capitol and equipment to carry out the provisions of the contract.

The undersigned Proposer certifies that no officer or agent of the City of Jacksonville will directly or indirectly benefit from this RFP/Q.

The undersigned Proposer states that this Proposal is made in conformity with the Contract Documents, and agrees that in case of any discrepancies or differences between its Proposal and the Contract Documents, the provisions of the latter shall prevail.

The undersigned Proposer certifies that it has carefully examined the foregoing Proposal after the same was completed and has verified every item placed thereon; and agrees to indemnify, defend and save harmless the

City of Jacksonville against any cost, damage or expense which may be incurred or caused by any error in the Proposer's preparation of same.

The undersigned Proposer agrees to keep its proposal in effect for 120 calendar days after the RFP/Q opening date to allow the City of Jacksonville, time to award, should it be awarded, and time to prepare and execute the contract. This time period begins at the time RFP/Q is closed and ends upon the issuance of Notice to Proceed (NTP) by the City of Jacksonville and. The proposer's prices shall remain in effect throughout the life of the Contract. Failure of HCDD, to issue a NTP within the specified time period shall allow Proposer to withdraw its proposal and terminate its contract without penalty or forfeiture of Bid Bond (if applicable). Failure of HCDD, to issue NTP within the specified time period shall not entitle Proposer to an adjustment of its proposal prices, unless mutually agreeable by the Contractor and HCDD.

PRESIDENT

NAME OF PROPOSER

SECRETARY

SIGNATURE AND TITLE

TREASURER

BUSINESS PHONE/EMERGENCY PHONE

BUSINESS ADDRESS

CITY, STATE & ZIP

Attachment 2

Section 3

Business Application

**SECTION 3 BUSINESS APPLICATIONS
 CERTIFICATION OF BUSINESS CONCERNS SEEKING
 SECTION 3 PREFERENCE IN CONTRACTING**

NAME OF BUSINESS: _____

ADDRESS OF BUSINESS: _____

CONTACT PERSONS TITLE: _____

TELEPHONE #: (____) _____

CELL PHONE #: (____) _____

APPLICANT MUST PROVIDE EVIDENCE OF SECTION 3 STATUS WITH BID SUBMITTAL:

Type of Business Entity: Corporation Partnership Sole Proprietorship Joint Venture

The Proposer certifies that it is a Section 3 Business Concern based on:

1. Business is owned, at least 51% by Section 3 Residents
 - o Provide business license number _____
 - o Provide Letter of Section 3 Certification

2. Whose permanent, full-time employees include persons, at least 30% of whom are currently Section 3 residents, or within three years of the date of first employment with the business concern were Section 3 residents
 - o Provide copy of resident lease, evidence of participation in a public assistance or other evidence along with signed Section 3 Resident Preference Claim Form Certification.
 - o Provide List of Full-time Employees (Business Employee List)
 - o Provide Section 3 Resident Preference Claim Form with income verification

2. Evidence of a commitment to subcontract in excess of 25% of the dollar award of all subcontracts to be awarded to business concerns that meet the qualifications set forth in requirements listed in (1) or (2) in this definition of "Section 3 business concern."
 - o Provide signed Section 3 Economic Opportunities Plan (Sample Provided)
 - o Section 3 Certification Letters of Intent from subcontractors.

Contractors currently certified as Section 3 Business Concerns and or JSEB certified please provide a current copy of your certification.

Evidence of ability to perform successfully under the terms and conditions of the contract:

Bonding Capability \$ _____ Insurance Coverage \$ _____

Owner Signature	Date	Witness Signature	Date
-----------------	------	-------------------	------

Print Name_____	Print Name_____
-----------------	-----------------

Attachment 3

Business Employee List

BUSINESS EMPLOYEE LIST

COMPANY NAME: _____

ADDRESS: _____

TELEPHONE #: _____ FAX #: _____

- * List all full-time employees of the company.
- * Proof of program participation is required for all participants of Duval County Public Housing (PH) Section 8 (Sec. 8) or other Federal Assistance (FA) Programs.

Employee Name	Address	Date of Hire	FT or PT	Trade	Sec. 3 (yes/no)	PH, S-8, Or FA

Legend:

FT = Full Time **PT** = Part Time **Sec. 3** = Section 3 Resident **S-8** = Section 8 Resident
PH = Public Housing Resident **FA** = Federal Assistance Program Participant

TOTAL NUMBER OF EMPLOYEES: _____

SIGNATURE: _____ DATE: _____

TITLE: _____

Attach additional sheets where needed.

Attachment 4

Section 3

Resident Preference Claim Form

SECTION 3 RESIDENT PREFERENCE CLAIM FORM

Eligibility for Preference

A Section 3 Resident seeking the preference in training and employment provided by this part shall certify, or submit evidence to the recipient, firm, or subcontractor, if requested, that the person is a Section 3 Resident, as defined in Section 135.5.

I _____, am a legal resident of Duval County and qualify as a Section 3 Resident because I am a public housing resident OR I meet the income guidelines as published at the bottom of this form. I have attached the following documentation as evidence of my status. (Check One):

- Driver's License or State ID with current address Proof of public housing residency
 Copy of Evidence of participation in a public assistance program Other Evidence

Name: _____ Telephone: _____

Address: _____

Company Name: _____

Project(s) Name(s) or address(s): _____

**FY 2015
FAMILY INCOME GUIDELINES
\$63,300 MEDIAN FAMILY INCOMES**

Family Size	Extremely Low Income (30%)	Very Low Income (50%)	Moderate Income (80%)
1	\$13,300	\$22,200	\$35,500
2	\$15,930	\$25,350	\$40,050
3	\$20,090	\$28,500	\$45,600
4	\$24,250	\$31,650	\$50,650
5	\$28,410	\$34,200	\$54,750
6	\$32,570	\$36,750	\$58,800
7	\$36,730	\$39,250	\$62,850
8	\$40,890	\$41,800	\$66,900

Signature

Date

Print Name

Attachment 5

Section 3

Economic Opportunities Plan

May 13, 2013

City of Jacksonville
Housing and Community Development Division
Neighborhoods Department
214 North Hogan Street, 8th Floor
Jacksonville, Florida 32202

City of Jacksonville:

Please accept "[Click & Insert Company Name]" , **Section 3 Economic Opportunities Plan** for the project known as, "[Insert Project Name and address]" "[Click & Insert Company Name]" agrees to utilize, and to implement the following specific steps directed at increasing the utilization of lower income residents and businesses within the Section 3 covered project area(s) for this project as specified in these bid documents.

"[Click & Insert Company Name]" , will demonstrate according to Title 24, part 135 compliance with the "greatest extent feasible" requirement of section 3 by meeting the numerical goals set forth in this section for providing training, employment, and contracting opportunities to section 3 residents and section 3 business concerns. "[Click & Insert Company Name]" , will make every effort to meet the numeric goals as set forth in these bid documents; 30- percent hiring goals of section 3 residents, 25-Percent of the dollar award to qualified Section 3 Business Concerns and or a combination of a and b.

EFFORTS TO MEET SECTION 3 REQUIREMENTS:	CONTRACTOR PROJECT INFORMATION:
Identify Contractor designation as a Certified Resident Owner, Resident Employer or Resident Prime.	
Identify Number of Positions Required for the Project(s).	
Identify Number of Section 3 Resident hire(s) in the Service Area or Neighborhood Vicinity. (Hires identified within a five-mile radius of the project.	
Identify Number of Section 3 Resident hire(s) outside of the project vicinity.	
Identify number of hire(s) for Homeless persons in the service area	
Identify Number of Section 3 businesses identified in Table A as subcontractors providing jobs and training for local residents.	
Identify number of Section 3 hire(s) from identified partnering agencies or other approved apprenticeship or training programs. Ready 4Work; CRC Institute, Clara White Mission, FSCJ or YouthBuild.	
Identify Jacksonville Small and Emerging Business(s) (JSEB) Program - providing hiring opportunities for residents in the project service area.	
Identify Efforts and number of Training Opportunities provided for Section 3 Residents.	

Priority consideration shall be given, where feasible, to:

(i) Section 3 residents residing in the service area or neighborhood in which the section 3 covered project is located (collectively, referred to as category 1 residents); and (ii) Participants in HUD Youthbuild programs (category 2 residents).(iii) Where the section 3 project is assisted under the Stewart B. McKinney Homeless Assistance Act (42 U.S.C. 11301 *et seq.*), homeless persons residing in the service area or neighborhood in which the section 3 covered project is located shall be given the highest priority; (iv) other section 3 residents.

Contractor will recruit from within City of Jacksonville Metropolitan Statistical Area, (Duval County), lower income residents and Section 3 Business Concerns through: Local advertising media, job fairs, signs placed at the proposed site for the project, and community organizations and public or private institutions operating within or serving the project area. Contractor will make use of available databases and resources such as the City of Jacksonville and Partnering Agencies, (WorkSource, YouthBuild, EmployFlorida, Florida State City of Jacksonville, Operation New Hope, Community Rehabilitation Center, Clara White Mission and Urban League.

The contractor agrees to include the 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 the 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. Contractor to include in this document as referenced in Appendix, Title 24 Part 135 I. Examples of Efforts To Offer Training and Employment Opportunities to Section 3 Residents and II. Examples of Efforts to Award Contracts to Section 3 Business Concerns.

The City of Jacksonville will have access to all records, reports, and other documents or items of the contractor and subcontractor that are maintained to demonstrate compliance with the requirements of this project, or that are maintained in accordance with the regulations governing the specific HUD program under which section 3 covered assistance is provided or otherwise made available to the contractor or subcontractor.

COMPANY NAME

PROJECT NAME

PROJECT NUMBER

SIGNATURE OF PERSON COMPLETING FORM

PRINT NAME

DATE

Attachment 6

Table A:

List of all Subcontractor and
Shop Fabricators

TABLE A
LIST OF ALL SUBCONTRACTORS AND SHOP FABRICATORS

General Contractor

Date: _____

Name: _____ Project(s): _____ Section 3 Business Concern: ___ Yes ___ No
 Address: _____ Amount of Prime Contract \$ _____ Minority Owned: ___ Yes ___ No
 Tax ID# _____ Amount of Section 3 Contract(s)\$ _____ Woman Owned: ___ Yes ___ No

Complete the following schedule of subcontractors by providing the name, ethnic, code/WBE, tax ID#, address and phone number of subcontractors you intend to utilize to perform the scopes of work listed below. **General contractors must obtain a Letter of Certification from all identified Section 3 subcontractors and must provide a Letter of Intent for all subcontractors listed.** Attach additional sheets if necessary.

	Type of Company	Subcontractor	Ethnic Code*	Woman Owned Yes/No	Tax ID #	Address/City/State/Zip	Section3 Yes/No	Contact Amount
1.								
2.								
3.								
4.								
5.								
6.								
7.								
8.								
9.								
10.								
11.								

Ethnic Code 1= White 2= Black American 3= Native American 4= Hispanic America 5= Asian American 6= Hasidic Jew

Attachment 7

Table B:

Estimated Project(s) Work Force
Utilization Breakdown

TABLE B
ESTIMATED PROJECT(S) WORK FORCE UTILIZATION
BREAKDOWN

Job Category	Total Estimated Positions Needed for Project(s)	No. Positions Occupied by Permanent Employees	Number of Positions Not Occupied	Number of Positions to be Filled with Section 3 Resident
Officer/Supervisors				
Professionals				
Engineering Services				
Consultants Services				
Office/Clerical				
Architectural Services				
Other				
Construction Management Services				
Program Management Services				
Apprentices				
Trainees				
Others				

Company Name: _____

Project(s) name or address: _____

Project(s) Number: _____

Signature of Person Completing Form: _____

Print Name: _____

Date: _____

Section 3 Resident Individual residing within the Section 3 area whose family income does not exceed 80% of the median income in the Metropolitan Statistical Area (MSA) or in the county if not within a MSA in which the Section 3 covered Project(s) is (are) located.

Attachment 8

Section 3

Contractor's Monthly Report

**NEIGHBORHOODS DEPARTMENT-HOUSING AND COMMUNITY DEVELOPMENT DIVISION
SECTION 3 CONTRACTOR'S MONTHLY REPORT**

Section 3 Contractor's Monthly Reporting is required and must be completed and submitted with all monthly pay requests and final payments.

Prime Contractor Name: _____ Request # _____

Project Name: _____ Report Period: _____

Total Prime Contract: _____ Date Submitted: _____

Total All Subcontracts: _____ Total Section 3 Subcontracts: _____

Section 3 Percentage (%) Goals Accomplished – Total Section 3 Contracts/Total Prime Contract _____

SECTION 3 EMPLOYMENT AND HIRING MONITORING: Please identify all subcontractors for this project below for purposes of monitoring Section 3 Business Concerns and Businesses who have proposed employment or training of Section 3 residents.							
Subcontractor/Contractor Company Name	Section 3/ Yes or No	Trade	Subcontractor/Contract or Amount	Amount Requested	Balance Remaining	Total New Hires	Total Section 3 New Hires
General Contractor Name	Y or N	GC					
Subcontractor Name	Y or N	Hauler					
Extended Totals							
*Please attach an additional sheet if required.							

Attachment 9

Letter of Intent

LETTER OF INTENT

TO PERFORM AS A SUBCONTRACTOR OR SUPPLIER

(Name of Minority Subcontractor or a Supplier)

NAME OF PROJECT(S) OR ADDRESS: _____ BID NO.: _____

MINORITY GROUP STATUS:

- African-American Hispanic, Asian or Native American
 Woman Business Owner JSEB Section 3

I, the undersigned, understand that the price below is representative of my intent to perform the scope of work stated below. I further understand that this price is subject to increase or decrease due to the City of Jacksonville Construction requirements. All work must meet the Architect's Specifications.

Scope of Work*

Total Contract Price \$ _____

Signature: _____

Date: _____

Title: _____

Scope of Work and Price are covered under Base Bid only. Where alternate bid items are involved an attachment will be necessary.

Total price must be filled in on this form in order for participation to be considered valid. This form must be used for the Letter of Intent.

Attachment 10

Conflict of Interest Disclosure Form

CONFLICT OF INTEREST CERTIFICATE

Bidder must execute either Section I or Section II hereunder relative to Florida Statute 112.313(12). Failure to execute either Section may result in rejection of this bid proposal.

SECTION I

I hereby certify that no official or employee of the City or independent agency, requiring the goods or services described in these specifications has a material financial interest in t his company.

SIGNATURE

COMPANY NAME

NAME OF OFFICIAL (Type or Print)

BUSINESS ADDRESS

CITY, STATE, ZIP CODE

SECTION II

I hereby certify that the following named City official(s) and employee(s) having material financial interest(s) in excess of 5% in this company have filed Conflict of Interest Statements with the Supervisor of Elections, 105 East Monroe Street, Jacksonville, Duval County, Florida prior to bid opening.

Name	Title or Position	Date of Filing

SIGNATURE

COMPANY NAME

NAME OF OFFICIAL (Type or Print)

BUSINESS ADDRESS

CITY, STATE, ZIP CODE

PUBLIC OFFICIAL DISCLOSURE

The Owner requires that a public official who has a financial interest in a bid or contract make a disclosure at the time that the bid or contract is submitted or at the time that the public official acquires a financial interest in the bid or contract. Please provide disclosure, if applicable, with bid.

Public Official: _____

Position Held: _____

Position or Relationship with Bidder: _____

Attachment 11

Federal Contract Provisions

FEDERAL CONTRACT PROVISIONS

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Civil Rights Act of 1964 – Title VI Non Discrimination in Federally Assisted Programs (all contracts)	PG 12
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Bonding and Insurance OMB circular A-102 , attachment B	PG 14
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Section 306, Clean Air Act; Section 508, Clean Water Act; Executive Order 11738; And Environmental Protection Agency regulations (by reference of contracts exceeding \$100,000)	PG 15
Architectural Barriers Act of 1968 (all contracts for the construction of buildings or facilities)	PG 15
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Flood Disaster protection act of 1973 Requirement to purchase Flood Insurance	PG 16
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Wage Decision (construction contracts/subcontracts exceeding \$2,000)	PGS 17-20

EQUAL EMPLOYMENT OPPORTUNITY
EXECUTIVE ORDER 11246. SECTION 202

- A. Contractor will adhere to Executive Order 11246. During the performance of this contract, the Contractor agrees as follows:
- (1) The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, or national origin. Such action will include, but not be limited to, the following: employment, upgrading, demotion, or transfer; recruitment, or recruitment advertising; layoff or termination, rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.
 - (2) The contractor will in all solicitations or advertisements for employees placed by or on behalf of the contractor; state that all qualified applicants will receive consideration without regard to race, color, religion, sex, or national origin.
 - (3) The contractor will send to each labor union or representative or workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided by the Contract Compliance Officer advising the labor union or said workers representatives of the contractor's commitment under this section, and will post copies of the notice in conspicuous places available to employees and applicants for employment.
 - (4) The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant order of the Secretary of Labor.
 - (5) The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the Department and the Secretary of labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
 - (6) In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the 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 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

- (7) The contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (7) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to Section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontractor or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance: Provided, however, that in the event a contractor becomes involved in, or is threatened with litigation with a subcontractor or vendor as a result of such direction by the administering agency the contractor may request the United State to enter into such litigation to protect the interests of the United States.

The applicant further agrees that it will be bound by the above equal opportunity clause with respect to its own employment practices when it participates in federally assisted construction work: Provided, that is, the applicant so participating is a state or local government, the above equal opportunity clause is not applicable to any agency, instrumentality or subdivision of such government which does not participate in work on or under the contract.

The applicant agrees that it will assist and cooperate actively with the administering agency and the Secretary of Labor in obtaining the compliance of contractors and subcontractors with the equal opportunity clause and the rules, regulations and relevant orders of the Secretary of labor, that it will furnish the administering agency and the Secretary of Labor such information as they may require for the supervision of such compliance, and that it will otherwise assist such compliance, and that it will also assist the administering agency in the discharge of the agency's primary responsibility for securing compliance. The applicant further agrees that it will refrain from entering into any contract or contract modification subject to Executive Order 11246 of September 24, 1965, with a contractor debarred from or who has not demonstrated eligibility for, Government contracts and federally assisted construction contracts pursuant to the Executive order and will carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed upon contractors and subcontractors by the administering agency of the Secretary of Labor pursuant to Part II, Subpart D of the Executive order. In addition, the applicant agrees that if it fails or refuses to comply with these undertakings, the administering agency may take any or all of the following actions: Cancel, terminate, or suspend in whole or in part this grant (contract, loan, insurance, guarantee); refrain from extending any further assistance to the applicant under the program with respect to which the failure or refund occurred until satisfactory assurance of future compliance has been received from such applicant; and refer the case to the Department of Justice for appropriate legal proceedings.

NOTICE OF REQUIREMENT FOR AFFIRMATIVE ACTION TO ENSURE EQUAL EMPLOYMENT OPPORTUNITY. EXECUTIVE ORDER 11246

- A. The offertory's or Bidder's attention is called to the "Equal Opportunity Clause" and the "standard Federal Equal Employment. Opportunity Construction Contract Specification 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:

Goals for Minority Participation	Goals for Female Participation
21.8%	6.9%

These goals are applicable to all the contractor's construction work (whether or not it is Federal or Federally assisted) performed in the covered area. If the contractor performs construction work in the geographic area located outside of the covered area, it will apply to the goals established from 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 the Executive Order and the regulation in 41 CFR Part 60-4 will be based on its implementation of the Equal Opportunity Clause, specific affirmative action obligations required by the specifications set forth in 41 CFR 60-4.3(a), and its efforts to meet the goals established for the geographical area where the contract resulting from this solicitation is to be performed. The hours of minority and female employment and training must be substantially uniform throughout the length of the contract, and in each trade, and the contractor will make a good faith effort to employ minorities and women evenly on each of its project. 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 will 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 will 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 of construction work under the contract resulting from this solicitation. The notification will 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 this solicitation, the "covered area" is the City of Jacksonville, Duval County, Florida.

STANDARD FEDERAL EQUAL EMPLOYMENT OPPORTUNITY

CONSTRUCTION CONTRACT SPECIFICATION

EXECUTIVE ORDER 11246

- A. As used in the specifications:
 - (1) "Covered area" means the geographical area described in the solicitation from which this contract resulted;
 - (2) Director" means Director, Office of Federal Contract Compliance Programs, United States Department of Labor, or any person to whom the Director delegates authority;
 - (3) "Employer identification number" means the Federal Social Security number used on the Employer's Quarterly Federal Tax Return, U. S. Treasury Department Form 941.
 - (4) "Minority" includes:
 - (a) Black (all persons having origins in any of the Black African racial groups not of Hispanic origin);
 - (b) Hispanic (all persons of Mexican, Puerto Rican, Cuban, Central or South American or other Spanish culture or origin, regardless of race);
 - (c) 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 Islands) and;
 - (d) American Indian or Alaskan Native (all persons having origins in any of the original peoples of North America and maintaining identifiable tribal affiliation through membership and participation or community identification)
- B. 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.

- C. 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 make good faith efforts to achieve the plan goals and timetable.
- D. The contractor will implement the specific affirmative action standards provided in paragraphs G (1) through (16) 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. Cover construction contractors performing contracts in geographical areas where they do not have a Federal or Federally assisted construction contract will 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 Program 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.
- E. 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 of Executive Order 11246, or the regulations promulgated pursuant thereto.
- F. 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.
- G. The contractor will take specific affirmative action to ensure equal employment opportunity. The evaluation of the contractor's compliance with these specifications will be based upon its effort to achieve maximum results from its actions. The contractor will document these efforts fully, and will implement affirmative action steps at least as extensive as the following:
 - (1) 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 will 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.
 - (2) 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.

- (3) Maintain a current file of the names, address, and telephone numbers of each minority and female off-street-street applicant and minority or female referral from a union, a recruitment source, or community organization and of the action that was taken with respect to each such individual. If such individual was sent to the union hiring hall for referral and was not referred back to the contractor by the union or, if referred, not employed by the contractor, this shall be documented in the file with the reason therefore, along with whatever additional actions the contractor may have taken.
- (4) 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, or when The contractor has other information that the union referral process has impeded the contractor's efforts to meet its obligations.
- (5) Develop on-the-job training opportunities and/or participate in training programs for the area which expressly include minorities and women, including upgrading programs and apprenticeship and trainee programs relevant to the contractor's employment needs, especially those programs funded or approved by the Department of Labor. The contractor shall provide notice of these programs to the sources complied under 7b above.
- (6) 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 obligation; by including it in a 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.
- (7) Review, at least annually, the company's EEO policy and affirmative action obligations under these specifications with all employees that have any responsibility for hiring, assignment, layoff, termination, or other employment decisions including specific review of these items with onsite supervisory personnel such as Superintendents, General Foremen, etc., prior to the initiation of construction work at any job site. A written record will be made and maintained identifying the time and place of these meetings, persons attending, subject matter discussed, and disposition of the subject matter.
- (8) 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.
- (9) Direct its recruitment efforts, both oral and written, to minority, female and community organizations, to schools with minority and female students and to minority and female recruitment and training organizations serving the contractor's recruitment 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 will send written notification to organizations such as the above, describing the openings, screening procedures, and written test to be used in the selection process.
- (10) 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.

- (11) Validate all tests and other selection requirements where there is an obligation to do so under 41 CFR Part 60-3.
 - (12) 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.
 - (13) 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.
 - (14) Ensure that all facilities and company activities are nonsegregated; except that separate or single-user toilet and necessary changing facilities will be provided to assure privacy between the sexes.
 - (15) 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.
 - (16) Conduct a review, at least annually, of all supervisors' adherence to the performance under job contractor's EEO policies and affirmative action obligation.
- H. Contractors are encouraged to participate in voluntary associations which assist in fulfilling one or more of their affirmative action obligations (7a 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 7a 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 will not be a defense for the contractor's noncompliance.
- I. A single goal for minorities and a 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).
- J. The contractor will not use the goals and timetable or affirmative action standards to discriminate against any person because of race, color, religion, sex, or national origin.
- K. The contractor will not enter into any subcontract with any person or firm debarred from Government contracts pursuant to Executive Order. 11246.
- L. The contractor will carry out such sanctions and penalties for violation of these specifications and of the Equal Opportunity Clause, including suspension, termination and cancellation of existing subcontracts as may be imposed or ordered pursuant to Executive Order 11246, as amended, and its implementing regulations, by the Officer of Federal Contract Compliance Programs. A contractor who

fails to carry out such sanctions and penalties will be in violation of these specifications and Executive Order 11246, as amended.

- M. The contractor, in fulfilling its obligations under these specifications, will implement specific affirmative action steps, at least as extensive as those standards prescribed in paragraph 7 of these specifications, so as to achieve maximum results from its efforts, 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 will proceed in accordance with 41 CFR 60-4.8.
- N. The contractor will 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 provision 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 where 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 location at which the work was performed. Records will be maintained in an easily understandable and retrievable form; however, to the degree that existing records satisfy this requirement, contractors will not be required to maintain separate records.
- O. Nothing herein provided will be construed as a limitation upon the application of other laws which establish different standards of compliance or upon the application of requirements for the hiring of local or other area residents (e.g., those under the Public Works Employment Act of 1977 and the Community Development Block Grant Program).

CIVIL RIGHTS ACT OF 1964

TITLE VI

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

HOUSING AND COMMUNITY DEVELOPMENT ACT OF 1974

SECTION 109

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

CIVIL RIGHTS ACT OF 1968

FAIR HOUSING

TITLE III

The contractor will comply with Title VIII of the Civil Rights Act of 1968 (the Fair .Housing Act) which requires that no person will discriminate in the sale or rental of housing, in the financing of housing or in the provision of brokerage services, by in any way making unavailable or denying a dwelling to any person because of race, color, religion, sex, or national origin.

NONDISCRIMINATION AND EQUAL OPPORTUNITY IN HOUSING

EXECUTIVE ORDER 11063

The contractor will adhere to Executive Order 11063 which requires that all action necessary and appropriate be taken to prevent discrimination because of race, color, religion, sex, or national origin in the sale, rental, leasing, or other disposition of residential property or facilities or in the use or occupancy thereof, where such property or facilities are owned or operated by the Federal Government or provided with Federal assistance by the Department of Housing and Urban Development. This requirement also applies to lending practices with respect to residential property and related facilities of lending institutions insofar as such practices relate to loans insured, guaranteed or purchased by the Department. Benefits under program and activities of the Department of Housing and Urban Development which provide financial assistance, directly or indirectly, for the provision, rehabilitation, or operation of housing and related facilities are to be made available without discrimination based on race, color, religion, sex, or national origin.

SECTION 504 REHABILITATION ACT OF 1973

AFFIRMATIVE ACTION FOR HANDICAPPED WORKERS

- A. 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 compensation, and selection for training, including apprenticeship.
- B. The contractor agrees to comply with the rules, regulations, and relevant orders of the Secretary of Labor issued pursuant to the act.
- C. This clause, actions for noncompliance may be taken in accordance with the rules, regulations, and relevant orders of secretary of Labor issued pursuant to the Act.
- D. The contractor agrees to post, in conspicuous places, available to employees, applications for employment notices in a form to be prescribed by the Director, provided by or through contracting office. Such notices will 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 employed.
- E. The contractor will notify each labor union or representative or workers with which it has a collective bargaining agreement or other 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.
- F. 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.

BONDING AND INSURANCE

OMB CIRCULAR A-102 ATTACHMENT B

- A. This attachment sets forth bonding and insurance requirements for grants. No other bonding and insurance requirements will be imposed other than those normally required by the grantee

- B. Except as otherwise required by law, a grant that requires the contracting (or subcontracting) for construction or facility improvements relating to bid guarantees, performance bonds, and payment bonds unless the construction contract or subcontract exceeds, \$100,000, the Federal agency may accept the bonding policy and requirements of the grantee provided the Federal agency has made a determination that the Governments' interest is adequately protected. If such a determination has not been made, the minimum requirements shall be as follows:
- (1) A bid guarantee from bidder equivalent to five percent of the bid price. The "bid guarantee" will consist of a firm commitment such as a bid bond, certified check, or other negotiable instrument accompanying a bid as assurance that the bidder will, upon acceptance of his bid, execute such contractual documents as may be required within the time specified.
 - (2) A performance bond on the part of the contractor for 100 percent of the contract price. A "performance bond" is one executed in connection with a contract to secure fulfillment of all the contractor's obligations under such contract.
 - (3) A payment bond on the part of the contractor for 100 percent of the contract price. A "payment bond" is one executed in connection with a contract to assure payment as required by all of all persons supplying labor and material in the execution of the work provided for in the contract.
- C. Where the Federal Government guarantees or insures the repayment of money borrowed by the grantee, the Federal agency, at its discretion, may require adequate bonding and insurance if the bonding and insurance requirements of the grantee are not deemed adequate to protect the interest of the Federal Government.
- D. Where Bonds are required in the situation described above, the bonds will be obtained from companies holding certificates of authority as acceptable sureties (31 CFR 223).

OTHER PROVISIONS

The contractor will 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 Environmental Protection Agency regulations (40 CFR), which prohibit the use under non-exempt Federal contracts, grants or loans of facilities included on the EPR List of Violating Facilities. The local contracting authority will report all violations of this provision to the grantor agency and to the U. S. EPA Assistant Administrator for Enforcement.

ARCHITECTURAL BARRIERS ACT OF 1968

The contractor will certify, on a form provided by the local authority, pursuant to the requirements of the Architectural Barriers Act of 1968, 42 USC 4151, and the regulations issued subsequent thereto, that the design of the project is in conformance with the minimum standards contained in the American Standard Specification for making building and facilities accessible to and usable by the physically handicapped, number A117.1R-1971(as modified by 41 CFR 101-19.603).

RETENTION OF RECORDS

The contractor will maintain books, documents, papers financial records, payrolls, supporting documentation, correspondence, and all other records pertinent to the implementation of this project for a period of three (3) years after final payments and all other pending matters are closed.

ACCESS TO RECORDS

The local authority, the Federal grantor agency, the Comptroller General of the United States, or any of

their duly authorized representatives, will have access to all books, accounts, records, reports, files, and other papers maintained by the contractor and pertaining to this project for the purpose of making audits, examinations, excerpts, and transcripts.

CONFLICT OF INTEREST

- A. **INTEREST OF CERTAIN FEDERAL OFFICIALS.** No member of or delegate of the Congress of the United State, and no Resident Commissioner, will be permitted to any share of part of this agreement or to any benefit to arise from the same.
- B. **BONUS COMMISSION OR FEE.** The contractor will not pay any bonus, commission, or fee for the purpose of obtaining the Government's approval or concurrence required by the Government or its designee to complete the project.
- C. **INTEREST OF PUBLIC BODY PERSONNEL.** No member of the governing body of the Public Body who exercises any functions or responsibilities in connection with the contract and no other officer or employee of the Public Body who exercises such functions or responsibilities, will have any interest, direct or indirect, in this contract, or in any contract entered into by the contractor for the performance of work financed in whole or in part with the proceeds of this contract.

INTEREST OF OTHER LOCAL-PUBLIC OFFICIALS. No member of the governing body of the locality in which the project is situated, and no other public official of the locality who exercises any functions or responsibilities in connection with the contract will have any interest, direct or indirect, in this contract, or in any contract entered into by the contractor for the performance of work financed in whole or in part with the proceeds of this contract.

FLOOD DISASTER PROTECTION ACT OF 1973

REQUIREMENT TO PURCHASE FLOOD INSURANCE

- A. No federal financial assistance will be made available for acquisition or construction purposes for use in any area that has been identified by the Secretary as an area having special flood hazards and in which the sale of flood insurance has been made available under the National Flood Insurance Act of 1968, unless the building or mobile home and any personal property to which such financial assistance relates is, during the anticipated economic or useful life of the project, covered by flood insurance in an amount at least equal to its development or project cost (less estimated land cost) or to the maximum limit of coverage made available with respect to the particular type of property under the National Flood Insurance Act of 1968, whichever is less. If the financial assistance provided is in the form of a loan or an insurance or guaranty or a loan, the amount of flood insurance required need not exceed the outstanding principal balance of the loan and need not be required beyond the term of the loan.

LEAD BASE PAINT HAZARD ACT

- A. The contractor agrees that no Lead based paints or substances containing lead will be used in any part of this project. Treatment necessary to eliminate immediate hazards will, at a minimum, consist of the following:
 - (1) All surface conditions identified as immediate hazards will be thoroughly cleaned (washed, sanded, scraped, wire brushed or otherwise cleaned) so as to remove all cracking, scaling, peeling, chipping and loose paint on applicable surfaces. Such surfaces that have been so

treated will then be repainted with two coats of a suitable non-lead paint.

- (2) Where the paint film integrity of the applicable surface cannot be maintained, the paint will be completely removed or the surface covered with a suitable material such as gypsum wallboard, plywood or plaster, before any repainting is done.

Attachment 12

Federal Labor Standards Provisions

Federal Labor Standards Provisions

Applicability

The Project or Program 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. (i) Minimum Wages. All laborers and mechanics employed or working upon the site of the work, 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.

(ii) (a) 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 therefor only when the following criteria

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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.
- (b)** 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.)
- (c)** In the event 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 designated 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 additional time is necessary. (Approved by the Office of Management and Budget under OMB Control Number 1215-0140.)
- (d)** The wage rate (including fringe benefits where appropriate) determined pursuant to subparagraphs (1)(ii)(b) or (c) 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.
- (iii)** 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.
- (iv)** If the contractor does not make payments to a trustee or other third person, the contractor may consider as part

Federal Labor Standards Provisions

of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program, Provided, That the Secretary of Labor has found, upon the written request of the contractor, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the contractor to set aside in a separate account assets for the meeting of obligations under the plan or program. (Approved by the Office of Management and Budget under OMB Control Number 1215-0140.)

2. Withholding. HUD or its designee shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld from the contractor under this contract or any other Federal contract with the same prime contractor, or any other Federally-assisted contract subject to Davis-Bacon prevailing wage requirements, which is held by the same prime contractor so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees and helpers, employed by the contractor or any subcontractor the full amount of wages required by the contract. In the event of failure to pay any laborer or mechanic, including any apprentice, trainee or helper, employed or working on the site of the work, all or part of the wages required by the contract, 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 until such violations have ceased. HUD or its designee may, after written notice to the contractor, disburse such amounts withheld for and on account of the contractor or subcontractor to the respective employees to whom they are due. The Comptroller General shall make such disbursements in the case of direct Davis-Bacon Act contracts.

3. (i) Payrolls and basic records. Payrolls and basic records relating thereto shall be maintained by the contractor during the course of the work preserved for a period of three years thereafter for all laborers and mechanics working at the site of the work. Such records shall contain the name, address, and social security number of each such worker, his or her correct classification, hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in Section I(b)(2)(B) of the Davis-bacon Act), daily and weekly number of hours worked, deductions made and actual wages paid. Whenever the Secretary of

Labor has found under 29 CFR 5.5 (a)(1)(iv) that the wages of any laborer or mechanic include the amount of

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any costs reasonably anticipated in providing benefits under a plan or program described in Section I(b)(2)(B) of the Davis-Bacon Act, the contractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits. Contractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs. (Approved by the Office of Management and Budget under OMB Control Numbers 1215-0140 and 1215-0017.)

(ii) (a) 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 owner, 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 5.5(a)(3)(i) except that full social security numbers and home addresses shall not be included on weekly transmittals. Instead the payrolls shall only need to include an individually identifying number for each employee (e.g., the last four digits of the employee's social security number). The required weekly payroll information may be submitted in any form desired. Optional Form WH-347 is available for this purpose from the Wage and Hour Division Web site at <http://www.dol.gov/esa/whd/forms/wh347instr.htm> or its successor site. The prime contractor is responsible for the submission of copies of payrolls by all subcontractors. Contractors and subcontractors shall maintain the full social security number and current address of each covered worker, and shall provide them upon request 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 owner, as the case may be, for transmission to HUD or its designee, the contractor, or the Wage and Hour Division of the Department of Labor for purposes of an investigation or audit of compliance with prevailing wage requirements. It is not a violation of this subparagraph for a prime contractor to require a subcontractor to provide addresses and social security numbers to the prime contractor for its own records, without weekly submission to HUD or its designee. (Approved by the Office of Management and Budget under OMB Control Number 1215-0149.)

(b) Each payroll submitted shall be accompanied by a

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“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 provided under 29 CFR 5.5 (a)(3)(ii), the appropriate information is being maintained under 29 CFR 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.
- (c) The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 shall satisfy the requirement for submission of the “Statement of Compliance” required by subparagraph A.3.(ii)(b).
- (d) 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.
- (iii) The contractor or subcontractor shall make the records required under subparagraph A.3.(i) 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 or to make such records available may be grounds for debarment action pursuant to 29 CFR 5.12.

4. 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, Office of

Apprenticeship Training, Employer and Labor Services, or with a State Apprenticeship Agency recognized by the

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Office, 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 Office of Apprenticeship Training, Employer and Labor Services 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 that determination. In the event the Office of Apprenticeship Training, Employer and Labor Services, or a State Apprenticeship Agency recognized by the Office, 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

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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 that 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 contractor 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 29 CFR Part 5 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 subparagraphs 1 through 11 in this paragraph A and such other clauses as HUD or its designee may by appropriate instructions require, and a copy of the applicable prevailing wage decision, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all the contract clauses in this paragraph.

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.

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All rulings and interpretations of the Davis-Bacon and Related Acts contained in 29 CFR Parts 1, 3, and 5 are herein incorporated by reference in this contract

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

10. (i) 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.

(ii) 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.

(iii) The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 U.S.C. 1001. Additionally, U.S. Criminal Code, Section 1 01 0, Title 18, U.S.C., "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. The provisions of this paragraph B are applicable where the amount of the prime contract exceeds \$100,000. As

used in this 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

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laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which the individual is employed on such work to work in excess of 40 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 40 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 therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in 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 40 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. The provisions of this paragraph C are applicable where the amount of the prime contract exceeds \$100,000.

(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

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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 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 Stat 96). 40 USC 3701 et seq.(3) The contractor shall include the provisions of this paragraph in every subcontract so that such provisions will be binding on each subcontractor. The contractor shall take such action with respect to any subcontractor as the Secretary of Housing and Urban Development or the Secretary of Labor shall direct as a means of enforcing such provisions.

Attachment 13

Training and Apprenticeship Program Referrals

Training and Apprenticeship Program Referrals

Businesses proposing to partner with or hire workers from the following agencies, to fulfill the requirements of the training component of this RFP, may contact the following or other approved apprenticeship or training programs.

<p style="text-align: center;"><u>OPERATION NEW HOPE</u> Ready4Work Chad Hoffman Assistant Director Workforce Development 1830 North Main St., Jacksonville, Florida 32206 P: 904.425.6001 F: 904.354.4940 www.operationnewhope.com choffman@ready4work.com</p>	<p style="text-align: center;"><u>YOUTHBUILD PROGRAM</u> City Hall at St. James – Second Floor, Suite 250 117 Duval St W Jacksonville, Florida 32202 630-1212 ext. 3651 Abner Davis, Youthbuild Placement Specialist/SPE Irish Beckles, Social Services Supervisor abnerd@coj.net ibeckles@coj.net</p>
<p><u>COMMUNITY REHABILITATION CENTER-CRC GREEN INSTITUTE</u> Jill J. Kestner, Sr. Executive Assist. to Reginald Gaffney Pearl Plaza Office 5320 N. Pearl St. Jacksonville, FL 32208 C: 904.652.6272 V: 904.358.1211 ext. 101 F: 904.355.6485 Alternate F: 904.355.9585 Email: jillkestner@comcast.net Email cc: jkestner@communityrehabcenter.org</p>	<p style="text-align: center;"><u>I.M. SULZBACHER CENTER "The Way Home"</u> Gregory Watts, CTP Chief Oper. Officer & VP of Finance 611 East Adams Street Jacksonville, Florida 32202 904-394-8080 gregwatts@tscjax.org www.sulzbachercenter.org</p>
<p style="text-align: center;"><u>CLARA WHITE MISSION</u> <i>Ju'Coby Pittman-Peele</i> President/CEO Clara White Mission 613 W. Ashley St. Jacksonville, Florida 32202 Office: 904.354.4162, ext. 103 Fax: 904.791.4360 jpittman@clarawhitemission.org www.clarawhitemission.org</p>	<p style="text-align: center;"><u>Florida State College at Jacksonville</u> Pamela Scherer, Instructional Program Coordinator Institute of Occupational Safety & Health (IOSH) Military Public Safety and Security Division Florida State College at Jacksonville 601 West State Street Jacksonville, Florida 32202 Phone 904.633.5933 pscherer@fscj.edu http://mpss.fscj.edu/iosh/osh.php</p>

Attachment 14

SAMPLE

OWNER / CONTRACTOR REHABILITATION AGREEMENT



**OWNER / CONTRACTOR
REHABILITATION AGREEMENT**

This Agreement dated this the 19th day of June 2013 is between Charlie Brown Construction, Inc. located at 13222 Henrietta Lane., Suite 4-376, Jacksonville, FL 32225 and Sam Jones, for the construction of property improvements at 1317 West 103rd Street Jacksonville, Florida 32209.

Whereas, the Contractor is in the business of residential construction and is willing to provide such services to the Owner and whereas, the Owner desires to use those services.

Now, therefore, in consideration of the mutual covenants and promises contained herein, the parties hereto agree as follows:

1. **SCOPE OF WORK.** Contractor acknowledges that he/she has prepared the Contractor's Proposal (attached to and made a part of this agreement) and that such proposal is accurate and consistent as to the name of Contractor, scope of work that the Contractor will undertake, and price. Contractor acknowledges the performance requirement established in the write-up and warrants that all work undertaken will conform to said specifications.
2. **PROJECT DESCRIPTION.** Contractor agrees to furnish all labor, materials, equipment, permits, licenses and services for the proper completion of the Project in accordance with the attached work write-up and specifications. Contractor guarantees that materials supplied will be as specified in the attached specifications and all work performed will be completed in a workmanlike manner according to standard trade practices. The contractor will post at the job site all permits required to renovate the project.
3. **HOLD HARMLESS.** Contractor shall agree to defend, indemnify, and hold harmless the Owner, NJCDC from liability and claim for damages because of bodily injury, death, property damage, sickness, disease or loss and expense arising from Contractor's performance under this agreement to install or construct home improvements to be paid for out of the proceeds of the Owner's rehabilitation loan. Contractor is acting in the capacity of an independent Contractor with respect to the Owner.
4. **LIEN WAIVERS.** Contractor agrees to protect, defend and indemnify Owner from any claims for unpaid work, labor, or materials with respect to Contractor's performance. Final payment shall not be due until the contractor has delivered to the Owner complete release of all liens for work completed arising out of contractor's performance or a receipt in full covering all labor and materials for which a lien could be filed or receipt of a bond satisfactory to the Owner indemnifying him against any lien.
5. **CONTRACT AMOUNT.** The Contractor shall be paid for the performance of the rehabilitation work, subject to additions and deductions by approved Change Order, the contract sum of Eighty Thousand, Four Hundred Forty dollars & 00/100 (\$80,440.00), with an additional \$12,066.00 allocated for a contingency. The total amount of the contract plus contingency is Ninety-Two Thousand, Five Hundred Six dollars & 00/100 (\$92,506.00).

6. **PAYMENT SCHEDULE.** Payment will be made as follows subject to the Owner's acceptance of work completed:

(a) Contractor shall submit a Contractors Payment Request form signed by the Owner for distribution as outlined in the draw schedule.

Draw #	% of Project Completed	Amount Disbursed per Draw*	Cumulative Total Disbursed per Draw	Date Funds are to be Expended
1	25%	\$20,110.00	\$20,110.00	July 29, 2013
2	50%	\$20,110.00	\$40,220.00	August 29, 2013
3	75%	\$20,110.00	\$60,330.00	September 29, 2013
4	100%	\$20,110.00	\$80,440.00	October 29, 2013
	Contingency	\$12,066.00	\$92,506.00	

(b) Prior to issuing any payment, all work in place will be verified and approved as completed in accordance with all codes and program standards by the City. A partial and/or full release of lien must be submitted with each draw request.

7. **CONDITIONS OF PAYMENT.** The contractor acknowledges and agrees that the NJCDC will not be obligated to make disbursements unless and until the following conditions are satisfied:

(a) There is no default under this Contract, the Loan Agreement, the notes, or the Mortgages (as defined in the Construction Loan Agreement).

(b) NJCDC, or its designated agent, has received a completed request for disbursement in the form to be approved by NJCDC. Such request may, at NJCDC's option, be required to be accompanied by any one or all the following:

(1) Proof of paid and unpaid construction bills for material men and subcontractors which show full payment (except for holdbacks) of such bills then due and payable, except those covered under the current draw request.

(2) Lien waivers for all work and materials as required by the title insurance company for the issuance of endorsements, except those covered by the current request.

(3) Any inspection reports, architectural certificates with respect to the stage of completion of the Project, and such other proof as NJCDC may reasonably require to establish that construction progress has been made in compliance with the plans and specifications.

(4) The current status of accounts of Contractor and its subcontractors, materialmen, and laborers furnishing labor, materials, or services in the construction of the Project.

(5) Advice from NJCDC or its agent that all construction work already performed on the Project is in full compliance with the plans and specifications.

(6) Advice from the title insurance company that a search of the public records discloses no change in the condition of the title to the Property which is unacceptable to NJCDC.

c) NJCDC will not be obligated to make the last disbursement unless and until it has received the following documentation:

- (1) Approval by local governmental authorities having jurisdiction of the Property or the Project that the Project has been completed in accordance with all applicable laws, rules, ordinances, and regulations. All permits must be final by the Building Inspection Division.
- (2) Advice from NJCDC, the lending institution or its agent that the Project has been completed in accordance with the plans and specifications.
- (3) Final lien waivers, owner's and contractor's affidavits required under the Florida Construction Lien Law.
- (4) A complete release of all liens arising out of the Contract or receipts in full covering all labor, materials, and equipment for which a lien could be filed, or a bond satisfactorily to the NJCDC indemnifying NJCDC against any lien arising under the Florida Construction Lien Law in connection with the Project.
- (5) If applicable, a satisfactory Wood Destroying Organism (WDO) Report from a licensed pest control agency.

8. **TIME OF PERFORMANCE.** Owner shall provide written authorization to contractor to commence work. Contractor agrees to start work within 10 calendar days after receipt of a written Notice to Proceed. If Contractor fails to commence work within twenty (20) days of the date of the Owner's notification to commence, Owner shall have the right to terminate this Agreement. Such notice of termination shall be in writing.

Contractor agrees to satisfactorily complete all work on or before October 26, 2015 (not to exceed 120 days from the date work commences). If completion is delayed for reasons beyond Contractor's control, Contractor shall provide timely notice to the Owner of the reasons for such delay. If such good cause is claimed by the Contractor, it shall be Contractor's obligation to substantiate his claim by adequate documentation.

If Contractor fails to satisfactorily complete the work by the Completion Date (as extended, if applicable), Contractor shall pay to NJCDC as agreed upon, liquidated damages the sum of Fifteen 00/100 dollars (\$15.00) per day from and after the Completion Date until the work is completed.

In the event Contractor shall fail to complete work within the agreed upon period and fails to provide evidence of good cause for such delay, or abandons the Project, Owner shall have the right to declare Contractor in default. In such event, Owner shall be responsible for providing written notice to Contractor by registered mail of such default. If contractor fails to remedy such default within 15 calendar days of such notice, Owner shall have the right to select a substitute Contractor. If the expense of finishing the work exceeds the unpaid balance of this Contract, the Contractor shall pay the difference to the Housing Services Division.

9. **SUBCONTRACTORS.** Contractor agrees that all subcontractors will be bound by the terms and conditions of this contract insofar as it applies to their work and that all the warranties contained herein shall apply to all work performed under the Contract, including that performed by Subcontractors. Contractor will furnish in writing to NJCDC a list of all subcontractors proposed for the principal portions of the Project. Contractor will not employ any subcontractor to whom NJCDC may have a reasonable objection, nor will Contractor assign this Contract to any other contractor without the written consent of the NJCDC.

10. **RESPONSIBILITIES OF CONTRACTOR AND SUBCONTRACTORS.**

- (a) Contractor will supervise and direct the construction of the Project using his best skills and attention.
- (b) Contractor will provide Owner with evidence that it has secured and paid for all licenses and permits necessary for the proper execution of the Project, and upon completion of the Project will provide evidence that all the work has been inspected and approved by the appropriate building officials.
- (c) Contractor agrees that ALL work shall be completed in a professional manner and shall be carefully inspected by him/her for completeness prior to requesting a final inspection. Contractor acknowledges that the NJCDC shall conduct one "final inspection" to create a short punch list, if required, and one follow-up inspection. A twenty-five (\$25.00) dollar fee will be assessed on each subsequent re-inspection.
- (d) Contractor will not employ any person(s) on the Project who are unqualified or unskilled in their assigned tasks or duties. Contractor will not allow any employee to work upon the job site who cannot perform his assigned tasks and duties in a professional manner.
- (e) Contractor will be responsible for the acts and omissions of all its employees, and all subcontractors, their agents and employees, and all other persons performing any work on the Project.
- (f) Contractor at all times will keep the Property free from accumulation of waste materials or rubbish caused by his work.
- (g) Contractor will permit NJCDC to examine and inspect the construction work performed under this Contract at any reasonable time.
- (h) Contractor will furnish Owner with the names, addresses and telephone numbers of the firms to be contacted for service to any appliances or other equipment installed or repaired on the Property, and guarantees and warranties covering appliances and equipment installed or repaired under this Contract.
- (i) Contractor will be responsible for the protection of all supplies, materials, equipment, completed work, and incomplete work at the job site during the Contract period.

11. RESPONSIBILITIES OF OWNER.

- (a) Owner will permit contractor the reasonable use of existing utilities such as electricity, heat, water and sewage necessary for the proper execution and satisfactory completion of the Project.
- (b) Owner will cooperate with Contractor to facilitate the performance of the work including the removal and replacement of rugs, coverings, furniture and clothing, if necessary. Contractor will not be held responsible for damages caused by Owner or any occupants.
- (c) Owner will be responsible for the proper use and care of the Property, including all equipment and appliances.
- (d) Owner will confer with the NJCDC's authorized representatives prior to issuing instructions to Contractor concerning the work or changes to the work.
- (e) Owner will allow Contractor access to the Property during usual working hours on regular workdays (i.e., Monday through Friday, 7:00 a.m. to 6:00 p.m., and Saturday, 8:00 a.m. to 5:00 p.m.). No work will be performed on Sundays unless agreed to by the Owner and Contractor.

12. RIGHTS OF THE CITY UNDER THE REHABILITATION PROGRAM.

- (a) Contractor will allow the NJCDC's authorized representatives to perform periodic inspections of the work while it is in progress to determine if it is proceeding in accordance with this contract.

(b) Contractor understands and agrees that NJCDC has the authority to reject work, which does not conform to this Contract, local municipal codes, or adopted program or rehabilitation standards.

(c) The participation of NJCDC hereunder will in no way alter, amend, or impair the rights, duties and obligations of the Owner and Contractor to each other under this Contract. The assumption of any responsibility by NJCDC in no way releases Owner of its responsibilities under this Contract, or transfers any responsibility to NJCDC for the performance of the services to be performed under this Contract.

(d) In consideration of NJCDC agreeing to assist in financing the Project, the Owner and Contractor agree to indemnify, hold harmless and defend NJCDC and its officials, agents and employees from and against all claims, actions, losses, damages, injuries, liabilities, costs, and expenses based upon injury or death to persons or damage to property arising out of, resulting from, or incident to this Contract, unless the same is occasioned by the sole negligence of NJCDC.

13. **CHANGE ORDERS.** Except in an emergency endangering life or property, Owner and Contractor expressly agree that no material changes or alterations in the description of work or price provided above shall be made without a prior written order signed by an authorized representative of NJCDC. The Contract Sum and the Contract Time may be changed only by a Change Order approved by NJCDC. No extra costs will be paid to Contractor if it has neglected to evaluate properly the extent of the rehabilitation work.
14. **PERMITS AND CODES.** Contractor agrees to secure and pay for all necessary permits and licenses required for Contractor's performance and to adhere to applicable local codes and requirements whether or not covered by the specifications and drawings for the work, including any Contractor registration requirements.
15. **INSURANCE.** The Contractor and subcontractors will at their sole expense maintain adequate insurance coverage for liability and workers compensation as required by state law. Proof of such insurance coverage must be provided to the Owner and the Housing Services Division Program Administrator.
16. **WARRANTY.** For goods and valuable consideration, Contractor hereby agrees to provide a full one-year warranty to the Owner, which shall extend to subsequent owners of the property to be improved. The warranty shall provide that improvements, hardware and fixtures of whatever kind or nature installed or constructed on said property by the Contractor are of good quality, and free from defects in workmanship or materials or deficiencies subject to the warranty contained in this paragraph provided. Contractor and Owner agree, however, the warranty set forth in this paragraph shall apply only to such deficiencies and defects as to which Owner or subsequent owners shall have given written notice to the Contractor, at his principal place of business, within one (1) year from the date of Contractor's request for final payment. A five -year warranty will be provided on the labor on all shingle roofs installed, with 20-year manufactures guarantee on the shingles. A five-year warranty will be provided on the labor on all bitumen roofs installed, with a minimum 10-year manufacturer's guarantee on materials.
17. **REMOVAL OF DEBRIS.** Upon completion of work, contractor agrees to remove all construction debris and surplus material from the property and leave the property in a neat and broom clean condition.
18. **RESOLUTION OF DISPUTES.** All claims or disputes between the Owners and Contractor arising out of or related to the work shall be decided by arbitration in accordance with the construction industry arbitration rules of the American Arbitration Association than obtaining, unless the parties mutually agree otherwise. The Owner and Contractor shall submit all disputes or claims, regardless of the extent of the work's progress, to the American Arbitration Association/Better Business Bureau unless the parties mutually agree otherwise. Notice of the demand for arbitration shall be filed in writing with the other party to this Agreement, and shall be made within a reasonable time after the dispute has

risen. The decision rendered by the arbitrator shall be final, and judgment may be entered upon it in accordance with applicable law in any court having jurisdiction thereof. If the arbitrator's award is in a sum which is less than that which was offered in settlement by the Contractor, the arbitrator may award costs and attorney's fees in favor of the Contractor. If the award of the arbitrator is in a sum greater than that which was offered in settlement by the Owner, the arbitrator may award costs and attorney's fees in favor of the Owner.

19. **PROHIBITION OF KICKBACKS.** Neither the Contractor nor any of its officers, partners, owners, agents, representatives, employees or parties in interest has in any way colluded, conspired, connived or agreed, directly or indirectly with any other Bidder, firm or person to submit a collusive or sham Bid in connection with the Contractor for which the attached Bid has been submitted or to refrain from bidding in connection with such Contract, or has in any manner, directly or indirectly, sought by agreement or collusion or communication or conference with any other Bidder, firm or person to fix any overhead, profit or cost element of the Bid price or the Bid price of any other Bidder, or to secure through any collusion, conspiracy, connivance or unlawful agreement, any advantage against NJCDC or any person interested in the proposed Contract; and the price or prices quoted are fair and proper and are not tainted by any collusion, conspiracy, connivance or unlawful agreement on the part of the Bidder or any of its agents, representatives, owners, employees, or parties in interest, including this affiant.
20. **INTEREST OF MEMBERS, OFFICERS, EMPLOYEES OR PUBLIC BODY MEMBERS OF LOCAL GOVERNING BODY, OR OTHER PUBLIC OFFICIALS.** No member, officer, employee of the Public Body, or its designees or agents, no member of the governing body of the locality in which the program is situated, and no other public official of such locality or localities who exercises any functions or responsibilities with respect to the program during his tenure or for one year thereafter, shall have any interest, direct or indirect, in any contract to subcontract, or the proceeds thereof, for work to be performed in connection with the program assisted under the Agreement.
21. **PROHIBITION OF BONUS OR COMMISSION.** The assistance provided under this Agreement shall not be used in the payment of any bonus or commission for the purpose of obtaining city or county approval of the application for such assistance.
22. **ACKNOWLEDGMENT.** The above warranties are in addition to, and not in limitation of, any and all other rights and remedies to which the Owner, or subsequent owners, may be entitled, at law or in equity, and shall survive the conveyance of title, delivery of possession of the property, or other final settlement made by the Owner and shall be binding and on undersigned notwithstanding any provision to the contrary contained in any instrument heretofore or hereafter executed by the Owner.
23. **ACCESS TO RECORDS.** Contractor will allow the United States Government or its designee to examine and inspect the rehabilitation work performed on the Property. The federal grantor agency, the Comptroller General of the United States, or any of their authorized representatives will have access to the books, documents, papers, and records of Contractor which are directly pertinent to a specific grant or loan program for the purpose of making audits, examinations, excerpts and transcriptions. All such records will be maintained for a period of three (3) years from the completion of the Project.
24. **FEDERAL LAWS and REGULATIONS.** Contractor warrants and represents that it has read and fully understands the provisions of the Contract and Contract General Conditions. Contractor further acknowledges its understanding that the work to be performed must be completed in compliance with all the terms and provisions of each of the following laws and regulations marked as applicable (copies of all applicable regulations are attached to this Contract and constitute provisions hereof):

CONTRACTOR AND OWNER HEREBY ACKNOWLEDGE ACCEPTANCE OF THIS AGREEMENT:

X _____

Owner

Date

X _____

Owner

Date

Address of property to be improved: 1317 West 103rd Street

Contractor

Date

13222 Henrietta Lane., Suite 4-376, Jax. Fl. 32220

Address