



**Addendum No.1 to ITB 2017-20  
STATE HOUSING INITIATIVES PARTNERSHIP (SHIP) AND CDBG  
HOUSING REHABILITATION PROGRAM**

*Issued: April 18, 2017*

**1. Appendix D: Draft Contract**

Appendix D, The Draft Contract referenced in the original ITB 2017-20 is hereby attached to this addendum.

This instrument was prepared for and please return to:  
**Wakulla County Housing Department**  
3093 Crawfordville Highway, Crawfordville, Florida 32327

**Wakulla County**  
**HOUSING REHABILITATION PROGRAM**  
**CONTRACT FOR REHABILITATION WORK**

THIS CONTRACT, entered into this \_\_\_\_\_ day of \_\_\_\_\_ by and between **(owner)**, hereinafter called the "Owner", and **(contractor)**, located at (address) with Federal ID number **Feid # (feid)** hereinafter called the "Contractor", with financing provided by the local government, hereinafter called the "Agency".

WITNESSETH:

WHEREAS, the Owner proposes to finance in whole or in part the cost of the Rehabilitation work provided for in this Contract from the proceeds or rehabilitation monies made or to be made available to the Owner from the Agency, using Federal or State funds through the Florida Department of Community Affairs, or other State or Federal programs; and

WHEREAS, the Owner has accepted the Contractor's bid for the performance of such Rehabilitation Work and said Rehabilitation Work has been approved by the agency, and the Owner desires to engage the Contractor to perform such Rehabilitation Work in accordance with the provisions of this Contract and applicable requirements of the Agency.

NOW, THEREFORE, for the considerations stated hereinafter, the Owner and the Contractor do hereby mutually agree as follows:

**GENERAL CONDITIONS**

Section 1. Property to be Rehabilitated

The property to be rehabilitated pursuant to this Contract is located at **(address)– Crawfordville**, parcel number (parcel) County of Wakulla, State of Florida, and is more particularly described as follows:

**(LEGAL)**

Section 2. Contract Documents

The Contract Documents which comprise this Contract for Rehabilitation Work consist of this Contract, as executed on behalf of the Owner and the Contractor, and the following additional documents, each of which has been attached to this Contract prior to its execution by the Owner and the Contractor and each of which is hereby incorporated in this Contract by reference: (a) the Work Write-up and Contractor's bid proposal, signed and dated on behalf of the Contractor as of \_\_\_\_\_, 2017 and accepted by the Owner as of the \_\_\_\_\_ day of \_\_\_\_\_, **2017** and (b) the Standard Rehabilitation Specifications, including the Plan Drawings (if any), for the Rehabilitation Work to be performed by the Contractor pursuant to this Contract. The Contractor shall perform the Rehabilitation Work provided for in this Contract in strict conformance with the Contract Documents that comprise this Contract. Change orders or other authorized documents pertaining to the work and issued after the execution of this Contract shall also become Contract Documents.

The Contractor shall maintain at the site one copy of all drawings, general Specifications and Work Write-up, addenda, approved shop drawings, change orders, and other modifications in good order and marked to record all changes made during construction. These shall be available to the Owner and Agency upon request.

Section 3. Occupancy Provision

The premises are to be \_\_\_\_ occupied/  vacant for 150 days during the course of the Rehabilitation Work.

Section 4.

Contract Price

Upon satisfactory completion of the Rehabilitation Work provided for in this Contract, the Contractor shall be paid the amount of **\$(amount).00** hereinafter called the "Contract Price", which shall constitute full and complete compensation for the Contractor's performance of the Rehabilitation Work provided for in this Contract, except as otherwise provided in Section 21 of this Contract.

Section 5.

Time of Performance

The Contractor shall commence the Rehabilitation Work provided for in this Contract within ten (10) days from the date of the Owner's issuance of the Notice to Proceed referred to in Section 8 of this Contract, unless a delay is approved in writing by the Agency designee. The Contractor shall satisfactorily complete such work within **150** days after issuance of the said Notice to Proceed. Said completion period may be extended upon written approval by the Agency designee, in conjunction with an approved Change Order, or as a result of acts of God or other extenuating circumstances beyond the Contractor's fault or control. However, time is the essence of this Contract, and extensions shall be limited to unforeseeable circumstances.

The Contractor shall be responsible for scheduling the Rehabilitation Work, and for coordinating the operations of all trades, subcontractors, and suppliers engaged by the Contractor in connection with the work, in such manner as to assure the expeditious completion of the work.

Section 6.

Scope of Work

The Contractor shall furnish all necessary materials, equipment, tools, labor and supervision necessary to perform in a competent and workmanlike manner, all of the Rehabilitation Work provided for in this Contract relating to the described property.

No work will be provided beyond that which is included in the Work Write-up and Bid Proposal and in the Standard Rehabilitation Specifications, unless a Change Order is approved by the Owner, Contractor, and Agency.

Before installing any work the Contractor shall carefully study and compare the Contract Documents and the property. He shall report at once in writing to the Agency designee any error, omission, or inconsistency in the documents. Any necessary changes shall be adjusted by appropriate Change Order. However, if the Contractor fails to report any error, omission, or inconsistency and installs work according to the error, omission, or inconsistency, he shall bear all liabilities and costs attributable to such work.

Section 7.

Liquidated Damage

Failure to satisfactorily complete the Rehabilitation Work within the allowed Time of Performance shall subject the Contractor to a Liquidated Damage Fee of Fifty (\$50.00) dollar per day. The Fee amount shall be deducted from the (Final) Payment to the Contractor. This fee amount is mutually agreed to, due to the difficulty in determining the exact damage to the Owner. This Fee is not to be construed as a penalty.

Section 8.

Issuance of Notice to Proceed

Any other provision of this Contract to the contrary notwithstanding, the Contractor shall not commence the Rehabilitation Work provided for in this Contract until the Owner and Agency have issued a written Notice to Proceed to the Contractor. This Notice to Proceed will obligate the Contractor to apply for permits within 10 days of contract signing. The date of project beginning will begin upon issuance of the permits and project ending will be inserted into the Notice to Proceed with the time of performance dated with the actual days noted in Section 5.

Section 9.

Permits and Codes

The Contractor shall, at his own expense, secure all necessary permits and licenses required in connection with the performance of the Rehabilitation Work provided for in this Contract, and shall perform all such work in full compliance with the requirements of applicable codes, ordinances, and regulations of the local government. The necessary permits must be applied for within 10 days of contract signing.

Section 10.

Insurance

The Contractor shall maintain in force, between the time that the Contractor commences the Rehabilitation Work provided for in this Contract and the time that such work is completed, comprehensive public liability insurance protecting the Owner for not less than \$100,000/\$300,000 in the event of bodily injury, including death, and \$100,000 in the event of property damage arising out of the Contractor's operations under this Contract, whether such operations be by the Contractor, any subcontractors or suppliers engaged by the Contractor in connection with such operations, or anyone directly or indirectly employed by either the Contractor or such subcontractors or suppliers, and such insurance or other coverage as is required by Florida law governing Workman's Compensation. Before commencing the Rehabilitation Work provided for in this Contract, the Contractor shall furnish the Agency with certificates showing that the required insurance is in force. The Contractor's insurance policies shall also be submitted to the Agency for approval, and shall be endorsed to provide that the policies will not expire or be cancelled or changed until ten (10) days after written notice of expiration, cancellation or change has been delivered to the Agency. The Owner shall also maintain in force during the same period a property and/or builder's risk insurance policy adequate to cover the existing property and the Rehabilitation Work against damage or loss for which the Contractor is not responsible. Coverage shall provide for perils of fire and extended coverage of other forms of damage and/or loss, to the full insurable value of the property.

Section 11.

Subcontracts

Should the Contractor use any subcontractors for the performance of any portion of the work in connection with this Contract, said work shall be deemed as performed by the Contractor as the Owner and the Agency will not acknowledge participation in this Contract by anyone other than said Contractor.

All work performed for the Contractor by subcontractor shall be pursuant to an appropriate agreement between the Contractor and the subcontractor (and where appropriate between subcontractor and sub-subcontractor) which shall contain provisions that:

- a) preserve and protect the rights of the Owner and the Agency under the Contract with respect to the work to be performed under the subcontractor so that the subcontracting thereof will not prejudice their rights;
- b) require that such work to be performed in accordance with the requirements of the Contract Documents;
- c) require submission to the Contractor of applications for payments under subcontract to which the Contractor is a party, in reasonable time to enable the Contractor to apply for payment.
- d) require that all claims for additional costs, extensions of time, damages or delays or otherwise with respect to subcontracted portions of the work shall be submitted to the Contractor (by any subcontractor or sub-subcontractor where appropriate) in sufficient time so that the Contractor may comply in the manner provided in the Contract Documents for like claims by the Contractor upon the Owner;

- e) require the subcontractor to comply with the federal equal opportunity/affirmative action provisions outlined in Section 38 herein; and
- f) obligate each subcontractor specifically to consent to said provisions.

Section 12. Accident Prevention

The Contractor shall exercise proper precaution at all times for the protection of persons and property and shall be responsible for damages to person or property, either on or off the site, which occur as a result of his execution of the work. The safety provisions of applicable laws and building and construction codes shall be observed and the Contractor shall take or cause to be taken such additional safety and health measures as the Agency may determine to be reasonable and necessary.

Section 13. Care of Work

The Contractor shall keep the premises clean and orderly during the course of the Rehabilitation Work and shall be responsible for the proper care and protection of all materials delivered and work performed until completion of the work. Materials and equipment that have been removed and replaced as part of the work shall belong to the Contractor.

Section 14. Supervision of Work

The Contractor shall be responsible to the Owner for the acts and omissions of all his employees, and all subcontractors, their agents and employees, and all other persons performing any of the work under the Contract with the Contractor.

The Contractor shall at all times enforce strict and good order among his employees and shall not employ on the work any unfit persons or anyone not skilled in the task assigned to him.

The Contractor shall act as or employ a competent superintendent who shall regularly visit the project site during the progress of the work. The superintendent shall represent the Contractor and all communications given to the superintendent shall be as binding as if given to the Contractor. Important communications will be confirmed in writing. Other communications will be so confirmed upon request in each case.

Section 15. Utilities

If the premises are occupied, the Owner shall permit the Contractor to use existing utilities necessary to the Contractor's performance and completion of the work, at no cost to the Contractor.

If the premises are vacant, the Contractor will be responsible for providing any utilities that are required for his performance of the work.

Section 16. Owner's Cooperation with Contractor

The Owner will cooperate with the Contractor to facilitate orderly and prompt performance of contractual requirements. This shall include, but not limited to, the Owner's making necessary selections of paint colors, floor coverings, etc., in a timely manner; authorizing the payment request(s) as soon as the request(s) is/are justified; refraining from requesting additional work or changes in the work or materials as specified herein, except through an approved Change Order; removing, as necessary, any rugs, furniture, pictures, etc., from the room(s) being rehabilitated; and other actions as may reasonably be expected from the Owner in order to achieve the fulfillment of the Contract.

Section 17. Contract Changes

No modifications of this Contract shall be made after its execution by the Contractor and the Owner except by written instrument signed by the Contractor, accepted by the Owner, and approved by the Agency.

Section 18. Changes in the Work

No changes, alterations, additions, deletions or substitutions in the work or materials called for in this Contract shall be made except through a written Change Order approved by the Owner, Contractor, and Agency. Change Orders may be issued for the following reasons:

- a) Concealed code violations which were not considered in the Work Write-up are discovered, requiring additional work in order to satisfactory complete the rehabilitation. For example, deteriorated wall framing or plumbing lines, which are not discovered until the work begins, should be reported and a Change Order issued to include such corrections in the agreement.
- b) The Owner desires a change in the work or materials as described in the Contract (for example, the location of a door to be installed). Changes which are not code-required shall not involve additional public funds, and shall be limited to no-charge changes or changes for which the homeowner agrees to pay.
- c) Errors or inconsistencies in the Work Write-up must be corrected. The Owner, Contractor, and Agency agree that, to the extent feasible, any pre-existing housing code violation in the dwelling which is not addressed or adequately corrected through the initial Contract shall be corrected by means of a Change Order.

Section 19. Changes in the Contract Price

Changes in the work must be itemized and evaluated for either increase or decrease in the Contract sum. Price decreases and increases will be in line with the Contractor's original Contract bid proposal prices and/or the Agency's cost estimate for the change(s).

Changes in the Contract price (either increase or decrease) must be approved by the Owner, Contractor, and Agency, except that the Owner and Contractor may negotiate price increases for work which is not due to mandatory changes and is therefore not payable through the Agency.

Section 20. Inspection

During the performance of the Rehabilitation Work, the Contractor and Owner shall permit the United States Government, or the Florida Department of Community Affairs, or its designee, to inspect the Rehabilitation Work. The Contractor shall also permit the Agency's Building Inspector, and the Agency to examine and inspect the work as necessary to assure that the Rehabilitation Work being performed by the Contractor:

- a) will bring the property being rehabilitated into compliance with the requirements of the local Housing and Building Codes and other applicable codes and ordinances; and
- b) is being completed in accordance with the requirements of the Contract.

The Contractor is responsible for requesting progress and final inspections simultaneously by the Building Inspector and the Agency. However, no inspector will be responsible for the Contractor's failure to carry out the work in accordance with the Contract Documents.

The Contractor shall also permit inspection by the Agency, the Florida Department of Community Affairs, and the United States Government of all Contracts, materials, and payrolls and conditions of employment pertaining to the Rehabilitation Work being performed under this Contract.

Section 21. Payment of Contract Price

If the Contract Price is \$6,000.00 or less, full payment will be issued upon completion of all work. If the Contract Price is in excess of \$6,000.00, the Contractor may receive a partial payment and a final payment.

The partial payment may be requested upon completion of sixty percent (60%) of the work. At the request of the Contractor, the Agency designee and Building Inspector will inspect the work to determine acceptability of the work and the percentage of work completed. If at least sixty percent (60%) of the work is completed to the Agency's (Director and Building Inspector) satisfaction, the Contractor shall proceed with the Request for Payment and Affidavit, certifying that either (a) all laborers, subcontractors and suppliers have been paid in full for their goods and services provided on the job and that there are no outstanding liens or claims for liens (waivers must be supplied), or (b) a list of all unpaid parties and the amounts owed to each is attached to the form.

Upon Agency approval of the Request for Payment and Affidavit, the documents shall be presented to the Owner for approval.

Partial payment will be issued by the Agency in an amount equal to the percentage of work completed, minus a retainage of twenty percent (20%) of the Contract Price. If either the remaining Contract amount owed to the Contractor at final payment or the partial payment amount is not in excess of the amount owed by the Contractor for goods and services already provided, the Agency designee may authorize direct payment to the unpaid parties. Direct payment will be subtracted from the Contractor's payment.

Final (including single) payment will be issued upon completion of the job. Procedures are as those required for a partial payment, with the additional requirements that the Contractor furnish the Owner, in care of the Agency, all warranties and certificates (pest control and insulation), and, if applicable, waivers of liens from any parties listed as unpaid at the time of partial payment, as well as from any other parties providing services after partial payment.

The Owner hereby grants the Agency the right to disburse partial and/or final payment directly to the Contractor in the event that a dispute arises between the Owner and the Contractor. Such disbursement shall be issued only after the Director has reviewed the facts and circumstances involved in the dispute and has determined that the Owner's refusal to issue payment is without just cause.

#### Section 22.

#### Liens

At no time shall payment be due to the Contractor if there are outstanding liens or claims of liens on the job. Payment shall not be due until the Contractor provides all waivers or releases or liens, and satisfaction of any recorded lien, to the Owner, in care of the Agency.

The Contractor shall protect, defend, and indemnify the Owner from any claims for unpaid work, labor, or materials provided in performance of the Contract.

#### Section 23.

#### Hold Harmless Clause

The Contractor shall indemnify, and hold harmless the Owner, the Agency its officials and employees, and the Owner shall indemnify and hold harmless the Agency, its officials and employees from all liability and claims for damages because of bodily injury, death, property damage, sickness, disease, or loss and expense suffered or alleged to have been suffered by any person as a result of, or arising from, the Contractor's operations under this Contract, whether such operations be by the Contractor, any subcontractors or suppliers engaged by the Contractor in connection with such operations, or anyone directly or indirectly employed by either the Contractor or such subcontractors and suppliers.

#### Section 24.

#### General Guaranty

Neither the final certificate of payment nor any provision in the Contract Documents, nor partial or entire occupancy of the premises by the Owner, shall constitute an acceptance of work not done in accordance with Contract Documents or relieve the Contractor of liability in respect to any express warranties or responsibility for faulty materials or workmanship. The Contractor shall remedy any defects in the work and pay for any damage to other

work resulting therefrom, which shall appear within a period of one year from the date of final acceptance. The Owner will give notice of observed defects with reasonable promptness.

Section 25. Assignment of Contract

The Contractor shall not assign this Contract without the prior written consent of the Owner and the prior written approval of the Agency.

Section 26. Owner's Right to Stop the Work

If the Contractor provides or fails to correct defective work, or fails to supply materials or equipment in accordance with the Contract Documents, the Owner may order the Contractor to stop the work, or any portion thereof, until the cause for such order has been eliminated.

Section 27. Disputes

All disputes arising under this Contract or its interpretation, whether involving law or fact or both, or extra work, and all claims for alleged breach of Contract shall be presented in writing by the Contractor to the Agency designee within five (5) days of commencement of the dispute. Such claim shall state the facts surrounding the claim in sufficient detail to identify the claim, together with its character and scope. The Agency designee will provide a written decision within five (5) days. Any appeals of the Agency designee's decision shall be presented in writing within five (5) days to the chief executive officer of the local government. The decision on the appeal will be provided in writing within five (5) days, and will be the final authority in dispute.

Section 28. Termination by Owner

The Owner may terminate this Contract:

- a) if the Contractor is adjudged bankrupt, or if he makes a general assignment for the benefit of his creditors, or if a receiver is appointed on account of his insolvency, or
- b) if the Contractor persistently or repeatedly refuses or fails to perform expeditiously, except in cases for which an extension of time is provided, or
- c) if the Contractor fails or refuses to provide work in accordance with the Contract, including any approved Change Order, or
- d) if the Contractor fails to make payment to subcontractors or suppliers for materials or labor, of
- e) if the Contractor persistently disregards laws, ordinances, rules, regulations or orders of any public authority having jurisdiction, or
- f) if the Contractor is otherwise guilty of a substantial violation of a provision of the Contract Documents.
- g) homeowner may also terminate for convenience.

The Owner shall present a written statement of cause for termination to the Agency designee. Upon certification by the Director that sufficient cause exists to justify such action, the Owner shall immediately issue written notice to the Contractor. Such notice shall automatically terminate the Contractor after five (5) days unless the Contractor removes the cause for termination within five (5) days.

The original Contract amount or balance thereof at the time of termination shall be escrowed for use in completion of the work as approved by the Agency. Payment to the Contractor shall be issued in accordance with Chapter 713 of the Florida Statutes.



Contract termination procedures as outlined herein shall not prejudice any other right or remedy to which the Owner would be entitled.

Section 29.

Termination by Contractor

The Contractor may terminate this Contract:

- a) if the work is stopped or to be stopped for a period of twenty (20) days or longer due to an act of God, or due to an order of an appropriate court through no fault of the Contractor, or
- b) if the work is stopped for a period of five (5) consecutive days due to failure of the Owner to provide necessary and reasonable information, services, or cooperation.
- c) contractor may also terminate for convenience.

The Contractor shall present a written statement of cause for termination to the Agency designee. Upon certification by the Director that sufficient cause exists to justify such action, the Contractor shall immediately issue written notice to the Owner. Such notice shall state the cause for termination, and shall provide that the Contract shall automatically terminate upon five (5) days written notice unless the Owner removes the cause for termination within the five (5) days.

Upon termination of Contract, the Owner shall issue payment to the Contractor for the amount of work satisfactorily completed by the Contractor, subject to normal final payment procedures.

Section 30.

Interest of Federal, State, and Local Officials

No member of or Delegate to the Congress of the United States, or Resident Commissioner, and no elected state official or state employee shall share in any proceeds of the Title I Community Development Block Grant referred to in the first "WHEREAS" clause on Page 1 of this Contract, or in any benefit to arise from the same.

No officer or employee of the local jurisdiction or its designees or agents, no member of the governing body, and no other public official of the locality who exercises any function or responsibility with respect to this Contract, during his/her tenure or for one year thereafter, shall have any interest, direct or indirect, in any Contract or subcontract, or the proceeds, thereof, for work to be performed. Further, the Contractor shall cause to be incorporated in all subcontracts the language set forth in this paragraph prohibiting conflict of interest.

Section 31.

Disclaimer

The Contractor and Owner hereby acknowledge that this Contract is solely between the Contractor and Owner and that the local government and its Agency are not parties to this Contract; have no interest in this Contract; and are acting solely as a conduit through which federal funds are made available to private individuals for rehabilitation of the Owner's property; and that the local government and its Agency is not responsible on behalf of either the Owner or Contractor for any actions, causes or actions, suits, dues, sum of money, accounts, variances, damages and liabilities whatsoever both in law and equity or which may result from the existing state of things which have existed or will exist between the Owner and Contractor.

FEDERAL CONTRACT CONDITIONS

Section 32.

Record and Audits

The Contractor shall maintain personnel and financial records adequate to identify and account for all costs pertaining to this Contract. These records shall be retained for three (3) years after the completion of the Contract. Records may be accessed by State, Federal or Agency Auditors or Monitors for the purpose of assessing the Contractor's compliance with equal opportunity requirements and for assuring proper use and accounting of all project funds.

Section 33.

Lead Based Paint

The Contractor shall abide by the federal lead based paint provisions as outlined in the Standard Rehabilitation Specification, Section 15.3.

Section 34.

Civil Rights Act of 1964

No person shall, on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance.

Section 35.

Section 109 of the Housing and  
Community Development Act of 1974

No person in the United States shall, on the grounds of race, color, national origin, 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.

Section 36.

Age Discrimination Act of 1975

No person in the United States shall, on the basis of age, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under, any program or activity receiving Federal financial assistance.

Section 37.

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

- a) The work to be performed under this Contract is on a project assisted under the Small Cities CDBG Program which provides Federal financial assistance from the Department of Housing and Urban Development through the Florida Department of Community Affairs, and 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 requires that to the greatest extent feasible opportunities for training and employment be given lower income residents of the project area and Contracts for work in connection with the project area be awarded to business concerns which are located in, or owned in substantial part by persons residing in the area of the project.
- b) The parties to this Contract will comply with the provisions of said Section 3 and the regulations issued pursuant thereto by the Secretary of Housing and Urban Development set forth in 24 CFR 134, and all applicable rules and orders of the Department issued thereunder prior to the execution of this Contract. The parties to this Contract certify and agree that they are under no contractual or other disability which would prevent them from complying with these requirements.
- c) The Contractor will send to each labor organization or representative of workers with which he has a collective bargaining agreement or other Contract or understanding, if any, a notice advising said labor organization or workers' representative of his commitments under this Section 3 clause and shall post copies of the notice in conspicuous places available to employees and applicants for employment or training.
- d) The Contractor will include this Section 3 clause in every subcontract for work in connection with the project and will, at the direction of the applicant for or recipient of Federal financial assistance, take appropriate action pursuant to the subcontract upon a finding that the subcontractor is in violation of regulations issued by the Secretary of Housing and Urban Development, 24 CFR Part 135. The Contractor will not subcontract with any subcontractor where it has notice or knowledge that the latter has been found in violation of regulations under 24 CFR Part 135 and will not let any subcontract unless the subcontractor has first provided it with a preliminary statement of ability to comply with the requirements of these regulations.

- e) Compliance with the provisions of Section 3, the regulations set forth in 24 CFR Part 135, and all applicable rules and orders of the Department issued hereunder prior to the execution of the Contract, shall be a condition of the Federal financial assistance provided to the project, binding upon the applicant or recipient for such assistance, its successors and assigns. Failure to fulfill these requirements shall subject the applicant or recipient, its Contractors or subcontractors, its successors and assigns to those sanctions specified by the grant or loan agreement or Contract through which Federal assistance is provided, and to such sanctions as are specified by 24 CFR Part 135.

FOR CONTRACTS OF \$10,000 OR LESS

Section 38.

Equal Employment Opportunity

During the performance of this Contract, the Contractor agrees as follows:

- a) The Contractor shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The Contractor shall take affirmative action to ensure that applicants for employment are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, or national origin. Such action shall include, but not be limited to, the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship.
- b) The Contractor shall post in conspicuous places, available to employees and applicants for employment, notices to be provided by Contracting Officer setting forth the provisions of this nondiscrimination clause. The Contractor shall state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, or national origin.
- c) Contractors shall incorporate the foregoing requirements in all subcontracts.

FOR CONTRACTS IN EXCESS OF \$10,000

Section 39.

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

- a) As used in these 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:
- (i) Black (all persons having origins in any of the Black African racial groups not of Hispanic origin);
- (ii) Hispanic (all persons of Mexican, Puerto Rican, Cuban, Central or South American or other Spanish culture or origin, regardless of race);

(iii) Asian and Pacific Islander (all persons having origins in any of the original peoples of the Far East, Southeast Asia, the Indian Subcontinent, or the Pacific Islands); and

(iv) American Indian or Alaskan Native (all persons having origins in any of the original peoples of North America and maintaining identifiable tribal affiliations through membership and participation or community identification).

- 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 such goal under the Plan in each trade in which it has employees. The overall good faith performance by other Contractors or subcontractors toward a goal in an approved Plan does not excuse any covered Contractor's or subcontractor's failure to take good faith efforts to achieve the Plan goals and timetables.
- d) The Contractor shall 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. Covered construction Contractors performing Contracts in geographical areas where they do not have a Federal or Federally-assisted construction Contract shall apply the minority and female goals established for the geographic area where the Contract is being performed. Goals are published periodically in the Federal Register in notice form and such notices may be obtained from any Office of Federal Contract Compliance Programs Order 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, 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 availability of employment opportunities. Trainees must be trained pursuant to training programs approved by the U.S. Department of Labor.
- g) The Contractor shall take specific affirmative actions to ensure equal employment opportunity. The evaluation of the Contractor's compliance with these Specifications shall be based upon its effort to achieve maximum results from its actions. The Contractor shall document these efforts fully, and shall implement affirmative action steps at least as extensive as the following:
- (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 shall specifically ensure that all foremen, superintendents, and other on-site supervisory personnel are aware of and carry out the Contractor's obligation to maintain such a working environment, with specific attention to minority or female individuals working at such sites or in such facilities.

(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 organization's responses.

(3) Maintain a current file of the names, addresses, and telephone numbers of each minority and female off-the-street applicant and minority or female referral from a union, a recruitment source, or community organization and of the action 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 thereof, 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 a minority person or woman sent by the Contractor, or when the Contractor has other information that the union referral process has impeded the Contractor's efforts to meet its obligations.

(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 compiled under g) (2) 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 obligations; by including it in any policy manual and collective bargaining agreement; by publicizing it in the company newspaper, annual report, etc.; by specific review of the policy with all management personnel and with all minority and female employees at least once a year; and by posting the company EEO policy on bulletin boards accessible to all employees at each location where construction work is performed.

(7) Review, at least annually, the company's EEO policy and affirmative action obligations under these Specifications with all employees having any responsibility for hiring, assignment, layoff, termination, or other employment decisions including specific review of these items with on-site supervisory personnel such as Superintendents, General Foremen, etc., prior to the initiation of construction work at any job site. A written record shall be made and maintained identifying the time and place of these meetings, persons attending, subject matter discussed, and disposition of the subject matter.

(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 area and employment needs. Not later than one month prior to the date for the acceptance of applications for apprenticeship or other training by any recruitment source, the Contractor shall send written notification to organizations

such as the above, describing the openings, screening procedures, and tests to be used in the selection process.

(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 shall 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 and performance under the Contractor's EEO policies and affirmative action obligations.

- h) Contractors are encouraged to participate in voluntary associations which assist in fulfilling one or more of their affirmative action obligations (g (1) through (16)). 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 g)(1) through (16) 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 shall not be a defense for the Contractor's non-compliance.
- 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 under utilized).
- j) The Contractor shall not use the goals and timetables or affirmative action standards to discriminate against any person because of race, color, religion, sex, or national origin.
- k) The Contractor shall not enter into any subcontract with any person or firm debarred from Government Contracts pursuant to Executive Order 11246.

- l) The Contractor shall carry out such sanctions and penalties for violation of these Specifications and of the Equal Opportunity Clause, including suspension, termination and cancellation of existing subcontracts as may be imposed or ordered pursuant to Executive Order 11246, as amended, and its implementing regulations, by the Office of Federal Contract Compliance Programs. Any Contractor who fails to carry out such sanctions and penalties shall be in violation of these Specifications and Executive Order 11246, as amended.
- m) The Contractor, in fulfilling its obligations under these Specifications, shall implement specific affirmative action steps, at least as extensive as those standards prescribed in paragraph g) 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 shall proceed in accordance with 41 CFR 60-4.8.
- n) The Contractor shall designate a responsible official to monitor all employment related activity to ensure that the company EEO policy is being carried out, to submit reports relating to the provisions hereof as may be required by the Government, and to keep records. Records shall at least include for each employee, the name, address, telephone numbers, construction trade, union affiliation if any, employee identification number 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 shall be maintained in an easily understandable and retrievable form; however, to the degree that existing records satisfy this requirement, Contractors shall not be required to maintain separate records.
- o) Nothing herein provided shall be construed as a limitation upon the application of other laws which establish different standards of compliance or upon the application of requirements for the hiring of local or other area residents (e.g., those under the Public Works Employment Act of 1977 and the Community Development Block Grant Program).

Section 40.

Notice of Requirement for Affirmative  
Action to Ensure Equal Employment Opportunity  
(Executive Order 11246)

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

Goal for minority participation  
24.3%

Goals for female participation  
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 a geographic area located outside of the covered area, it shall apply the goals established for such geographic area where work is actually performed. With regard to this second area, the Contractor also is subject to the goals for both its Federally involved and non-Federally involved construction.

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

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

Section 41.

Section 202 Equal Opportunity Clause (Executive Order 11246)

During the performance of this Contract, the Contractor agrees as follows:

- a) The Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, or national origin. Such action shall include, but not be limited to, the following: employment, upgrading, demotion, or transfer; recruitment, or recruitment advertising; layoff or termination, rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.
- b) 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.
- c) The Contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other Contract or understanding a notice to be provided by the Contract Compliance Officer advising the said labor union or workers' representatives of the Contractor's commitment under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- d) The Contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
- e) 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 others.
- f) In the event of the Contractor's noncompliance with the nondiscrimination clauses of this Contract or with any of the said 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, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

- g) The Contractor will include the provisions of the sentence immediately preceding paragraph a) and the provisions of paragraphs a) through g) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to Section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The Contractor will take such action with respect to any subcontract or purchase order as the Department 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 Department, the Contractor may request the United States to enter into such litigation to protect the interest of the United States.

Section 42.

#### Certification of Nonsegregated Facilities

By the submission of this bid, the bidder, offeror, applicant or subcontractor certifies that s/he does not maintain or provide for his/her employees any segregated facility at any of his/her establishments, and that s/he does not permit employees to perform their services at any location, under his/her control, where segregated facilities are maintained. S/He certifies further that s/he will not permit employees to perform their services at any location under his/her control where segregated facilities are maintained. The bidder, offeror, applicant or subcontractor agrees that a breach of this certification is a violation of the Equal Opportunity Clause of this Contract. As used in this certification, the term "segregated facilities" means any waiting rooms, work areas, rest rooms and wash rooms, restaurants and other eating areas, time clocks, locker rooms, and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation and housing facilities provided for employees which are segregated on the basis of race, color, religion, or are in fact segregated on the basis of race, color, religion, or otherwise. S/He further agrees that (except where s/he has obtained identical certifications from proposed subcontractors for specific time periods) s/he will obtain identical certification from proposed subcontractors prior to the award of subcontractors exceeding \$10,000 which are not exempt from the provisions of the Equal Opportunity Clause; that s/he will retain such certifications in his/her files; and that s/he will forward the following notice to such proposed subcontractors (except where proposed subcontractors have submitted identical certifications for specific time periods).

Section 43.

#### Construction Industries Recovery Fund

The owner may recover money lost related to performance by the contractor under this contract from the Construction Industries Recovery Fund. The fund can cover losses resulting from specific violations of Florida Law by a State Licensed Contractor. If the owner wishes to file a claim, the owner shall contact the Florida Construction Industry Licensing Board at the following telephone number and address: FCILB, 7960 Arlington Expressway, Suite 300, Jacksonville, Florida 32211-7467, (904) 727-6530.

#### ADDITIONAL CONTRACT PROVISIONS

If this Contract includes additional provisions not included in the General Conditions or Federal Provisions, such additional provisions shall be attached to this Contract prior to its execution by the Contractor and the Owner. If no additional provisions are to be included in this Contract, this Contract shall so state so by having the word "None" written or typed on the following line. None

IN WITNESS WHEREOF, the Contractor has executed this Contract as of the \_\_\_\_\_ day of \_\_\_\_\_, 2017 and the Owner has executed this Contract as of the date above first written.

THIS AGREEMENT REQUIRES TWO WITNESSES OF THE CONTRACTOR'S SIGNATURE TO COUNTERSIGN OR A NOTARIZATION OF THE CONTRACTOR'S SIGNATURE:

\_\_\_\_\_  
Witness #1                      Witness #2                      Contractors signature                      License Number(s)

OR NOTARY:

Subscribed and sworn before me this \_\_\_\_\_ day of \_\_\_\_\_, 2017

\_\_\_\_\_  
Notary Public

\_\_\_\_\_  
Print Name

Personally Known \_\_\_\_\_  
Produced Identification \_\_\_\_\_

\_\_\_\_\_  
Type of ID

THIS AGREEMENT REQUIRES TWO WITNESSES OF THE OWNER'S OR OWNERS' SIGNATURE(S) TO COUNTERSIGN OR A NOTARIZATION OF THE OWNER'S OR OWNERS' SIGNATURE(S).

\_\_\_\_\_  
Witness #1                      Witness #2                      Owner Signature

\_\_\_\_\_  
Witness #1                      Witness #2                      Co-Owner Signature

OR NOTARY:

Subscribed and sworn before me this 12th day of January, 2017.

\_\_\_\_\_  
Notary Public

James F. Moseley  
Print Name

Personally Known X  
Produced Identification \_\_\_\_\_

\_\_\_\_\_  
Type of ID

Agreement approved by the Housing Rehabilitation Specialist – By: \_\_\_\_\_