

**AGREEMENT FOR
Resilient SRQ (CDBG-DR) Implementation of Housing
Rehabilitation/Reconstruction Program and System of Record**

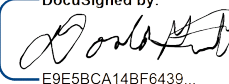
THIS AGREEMENT is made and entered into as of the date of execution by both parties, by and between **Sarasota County**, a political subdivision of the State of Florida, hereinafter referred to as the "County" and **DSW Homes, LLC**, a Texas limited liability company authorized to do business in the State of Florida, hereinafter referred to as "Consultant." For purposes of this Agreement, the terms "Vendor," "Contractor," and "Consultant" shall be interchangeable and the terms "Contract" and "Agreement" shall be interchangeable.

This Agreement, including its Exhibits A, B, C, D, E, and F attached hereto, Solicitation RFP #242525MN and County Purchase Orders, all incorporated herein, represent the entire agreement between Consultant and County with respect to the subject matter hereof and supersedes all prior agreements, negotiations, or understandings between the parties in any way relating to the subject matter of this Agreement.

Consultant and County acknowledge having read and understood this Agreement and hereby agree to be bound by its terms and conditions.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date last below written.


DSW HOMES, LLC

DocuSigned by:
BY: 
E9E5BCA14BF6439...
CEO

03-26-2024


SARASOTA COUNTY

BOARD OF COUNTY COMMISSIONERS
OF SARASOTA COUNTY, FLORIDA

BY: 
3/29/2024
Jonathan R. Lewis
County Administrator

*Executed by the County Administrator
pursuant to Resolution No. 2023-142*

Approved as to form and correctness:

BY: 
County Attorney RWF

Terms and Conditions

WITNESSETH

WHEREAS, the County issued Resilient SRQ (CDBG-DR) Implementation of Housing Rehabilitation/Reconstruction Program and System of Record Solicitation Request for Proposals (RFP) #242525MN on November 9, 2023; and,

WHEREAS, the County evaluated the proposals received and found the Consultant qualified to perform the necessary consulting services; and

WHEREAS, the County issued a Notice of Recommended Award on January 17, 2024; and

WHEREAS, the Consultant has reviewed the consulting services required pursuant to the Agreement and is qualified, willing, and able to provide and perform all such services in accordance with its terms.

NOW, THEREFORE, the County and the Consultant, in consideration of the mutual covenants contained herein, agree as follows:

I. CONSULTANT'S SERVICES

The Consultant agrees to diligently provide all implementation services for the County's Community Development Block Grant – Disaster Recovery (CDBG-DR) grant funded housing program ("Project") and to perform such services in accordance with the Scope of Services, attached as Exhibit A, and Task Orders, attached as Exhibit B, and Grant Contract Provisions, attached as Exhibit E, all of which are incorporated herein.

II. TERM

- A. This Agreement shall commence immediately upon the execution by the parties and shall continue for a period of three (3) years. Notwithstanding the preceding sentence, the Consultant shall perform no work under this Agreement until receipt of a Purchase Order issued by the County.
- B. The Agreement may be renewed for up to three (3) additional one-year periods subject to written agreement of both parties.

III. COMPENSATION AND PAYMENT OF CONSULTANT'S SERVICE

- A. The County shall pay the Consultant for the services rendered hereunder and completed in accordance with the terms and conditions of this Agreement an amount not to exceed Six Million Dollars and Zero Cents (\$6,000,000.00) for the term, inclusive of any renewals, and inclusive of reimbursement of expenses.

- B. Consultant acknowledges and agrees that no minimum amount of work is guaranteed under this Agreement and County may elect to issue no purchase orders. If a purchase order is issued, the County reserves the right to amend, reduce or cancel the purchase order in its sole discretion.
- C. The County's performance and obligation to pay under this Agreement is contingent upon an appropriation by the Board of County Commissioners. The County shall promptly notify the Consultant if the necessary appropriation is not made.

IV. METHOD OF PAYMENT

- A. The County shall pay the Consultant through payment issued by the Clerk of the Circuit Court in accordance with the Local Government Prompt Payment Act, §218.70, et seq. F.S., upon receipt of the Consultant's invoice and written approval of same by the County's Administrative Agent indicating that services have been rendered in conformity with this Agreement.
- B. The Consultant shall submit an invoice for payment to the County to the address indicated on the purchase order. The County shall make payment as specified in Exhibit C, Fee Schedule, attached hereto and incorporated herein.
- C. The Consultant's invoices shall be in a form satisfactory to the Clerk of the Circuit Court, who shall initiate disbursements. The Consultant is responsible for providing all necessary documentation that may be required by the County.

V. ADDITIONAL SERVICES

- A. No changes to this Agreement or the performance contemplated hereunder shall be made unless the same are in writing and signed by both the Consultant and the County.
- B. If the County's Administrative Agent requires the Consultant to perform additional services related to this Agreement then the Consultant shall be entitled to additional compensation based on the Fee Schedule as amended to the extent necessary to accommodate such additional work. The additional compensation shall be agreed upon before commencement of any additional services or changes and shall be incorporated into this Agreement by written amendment. The County shall not pay for any additional service or work performed before a written amendment to this Agreement. Notwithstanding the preceding, in the event additional services are required as a result of error, omission or negligence of the Consultant, the Consultant shall not be entitled to additional compensation.

VI. LIABILITY OF CONSULTANT

- A. The Consultant shall save, defend, indemnify, and hold harmless the County from and against any and all claims, actions, damages, fees, fines, penalties, defense costs, suits, or liabilities which may arise out of any act, neglect, error, omission, or default of the Consultant arising out of or in any way connected with the Consultant or subcontractor's performance or failure to perform under the terms of this Agreement.
- B. This section of the Agreement will survive the expiration or termination of the Agreement.

VII. CONSULTANT'S INSURANCE

Consultant shall procure and maintain insurance as specified in Exhibit D, Insurance Requirements, attached hereto and made a part of this Agreement.

VIII. RESPONSIBILITIES OF THE CONSULTANT

- A. Consultant acknowledges that it is familiar with the requirements of Exhibit A, Scope of Services, and Exhibit E, Grant Contract Provisions, and that it will perform the services as required and as incorporated herein.
- B. The Consultant agrees to respond to communication from the County within three working days unless a shorter response time is specified by the County.
- C. The Consultant shall be responsible for the professional quality, technical accuracy, and the coordination of all reports, designs, specifications, other documents and data used or produced by or at the behest of the Consultant under this Agreement. The Consultant shall, without additional compensation, correct or revise any errors or deficiencies in its reports, designs, specifications, other documents and data.
- D. The Consultant warrants that it has not employed or retained any company or person (other than a bona fide employee working solely for the Consultant), to solicit or secure this Agreement and that it has not paid or agreed to pay any person, company, corporation, individual, or firm other than a bona fide employee working solely for the Consultant, any fee, commission, percentage, gift, or any other consideration, contingent upon or resulting from the award of this Agreement.
- E. The Consultant agrees that it and its employees shall communicate with County employees and members of the public in a civil manner. All aspects of a Consultant's performance, including complaints received from County employees or members of the public, may impact the County's decision to renew or terminate the contract in accordance with the provisions contained herein. The County further reserves the right to suspend or debar the

Consultant from consideration for award of future contracts in accordance with the Sarasota County Procurement Code if the Consultant does not abide by the terms of this subsection.

- F. The Consultant covenants and agrees that it and its employees shall be bound by the Ethical Standards as set forth in the Sarasota County Procurement Manual. The Consultant agrees to incorporate the provisions of this paragraph in any subcontract into which it might enter with reference to the work performed.
- G. Pursuant to §287.133(2)(a), F.S., a person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity in excess of the threshold amount provided in §287.017 for CATEGORY TWO for a period of 36 months following the date of being placed on the convicted vendor list.
- H. The Consultant shall comply with all federal, state, and local laws, regulations and ordinances applicable to the work or payment for work thereof, and shall not discriminate on the grounds of race, color, religion, sex, or national origin in the performance of work under this Agreement.
- I. The Consultant shall maintain books, records, documents, and other evidence directly pertaining to or connected with the services under this Agreement which shall be available and accessible at the Consultant's offices for the purpose of inspection, audit, and copying during normal business hours by the County, or any of its authorized representatives. Such records shall be retained for a minimum of five (5) fiscal years (from October to September) after completion of the services.
- J. The Consultant shall notify the County's Administrative Agent at least one (1) day in advance of any meeting between the Consultant and any County Commissioner, regulatory agency or private citizen relating to this Agreement.
- K. The Consultant is, and shall be, in the performance of all work, services, and activities under this Agreement, an independent contractor. The Consultant is not an employee, agent, or servant of the County and shall not represent itself as such. All persons engaged in any work or services performed pursuant to this Agreement shall at all times, and in all places, be subject to the Consultant's sole direction, supervision, and control. The Consultant shall exercise control over the means and manner in which it

and its employees perform the work, and in all aspects the Consultant's relationship and the relationship of its employees to the County shall be that of an independent contractor and not as employees of the County. The Consultant shall be solely responsible for providing benefits and insurance to its employees.

IX. OWNERSHIP, USE AND FORMATTING OF WORK PRODUCTS

- A. It is understood and agreed that the work products, including reports, designs, specifications, other documents and data developed by the Consultant in connection with its services shall be delivered to, and shall become the property of the County upon acceptance by the County. The Consultant hereby assigns all its copyright and other proprietary interests in the products of this Agreement to the County. Specific written authority is required from the County's Administrative Agent for the Consultant to use any of the work products of this Agreement on any non-County project.
- B. Notwithstanding the above, any reuse of the work products by the County on other projects will be at the risk of the County.
- C. The County records all land related changes and/or activities in a Geographic Information System (GIS), the applicable version of which shall be provided by the County's Administrative Agent. Therefore, all GIS or Computer Aided Drafting (CAD) formatted data created or modified in support of a project will be provided to the County as a project deliverable for inclusion into the County's GIS, at no additional cost. GIS data files submitted in support of a project must adhere to County GIS Standards, and CAD drawings submitted must adhere to County CAD standards.
- D. Computer systems and databases used for providing the documents necessary to this Agreement shall be compatible with existing County systems. The County operates on a Packetlight Layer 1 optical network. The Layer 2 and Layer 3 ethernet network utilizes Cisco equipment. The County's network is positioned behind a CheckPoint firewall. County PCs run the latest version of the Windows operating system and Windows-compatible software. The County's Wi-Fi network is Cisco-based. Additional details regarding County technology and systems may be obtained by contacting the County's Office of Enterprise Information Technology.

X. FORCE MAJEURE; PERFORMANCE OF CONSULTANT'S PERSONNEL

- A. Time is of the essence in the performance of this Agreement. The Consultant specifically agrees that all work performed under the terms and conditions of this Agreement shall be completed within the time limits as set forth in this Agreement, subject only to delays caused by force majeure. "Force majeure" shall be deemed to be any cause affecting the performance of this Agreement arising from or attributable to acts, events, omissions or accidents beyond the reasonable control of the parties.

- B. The Consultant shall ensure that all key personnel, support personnel, and other agents are fully qualified and capable to perform their assigned tasks. Any change or substitution to the Consultant's key personnel must receive the County's approval as described in the Scope of Work before said changes or substitution can become effective.

XI. OBLIGATIONS OF COUNTY

- A. The County's Administrative Agent is designated to do all things necessary to properly administer the terms and conditions of this Agreement, including, but not limited to:
 - 1. Review of all Consultant payment requests for approval or rejection.
 - 2. Periodic reviews of the work of the Consultant as necessary for the completion of the Consultant's services during the period of this Agreement.
- B. The County shall not provide any services to the Consultant in connection with any claim brought on behalf of or against the Consultant.

XII. TERMINATION

- A. The County shall have the right at any time upon written notice to the Vendor to terminate the purchase of any products not yet supplied by the date of the notice. In that event, the County shall, upon receipt of the written notice, pay to the Vendor and the Vendor shall accept as full payment, a sum of money equal to (1) the fee for each properly delivered product, plus (2) the actual amount of any true and documented costs Vendor incurs as a direct result of the termination, less (3) all previous payments made in accordance with Section III.
- B. The County shall have the right at any time upon thirty (30) calendar days' written notice to the Vendor to terminate the services of the Vendor. The County shall pay to the Vendor and the Vendor shall accept as full payment for its services, a sum of money equal to the work completed in any commenced but incomplete services.
- C. Any failure of the Vendor to satisfy the requirements of this Agreement, as documented by the Administrative Agent, shall be considered a default of the Agreement and sufficient reason for termination.
 - 1. For defaults that are curable (as determined by the County), the Vendor shall be notified in writing by the County and shall have an opportunity to cure such default within ten (10) working days after notification.
 - 2. For defaults that are not curable (as determined by the County), notice

of the termination date shall be given as deemed appropriate by the County.

- D. In the event the County's termination of this Agreement for default is in any way deficient, at the option of the County such termination shall be deemed to be a termination for convenience pursuant to this section.
- E. The parties may mutually agree to terminate this Agreement. Such termination shall be evidenced by a notice issued by the County. The County shall pay to the Vendor and the Vendor shall accept as full payment for its services, a sum of money equal to the work completed in any commenced but incomplete services.
- F. In the event that the Vendor has abandoned performance under this Agreement, then the County may terminate this Agreement upon three (3) calendar days' written notice to the Vendor indicating its intention to do so. Payment for products supplied and services performed prior to the Vendor's abandonment shall be as stated above. Vendor shall have one hundred and eighty (180) days to submit invoices. Invoices submitted after one hundred and eighty (180) days may not be accepted for payment.
- G. The Vendor shall have the right to terminate this Agreement only in the event of the County failing to pay the Vendor's properly documented and submitted invoice within ninety (90) calendar days of the approval by the County's Administrative Agent.
- H. The County reserves the right to terminate and cancel this Agreement in the event the Vendor shall be placed in either voluntary or involuntary bankruptcy or an assignment be made for the benefit of creditors.
- I. After consultation with and written notice to the Vendor providing a reasonable opportunity to cure, the County shall have the right to refuse to make payment, in whole or part, due to:
 - 1. The quality of a portion, or all, of the Vendor's product or service not conforming to the requirements of this Agreement or other reasonable standard of quality;
 - 2. The Vendor's inability to complete delivery or performance of all products and services specified hereunder;
 - 3. The Vendor's failure to use the Agreement funds, previously paid the Vendor by the County, to pay Vendor's project-related obligations including, but not limited to, subcontractors, laborers and material and equipment suppliers;
 - 4. Claims made, or likely to be made, against the County, or its property;

5. Damages to the County or a third party caused by the Vendor;
 6. The Vendor's failure or refusal to perform any other obligation under this Agreement after written notice and a reasonable opportunity to cure as set forth above.
- J. The County reserves the right to require Vendor to repay amounts previously paid by the County to the Vendor for any funds that HUD deems as having been spent for ineligible activities and the Vendor shall comply with such demand within sixty (60) days.
- K. The County's rights under this Agreement shall survive the termination or expiration of this Agreement and are not waived by final payment or acceptance and are in addition to the Vendor's obligations under this Agreement.

XIII. STOP WORK ORDER

The County's Administrative Agent, may at any time, by written order to the Consultant, require the Consultant to stop all or any part of the work called for by this Agreement. Any order shall be identified specifically as a stop work order issued pursuant to this clause. This order shall be effective as of the date the order is delivered to the Consultant. Upon receipt of such an order, the Consultant shall immediately comply with its terms and take all reasonable steps to minimize the incurrence of costs allocable to the work covered by the order during the period of work stoppage. The Consultant shall not resume work unless specifically so directed in writing by the County. Before the stop work order expires unless it is extended, the Administrative Agent shall take one of the following actions:

1. Cancel the stop work order; or
2. Terminate the work covered by the order; or
3. Terminate the Agreement in accordance with provisions contained in Section XII. A.

In the event the County determines to not direct the Consultant to resume work, the stop work order may be converted into a notice of termination for convenience pursuant to Section XII.A. The notice period for such termination shall be deemed to commence on the date of issuance of the stop work order. In the event the County does not direct the Consultant to resume work within ninety (90) days, the Consultant may terminate this Agreement.

XIV. DISPUTE RESOLUTION

- A. To the extent Chapter 558, F.S. is applicable, the parties expressly opt out of the requirements of Chapter 558, F.S., within the meaning of §558.005(1), F.S.
- B. In the event of a dispute or claim arising out of this Agreement, the parties agree first to try in good faith to settle the dispute by direct discussion. If this is unsuccessful, the parties may enter into mediation in Sarasota County, Florida, with the parties sharing equally in the cost of such mediation.
- C. In the event mediation, if attempted, is unsuccessful in resolving a dispute, the parties may proceed to litigation as set forth below.
- D. Any dispute, action or proceeding arising out of or related to this Agreement will be exclusively commenced in the state courts of Sarasota County, Florida, or where proper subject matter jurisdiction exists in the United States District Court for the Middle District of Florida. Each party irrevocably submits and waives any objections to the exclusive personal jurisdiction and venue of such courts, including any objection based on forum non conveniens.
- E. The parties agree to waive all rights to trial by jury for any litigation undertaken concerning this Agreement.
- F. This Agreement and the rights and obligations of the parties shall be governed by the laws of the State of Florida without regard to its conflict of laws principles.
- G. Unless otherwise agreed in writing, the Vendor shall be required to continue its services and all other obligations under this Agreement during the pendency of claim or dispute including, but not limited to, actual period of mediation or judicial proceedings.

XV. NOTICES

- A. Any notices of default or termination shall be sufficient if sent by parties via United States Certified mail, postage paid, or via nationally recognized delivery service, to the address listed below:

Consultant’s Representative:

County’s Administrative Agent:

Name: Donald Gerratt
 Title: CEO
 Address: 1650 East Winding Way

Name: Laurel Varnell
 Title: Manager II
 Address: 1660 Ringling Blvd.

	Friendswood, TX 77546		Sarasota, FL 34236
Telephone:	409-338-6289	Telephone:	941-725-6855
E-mail:	Donald.Gerratt@dswhomes.com	E-Mail:	lvarnell@scgov.net

B. Any change in the County's Administrative Agent or the Consultant's Representative will be promptly communicated by the party making the change.

XVI. SCRUTINIZED COMPANIES

§287.135, F.S., prohibits agencies from contracting with companies for goods or services that are on the Scrutinized Companies that Boycott Israel List, or with companies that are engaged in a boycott of Israel, and from contracting with companies for goods or services of \$1,000,000 or more that are on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or are engaged in business operations in Cuba or Syria. The lists are created pursuant to §215.473 and §215.4725, F.S. Consultant certifies that it is not listed on the Scrutinized Companies that Boycott Israel List, the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, and is not engaged in a boycott of Israel or engaged in business operations in Cuba or Syria, and understands that pursuant to §287.135, F.S., the submission of a false certification may subject Consultant to civil penalties, attorney's fees, and/or costs. In accordance with §287.135, F.S., the County may terminate this Agreement if a false certification has been made, or the Consultant is subsequently placed on any of these lists, or engages in a boycott of Israel or is engaged in business operations in Cuba or Syria.

XVII. PUBLIC RECORDS

IF THE CONSULTANT HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONSULTANT'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT:

**Sarasota County
Public Records office
1660 Ringling Blvd.
Sarasota, FL 34236**

Phone: 941-861-5886

Email: publicrecords@scgov.net

XVIII. MISCELLANEOUS

- A. This Agreement constitutes the sole and complete understanding between the parties and supersedes all agreements between them, whether oral or written with respect to the subject matter. No Amendment, change or addendum to this Agreement is enforceable unless agreed to in writing by both parties and incorporated into this Agreement.
- B. The language of this Agreement shall be construed, in all cases, according to its fair meaning and not for or against any party hereto.
- C. The parties hereto do not intend nor shall this Agreement be construed to grant any rights, privileges or interest to any third party.
- D. The rights and remedies of the County provided for under this Agreement are in addition to any other rights and remedies provided by law.
- E. If the Consultant is comprised of more than one legal entity, each entity shall be jointly and severally liable hereunder.
- F. The Consultant shall not assign any interest in this Agreement and shall not transfer any interest in same (whether by assignment or novation) without the prior written consent of the County, except that claims for the money due or to become due the Consultant from the County under this Agreement may be assigned to a financial institution or to a trustee in bankruptcy without such approval from the County. Notice of any such transfer or assignment due to bankruptcy shall be promptly given to the County.
- G. The exercise by either party of any rights or remedies provided herein shall not constitute a waiver of any other rights or remedies available under this Agreement or any applicable law.
- H. If any term, condition, or covenant of this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions of this Agreement shall be valid and binding on each party.
- I. The parties covenant and agree that each is duly authorized to enter into and perform this Agreement and those executing this Agreement have all requisite power and authority to bind the parties.
- J. Neither the County's review, approval or acceptance of, nor payment for, the services required under this Agreement shall be construed to operate as a waiver of any rights under this Agreement or of any cause of action arising out of the performance of this Agreement.

- K. Paragraph headings are for the convenience of the parties and for reference purposes only and shall be given no legal effect.
- L. The solicitation and all attachments and addenda thereto are hereby incorporated in the Agreement by reference.
- M. In the event of conflicts or inconsistencies, the documents shall be given precedence in the following order:
 - 1. Agreement
 - 2. Request for Proposal
 - 3. County's Purchase Order

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EXHIBIT A SCOPE OF SERVICES

I. Overview

Sarasota County's ("County") Resilient SRQ Program ("Program") needs an Implementation Vendor ("Consultant") capable of implementing and administering a complex housing rehabilitation and reconstruction program for damage suffered in Sarasota County from Hurricane Ian in September 2022. The Program is funded by a U.S. Department of Housing and Urban Development (HUD) Community Development Block Grant - Disaster Recovery (CDBG-DR). The Consultant shall be capable of maintaining high quality construction standards in addition to excellent customer service standards while maintaining compliance with all applicable laws, regulations, ordinances, and HUD grant requirements.

II. County Responsibilities

A. The County will be responsible for the following tasks:

1. Developing application and eligibility criteria for homeowners,
2. Performing initial homeowner application review for compliance with Program eligibility,
3. Overseeing execution of agreements with homeowners,
4. Providing case management throughout the construction process,
5. Administering Homeowner Reimbursement program in coordination with Consultant.

B. The County will engage a separate program management consultant who will be responsible for the following tasks:

1. Damage inspection and verification
2. Progress inspection of housing rehabilitation/reconstruction contractors
3. Environmental review and compliance
4. Compliance with CDBG-DR grant, HUD, and County policies
5. Scope development for housing rehabilitation and reconstruction services
6. Program monitoring
7. Duplication of Benefits calculations
8. Ongoing management and consultant support services as Programs are further developed and implemented

III. Consultant Responsibilities

A. Consultant shall provide:

1. Quality and timely construction management services for disaster housing recovery assistance,
2. Design plans for 2-, 3-, and 4-bedroom homes,
3. Design(s) for the repair or replacement of Manufactured Housing Units

EXHIBIT A SCOPE OF SERVICES

- (MHUs),
4. Design(s) for the repair or construction of brick/block built or modular homes,
 5. Progress inspections and payments to subcontractors,
 6. Final inspection,
 7. Certificates of occupancy,
 8. Completion of the close-out process for each project.
- B. Consultant shall secure and deploy sufficient construction and administrative resources to perform the following:
1. Procure, in accordance with 2 C.F.R. Part 200, and manage licensed Florida contractors to conduct the construction, repair, replacement, and/or reconstruction of homes damaged by Hurricane Ian;
 2. Validate contractors are licensed Florida contractors prior to contract execution. The County reserves the right to review any license upon request;
 3. Develop and implement a performance rating system for assigning work to contractors;
 4. Repair or replace MHUs;
 5. Repair traditional stick built or brick/block and mortar homes and repair modular homes;
 6. Construct new brick/block or modular homes which meet Resilient SRQ's minimum design and housing quality standards specifications;
 7. Coordinate the timely move in/move out dates and times with applicants whose homes are being repaired or replaced;
 8. Coordinate on-site storage units for an applicant's possessions during the time their home is being repaired;
 9. If applicable, perform demolition of all structures and impermeable surfaces for properties identified in the County's buyout program; and,
 10. Coordinate a timeline and fiscal projections for the Project to ensure compliance with grant expenditure within five (5) years of Agreement execution with the County.
- C. Consultant and its subcontractors shall follow the directives set forth in the HUD CDBG-DR grant for Hurricane Ian, 88 FR 32046 (<https://www.federalregister.gov/documents/2023/05/18/2023-10598/allocations-for-community-development-block-grant-disaster-recovery-and-implementation-of-the>) and in the Resilient SRQ Hurricane Ian Disaster Recovery Action plan, available at www.scgov.net/ResilientSRQ.
1. This plan may be modified as necessary.
 2. The Contractor must expand operations as needed in the event additional

EXHIBIT A SCOPE OF SERVICES

funding is granted by HUD for CDBG-DR relief for Hurricane Ian.

- D. Consultant shall review the initial damage inspection and repair estimate analysis on each home to establish the home's relative value to determine if it should be replaced/rebuilt or rehabilitated in accordance with established policies. It is imperative that Consultant's analysis of the damage assessments and cost of repair estimates are accurate to avoid and minimize change orders.
- E. Consultant shall provide detailed information on how disallowed costs will be handled and addressed during this contract.
- F. Consultant shall reimburse County for any funds that HUD deems as having been spent for ineligible activities.
- G. If HUD deems funds have been spent for ineligible activity delivery costs and such costs relate to activities of County's employees, Consultant shall not be responsible for reimbursing the County for these costs.
- H. Consultant shall provide a minimum of one executive briefing per week to the County, which outlines all work to date, all work in progress, and all work planned both in the near term and long term. The briefing shall include an update of the project timeline and spending.

IV. Building Designs

Consultant shall provide a set of standard house construction plans and elevations which will be utilized by all general contractors in the program. The plan sets will include:

- A. Two (2) options each for:
 - a. Two (2) bedroom, two (2) bathroom model
 - b. Three (3) bedroom, two (2) bathroom model
 - c. Four (4) bedroom, two (2) bathroom model
- B. Each plan set shall provide a handicapped accessible/wheelchair friendly version with the ability to modify for additional accessibility and site limitations.
- C. Additional basic requirements shall be provided by the County.
- D. All plan sets shall be approved by the County prior to procuring construction contractors. Plans must follow state and local building codes and must demonstrate cost reasonableness.

V. Personnel

- A. Consultant shall be responsible for employing sufficient and qualified personnel to complete the Program. Key staff, including the Project Manager assigned by the Consultant, shall be available to the County based on assigned work. County staff will not be available on County observed Holidays or closures.

EXHIBIT A SCOPE OF SERVICES

Consultant shall ensure that all personnel, including but not limited to contractors' field superintendents and those personnel involved in the preparation of contract management or change orders, are knowledgeable and shall enforce program housing quality standards and housing policies, including but not limited to mobile home installation standards, mold remediation, lead based paint, asbestos, floodplain elevation requirements, etc.

- B. Consultant shall ensure that all personnel (from prime to all employees and/or subcontractors associated with the contract) provide identification while on jobsite(s). Requirements for identification will be provided by the County.
- C. Throughout the term of the Agreement and any renewals, the Consultant shall provide and keep current an organizational chart and supervisory hierarchy to ensure adequate staffing levels, staff oversight, and accountability. The Consultant shall designate a primary manager who will maintain frequent communication with the County's contract manager, which may include a standing weekly meeting.
- D. Consultant shall not substitute key personnel assigned to the performance of this Agreement without prior written approval by the County. Consultant shall notify the County's contract manager of any desired substitution, including the name(s), resumes, and references of Consultant's recommended substitute personnel. The County will approve or disapprove the requested substitution in a timely manner. The County may, in its sole discretion, direct the Consultant to terminate the services of any person providing services under the Agreement. Upon such termination, the County may request acceptable substitute personnel or terminate the specific services provided by such personnel.
- E. Consultant shall monitor, audit, and train its staff on the authorized sharing of personally identifiable information (PII) or other project sensitive data and the consequences of unauthorized use or sharing of such data.
- F. The County will not pay for relocation or housing, but may consider, on a case by case basis, reimbursement for travel expenses that are necessary to complete deliverables under the contract. Any payment of travel reimbursement requests shall be in accordance with the County's Travel Policy and Section 112.061, Florida Statutes.

VI. Location of Work

- A. The County reserves the right to require the Consultant, Consultant's employees, subconsultants and/ or subcontractors be available to work onsite when conditions, activities, and implementation of the Program are more conducive to being in-person. The location in Sarasota shall be designated by the County.
- B. On-site work will take place in facilities within Sarasota County, Florida. Exact work locations are to be determined, and some staff positions may require travel within the County for meetings and program oversight.

**EXHIBIT A
SCOPE OF SERVICES**

C. Generally, personnel provided by the Consultant shall work no more than 40 hours per week each.

VII. Records and Auditing

A. Consultant shall comply with all CDBG-DR regulations, as well as any applicable federal, state, and local requirements.

B. Consultant shall maintain all records and, as applicable, ensure they are entered into the Program's System of Record (SOR).

C. Consultant's Project Manager shall provide all required reporting to the County's Program Manager and/or designee and will make all relevant personnel information, files, and other pertinent information available to the County (and/or to the Federal government) at any time during the duration of the Agreement.

The County has the right to audit all aspects of the recovery program, including but not limited to all aspects of contracting, subcontracting, material purchases, equipment purchases, labor or employment costs, and the purchase of ancillary services. The County has the right to request all eligibility or construction project documents in connection with this right to audit.

D. Consultant shall provide final grant close out procedures and a plan for the Consultant and the County to exchange all grant, construction, case management and other programmatic files, whether paper or electronic copies, in order to meet HUD, Federal, and Program document retention requirements.

VIII. Information System and Computer Equipment

A. The Consultant shall be required to collaborate with the County's SOR. Consultant shall ensure the SOR is updated with end-to-end documentation for all individual housing projects.

B. The Consultant shall ensure the SOR is updated with end-to-end documentation for all individual housing projects. The County must be able to retain use for the full records retention period required by law.

C. The County will provide an internet connection for use by the Consultant's onsite personnel. The County reserves the right to perform a security scan of any Consultant computer equipment that is approved for access to the County network.

IX. Data Ownership

A. The County is, and shall remain at all times, the sole owner of all data and documents affiliated with County work.

B. The Consultant acknowledges that the County has all right, title, or other ownership interest in all County documents and work products.

X. Construction Standards

A. Consultant shall comply with all construction standards required by the CDBG-

EXHIBIT A SCOPE OF SERVICES

DR grant including housing quality standards and energy efficiency standards as set forth in 88 FR 32046.

- B. Consultant shall ensure the following construction standards are followed by all contractors and subcontractors:
 - 1. All construction meets Florida building codes along and with local established codes and policies;
 - 2. All work performed meets accepted construction standards as described in 88 FR 32046
- C. Consultant shall conduct progress and final inspections and approve and make timely payments to subcontractors accordingly.
- D. Consultant shall ensure compliance with all Federal, State, local, and Program environmental requirements and standards and shall follow all established environmental standards during all work for the duration of the Agreement.
- E. The County or their program management consultant will conduct a tiered environmental approach to the housing recovery projects.
- F. The County or their program management consultant will conduct a county-wide environmental assessment prior to any work being conducted. Subsequent tiered assessments will be conducted by either the County or their vendor(s).
- G. Consultant shall ensure that all new MHUs installed, or new modular or new brick/block built homes built as a part of this program, comply with all local zoning and land development regulations (minimum building area, setbacks, etc.) and the Florida Building Code (FBC).
- H. Consultant shall provide all necessary elevation certificates where required in Special Flood Hazard Areas and as determined by the authority having jurisdiction.
- I. Consultant shall conduct site reconnaissance in accordance with established policies, to be established by the County at a later date, and coordinate with eligible applicants. Consultant shall provide reasonable notice to homeowner in advance of arrival.
- J. Consultant shall follow established processes as agreed upon by Consultant and County for all homes scheduled for demolition and dispose of mobile homes, all demolition/construction debris and/or hazardous materials in accordance with all Program, and Federal guidelines, and local regulations, and ordinances.
- K. The Program will control the intake and documentation of warranty calls, however, Consultant shall be responsible for ensuring the satisfaction of warranty obligations. While the Consultant's general contractors (GC) shall be responsible for satisfying warranty obligations, if the GC fails to do so, the Consultant shall be responsible.

EXHIBIT A SCOPE OF SERVICES

XI. Manufactured Housing Units

- A. Consultant shall conduct cost comparisons for each type of MHU or modular home that will be utilized in the program. The cost comparisons shall be sought from at least three (3) MHU manufacturers. If the lowest cost manufacturer is not selected, the Consultant shall provide its selection justification, and all cost comparison documents from all manufacturers shall be made available to the County. MHU models and floorplans must be approved by the County prior to purchase and installation.
- B. Consultant shall handle title registration with the Florida Department of Motor Vehicles for newly installed manufactured housing units and title retirement for manufactured housing units demolished as part of the program.

XII. Pricing

A. Reconstruction and MHU Replacement Projects

- 1. The Program will pay for new brick/block homes and MHU replacements at a reasonable fixed price.
- 2. Fixed price projects shall be inclusive of all goods and services to rebuild or replace the home including, but not limited to, demolition, permitting, construction, and ADA compliance.

B. Rehabilitation Projects

- 1. Consultant shall develop a Bid Book containing base materials and pricing for all anticipated rehabilitation project needs. The Bid Book shall be used to establish reimbursement for all rehabilitation projects.
- 2. The Bid Book shall be approved by the County prior to use in approved projects.
- 3. The Bid Book shall be reevaluated quarterly or at the County's request to ensure cost reasonableness.

C. The County will retain five percent (5%) of each project cost in accordance with Florida Statutes Section 255.077 until outstanding project requirements are completed. The County will develop a process to determine the "punch-list" items that must be completed prior to release of retainage in accordance with Florida Statutes Section 255.078.

D. Consultant shall ensure that any warranties for a project are assigned to the homeowner prior to completion of the project.

XIII. Contract Management

- A. Consultant shall create and maintain all contracts with GCs and subcontractors, including any necessary change orders to contracts. The scope of work for each project will be provided by the County, or County's program management consultant, to the Consultant.
- B. Consultant shall develop a process and scoring system for assigning work to construction contractors. This process should include a method to reward high

EXHIBIT A SCOPE OF SERVICES

performing contractors with additional projects. Process must be approved by the County prior to implementation.

- C. The County reserves the right to review and disqualify contractors who do not provide a satisfactory quality of work, as determined by the County.
- D. Consultant contracts with GCs may be subject to review by the County and shall be made available to the County upon request.

XIV. Critical Information Requirements

Consultant shall notify the County as soon as possible if any of the following occur:

- A. Any injury associated with the Program resulting in immediate movement to a hospital or clinic for further treatment;
- B. Any vehicle accident while engaged in work for the County.
- C. Evidence that a citizen has perpetrated a fraud against the Program.
- D. Any citizen's fraud complaint lodged against either the County, the Program, the Consultant, GC, or subcontractors associated with the program
- E. Any complaint by any person regarding harassment or discriminatory conduct by an individual working on the Program or discriminatory practices of any aspect of the Program or operation.
- F. Any loss, potential loss, or unauthorized disclosure of citizen PII in any form including paper or electronic loss and/or the loss of a computer containing PII.
- G. Any allegation that the Consultant, its contractors, or sub- contractors have committed a crime while performing their work.
- H. Information that an applicant is living in unsafe conditions.
- I. Any home turned over to a client by a general contractor prior to a required governmental final inspection.
- J. Any instance in which a subcontractor places a construction lien on an applicant's home in the program.

EXHIBIT A
SCOPE OF SERVICES

XV. Timeline of Tasks

- A. Consultant shall be responsible for the implementation of individual housing projects in collaboration with County personnel and the program management consultant leading the CDBG-DR program. This shall include, but not be limited to, the Tasks described herein. However, the Task descriptions are not intended to be an exhaustive list of activities necessary to complete the objectives of the work; the precise activities and duties performed may vary depending on the County's needs as the program and the projects thereunder progress. Each task shall be assigned through use of a Task Order that will authorize the work. No work is authorized under the contract until execution of a Task Order by both parties.
- B. A kickoff meeting with the Consultant is expected to take place immediately following contract execution.
- C. Start-up tasks include:
 - 1. Establishing a physical presence of the Program Manager at the County office location
 - 2. Consultant's key staff should be available to work in Sarasota County at the County's request when conducive to the Program.
 - 3. Reviewing housing policies and procedures provided by the County after execution of contract and providing any suggested changes to increase Program efficiency.
 - 4. Creation of an implementation plan for County review. Start-up tasks shall be completed within sixty days of contract execution.

[END OF EXHIBIT A]

EXHIBIT B TASK ORDERS

Task #1: Program Management and Operations Oversight

- A. Startup tasks as identified in the Scope of Services, Section XV Timeline of Tasks.
- B. Coordinate with County staff to attend regular meetings and program support as needed throughout the program's duration. Elevate any issues that arise to County staff in a timely manner and work with County on a possible solution.
- C. Provide regular reports to County outlining the progress of each construction project. Reports should be provided at a minimum of once per month, or as agreed upon by County and Consultant.
- D. Communicate with County the Critical Information Requirements outlined in the Scope of Services, Section XIV.

Task #2: Design Work

- A. Consultant is responsible for providing a set of standard house construction plans and elevations which will be utilized by all general contractors in the program. The plan sets will include:
 - Two (2) options each for:
 - a. Two (2) bedroom, two (2) bathroom model
 - b. Three (3) bedroom, two (2) bathroom model
 - c. Four (4) bedroom, two (2) bathroom model
- B. Each plan set shall provide a handicapped accessible/wheelchair friendly version with the ability to modify for additional accessibility and site limitations.
- C. Additional basic requirements as agreed upon between Consultant and County. All plan sets shall be approved by the County prior to procuring construction contractors. Plans must follow state and local building codes and must demonstrate cost reasonableness.

Task #3: Procurement and Contract Management of General Contractors

- A. Procure, in accordance with 2 C.F.R. Part 200, and manage licensed Florida contractors to conduct the construction, repair, replacement, and/or reconstruction of homes damaged by Hurricane Ian.
- B. Contractor shall work with County to post procurement information on the Resilient SRQ webpage.
- C. Contractor shall work with County to ensure local General Contractors (GCs) to receive information about the opportunity to support contractor with services outlined in this agreement.
- D. Validate contractors are licensed Florida contractors prior to contract execution. The County reserves the right to review any license upon request.

EXHIBIT B TASK ORDERS

- E. Consultant shall submit their procurement process, validation for each contractor prior, and any additional information required from County prior to entering into a contract with any subcontractor. County reserves the right to disqualify any subcontractor if they do not meet the minimum qualifications for performing construction work.
- F. Consultant shall create and maintain all contracts with GCs and subcontractors, including any necessary change orders to contracts. The scope of work for each project will be provided by the County, or County's program management consultant, to the Consultant.
- G. Consultant shall immediately report any concerns over scope of work to County.
- H. Consultant shall develop a process and scoring system for assigning work to construction contractors. This process should include a method to reward high performing contractors with additional projects. Process must be approved by the County prior to implementation.
- I. Consultant shall oversee the procurement and installation of Manufactured Housing Units by general contractors, as specified in the Scope of Services.

Task #4: Construction Management

- A. Coordinate all work assigned by the County to subcontractors.
- B. Consultant shall work with each jurisdiction's respective permitting offices to ensure adequate permitting for each construction project. Consultant may be asked to provide regular reports on the permitting process for all projects along with any barriers that may arise.
- C. Develop and implement a construction inspection process in coordination with County. Contractor shall ensure compliance with all aspects of the Action Plan, including any updates to the Action plan.
- D. Obtain official Certificate of Occupancy from the appropriate jurisdictional authority upon completion of all work to be performed for each specified project and retain this certificate on file.
- E. Use Sarasota County's process for approval of any eligibility determination outside of Resilient SRQ guidelines, priority change outside of guidelines, or proposed cost of repair/replacement estimates that exceed program guidelines for a particular class of repair or replacement.
- F. Establish a process by which it assesses and documents the cost reasonableness of each rehabilitation or reconstruction project undertaken to assist a household.
- G. Contractor shall ensure federal compliance with any applicable laws, including but not limited to HUD and CDBG-DR requirements.

**EXHIBIT B
TASK ORDERS**

Task #5: Coordination of Applicant Move Out, Storage, and Relocation

Consultant shall develop a plan for County outlining their process for applicant move out, storage of items, and relocation. Upon approval of plan, Consultant shall implement the approved plan.

Task #6: General Contractor Warranty Claims

- A. Maintain a system that identifies the warranty period start and end date for each completed repaired, replaced, or reconstructed project. The warranty period start date will coincide with the recorded homeowner key turnover date to the Resilient SRQ applicant. The compiled warranty period information will be turned over to the applicant upon completion of construction work.
- B. Contractor shall process and cause to be performed all warranty work claims related to Resilient SRQ general contractor's performance for the following periods after completion and closeout of each project:
 - a. 1-year for general warranty repairs;
 - b. 10-years for structural issues (if structural work is performed).
Structural warranty claims must be initiated throughout this Contract's term.
- C. Develop and maintain supporting documentation for all warranty work claims processed and completed during the Contract term.

[END EXHIBIT B]

**EXHIBIT C
FEE SCHEDULE**

Description	Unit Price (per hour)
Project Manager	\$180.00
Deputy Project Manager	\$140.00
CDBG-DR Subject Matter Expert	\$175.00
Construction QA/QC inspector	\$120.00
Moveout/Pre-start/Construction	\$75.00

The hourly rates are fully burdened to include overhead, travel, and profit. Pre-approved non-local travel expenses will be billed in accordance with the limitations set forth in Section 112.061, Florida Statutes, and Sarasota County Resolution 2016-170, or current County resolution related to reimbursement of travel expenses.

Invoicing Standards:

- a. Consultant shall provide invoices to the County on a monthly basis for services requested and performed by the Consultant and any subconsultant.
- b. Consultant invoices shall contain enough detail for County to appropriately track Consultant expenditures by program and/or project, applicant case file (where applicable) administrative cost type, and associated HUD national objective.
- c. Consultant shall support the County on revisions or clarifications needed to Consultant invoices to support the County in its internal accounting alignment and CDBG-DR HUD reporting requirements in the DRGR system.

[END EXHIBIT C]

EXHIBIT D INSURANCE REQUIREMENTS

For purposes of this Exhibit D, the terms "Vendor," "Contractor," and "Consultant" shall be interchangeable and the terms "Contract" and "Agreement" shall be interchangeable.

CONTRACTOR'S INSURANCE

Contractor shall, on a primary basis and at its sole expense, maintain in full force and effect, at all times during the life of this Contract, insurance coverage (including endorsements) and limits as described herein. These requirements, as well as the County's review or acceptance of insurance maintained by Contractor, are not intended to and shall not in any manner limit or qualify the liabilities or obligations assumed by Contractor under this Contract.

Insurance requirements itemized in this Contract and required of the Contractor shall extend to all subcontractors to cover their operations performed under this Contract. The Contractor shall be responsible for any modifications, deviations, or omissions in these insurance requirements as they apply to subcontractors.

Insurance carriers providing coverage required herein must be licensed to conduct business in the State of Florida and must possess a current A.M. Best's Financial Strength Rating of A- Class VII or better.

Each insurance policy required by this Contract shall apply separately to each insured against whom claim is made and suit is brought, except with respect to limits of the insurer's liability.

The Contractor shall be solely responsible for payment of all premiums for insurance contributing to the satisfaction of this Contract and shall be solely responsible for the payment of all deductibles and retentions to which such policies are subject.

Contractor shall furnish Certificates of Insurance to the County Administrative Agent evidencing the types and amounts of coverage, including endorsements, required by this Contract prior to commencement of work and prior to expiration of the insurance contract, when applicable. Such Certificate(s) of Insurance shall, to the extent allowable by the insurer, include a minimum thirty (30) day notice of cancellation (10 days for non-payment of premium) or non-renewal of coverage. Notwithstanding these notification requirements, the Contractor will be required to provide County with at least 5 days prior written notice of any policy cancellation or non-renewal.

The County reserves the right to review, modify, reject, or accept any required policies of insurance, including limits, coverage, or endorsements, herein from time to time throughout the term of this Contract. County reserves the right, but not the obligation, to review and reject any insurer providing coverage due to its poor financial condition or failure to operate legally.

A. WORKERS' COMPENSATION: Contractor shall maintain Workers' Compensation insurance in accordance with Florida Statutes, Chapter 440. Employers Liability to be included with a minimum limit of \$500,000.00 per accident/per disease/per employee. If work is to be performed over or adjacent to navigable water and involves maritime exposure, applicable LHWCA, Jones Act, or other maritime law coverage shall be included.

EXHIBIT D INSURANCE REQUIREMENTS

In the event the Contractor has "leased" employees, the Contractor or the employee leasing company must provide evidence of a Workers' Compensation policy for all personnel on the worksite.

- B. COMMERCIAL GENERAL LIABILITY:** Contractor shall maintain Commercial General Liability per ISO form CG0001 or its equivalent, including but not limited to coverage for premises and operations, personal injury, products & completed operations, liability assumed under an insured contract, and independent contractors with limits of not less than \$1,000,000.00 each occurrence, \$2,000,000.00 aggregate covering all work performed under this Contract. There shall be no exclusions for explosion, collapse and underground hazards.

Contractor agrees to endorse **Sarasota County Government** as an additional insured on the Commercial General Liability coverage.

- C. BUSINESS AUTOMOBILE LIABILITY:** Contractor agrees to maintain Business Automobile Liability with limits not less than \$1,000,000.00 combined single limit for each accident covering all Owned, Non-Owned & Hired automobiles used in the performance of this Contract. In the event Contractor does not own automobiles, Contractor agrees to maintain coverage for Hired & Non-Owned Auto Liability, which may be satisfied by way of endorsement to the Commercial General Liability policy or separate Business Auto Liability policy.

If the Contractor is shipping a product via common carrier, the contractor shall be responsible for any loss or damage sustained in delivery/transit.

- D. UMBRELLA/EXCESS LIABILITY:** Contractor agrees to maintain Umbrella or Excess Liability with limits not less than \$5,000,000 each occurrence and in the aggregate. Coverage shall follow the terms of the underlying insurance, including the additional insured provisions.

SPECIALIZED REQUIREMENTS (LIABILITY EXPOSURES)

- E. PROFESSIONAL LIABILITY:** Consultant agrees to maintain Professional Liability insurance, or equivalent Errors & Omissions Liability insurance, with limits not less than \$1,000,000 per claim/occurrence and in the aggregate for professional services rendered under this contract. If coverage is written on a claims-made basis: a. Any retroactive date shall precede the effective date of this contract; b. Consultant shall provide certificates of insurance evidencing the required coverage for a period of two years after final payment under this contract is made, or provide evidence showing Consultant has obtained a two year extended reporting period endorsement.

(END EXHIBIT D)

EXHIBIT E GRANT CONTRACT PROVISIONS

For purposes of this Exhibit, the terms "Contract" and "Agreement," shall be interchangeable, and the terms "Consultant," "Contractor" and "Company," shall be interchangeable.

Note: references to Project herein shall be deemed a reference to the services provided under the Contract.

This project is funded in whole or in part by Community Development Block Grant Disaster Recovery (CDBG-DR) funding through the U.S. Department of Housing and Urban Development (HUD). The Vendor agrees as applicable and stated within this solicitation package.

Vendor shall provide services in support of the County's CDBG-DR Action Plan in accordance with Federal Register 88 FR 32046, and all applicable federal, state, and County regulations.

2 CFR Part 200 Uniform Guidance Contract Provisions

1. Breach of Contract

Contracts for more than the simplified acquisition threshold, which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by 41 U.S.C. 1908, currently set at \$250,000 must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms and provide for such sanctions and penalties as appropriate. **(Contracts for more than the simplified acquisition threshold, currently set at \$250,000)**

DISPUTE RESOLUTION

- A. To the extent Chapter 558, F.S. is applicable, the parties expressly opt out of the requirements of Chapter 558, F.S., within the meaning of §558.005(1), F.S.
- B. In the event of a dispute or claim arising out of this Agreement, the parties agree first to try in good faith to settle the dispute by direct discussion. If this is unsuccessful, the parties may enter into mediation in Sarasota County, Florida, with the parties sharing equally in the cost of such mediation.
- C. In the event mediation, if attempted, is unsuccessful in resolving a dispute, the parties may proceed to litigation as set forth below.
- D. Any dispute, action or proceeding arising out of or related to this Agreement will be exclusively commenced in the state courts of Sarasota County, Florida, or where proper subject matter jurisdiction exists in the United States District Court for the Middle District of Florida. Each party irrevocably submits and waives any objections to the exclusive personal jurisdiction and venue of such courts, including any objection based on

EXHIBIT E
GRANT CONTRACT PROVISIONS

forum non conveniens.

- E. The parties hereby waive all rights to trial by jury for any litigation concerning this Agreement.
- F. This Agreement and the rights and obligations of the parties shall be governed by the laws of the State of Florida without regard to its conflict of laws principles.
- G. Unless otherwise agreed in writing, the Vendor shall be required to continue all obligations under this Agreement during the pendency of claim or dispute including, but not limited to, actual period of mediation or judicial proceedings

2. Termination

All contracts in excess of \$10,000 must address termination for cause and for convenience by the non- Federal entity including the manner by which it will be affected and the basis for settlement. **(Contracts in excess of \$10,000)**

- A. The County shall have the right at any time upon written notice to the Vendor to terminate the purchase of any products not yet supplied by the date of the notice. In that event, the County shall, upon receipt of the written notice, pay to the Vendor and the Vendor shall accept as full payment, a sum of money equal to (1) the fee for each properly delivered product, plus (2) the actual amount of any true and documented costs Vendor incurs as a direct result of the termination, less (3) all previous payments made in accordance with Section III.
- B. The County shall have the right at any time upon thirty (30) calendar days' written notice to the Vendor to terminate the services of the Vendor. The County shall pay to the Vendor and the Vendor shall accept as full payment for its services, a sum of money equal to the work completed in any commenced but incomplete services.
- C. Any failure of the Vendor to satisfy the requirements of this Agreement, as documented by the Administrative Agent, shall be considered a default of the Agreement and sufficient reason for termination.
 - 1. For defaults that are curable (as determined by the County), the Vendor shall be notified in writing by the County and shall have an opportunity to cure such default within ten (10) working days after notification.
 - 2. For defaults that are not curable (as determined by the County), notice of the termination date shall be given as deemed appropriate by the County.
- D. In the event the County's termination of this Agreement for default is in

EXHIBIT E
GRANT CONTRACT PROVISIONS

any way deficient, at the option of the County such termination shall be deemed to be a termination for convenience pursuant to this section.

- E. The parties may mutually agree to terminate this Agreement. Such termination shall be evidenced by a notice issued by the County. The County shall pay to the Vendor and the Vendor shall accept as full payment for its services, a sum of money equal to the work completed in any commenced but incomplete services.
- F. In the event that the Vendor has abandoned performance under this Agreement, then the County may terminate this Agreement upon three (3) calendar days' written notice to the Vendor indicating its intention to do so. Payment for products supplied and services performed prior to the Vendor's abandonment shall be as stated above. Vendor shall have one hundred and eighty (180) days to submit invoices. Invoices submitted after one hundred and eighty (180) days may not be accepted for payment.
- G. The Vendor shall have the right to terminate this Agreement only in the event of the County failing to pay the Vendor's properly documented and submitted invoice within ninety (90) calendar days of the approval by the County's Administrative Agent.
- H. The County reserves the right to terminate and cancel this Agreement in the event the Vendor shall be placed in either voluntary or involuntary bankruptcy or an assignment be made for the benefit of creditors.
- I. After consultation with and written notice to the Vendor providing a reasonable opportunity to cure, the County shall have the right to refuse to make payment, in whole or part, due to:
 - 1. The quality of a portion, or all, of the Vendor's product or service not conforming to the requirements of this Agreement or other reasonable standard of quality;
 - 2. The Vendor's inability to complete delivery or performance of all products and services specified hereunder;
 - 3. The Vendor's failure to use the Agreement funds, previously paid the Vendor by the County, to pay Vendor's project-related obligations including, but not limited to, subcontractors, laborers and material and equipment suppliers;
 - 4. Claims made, or likely to be made, against the County, or its property;
 - 5. Damages to the County or a third party caused by the Vendor;
 - 6. The Vendor's failure or refusal to perform any other obligation under this Agreement after written notice and a reasonable opportunity to

EXHIBIT E
GRANT CONTRACT PROVISIONS

cure as set forth above.

- J. The County reserves the right to require Vendor to repay amounts previously paid by the County to the Vendor for any funds that HUD deems as having been spent for ineligible activities and the Vendor shall comply with such demand within sixty (60) days.
- K. The County's rights under this Agreement shall survive the termination or expiration of this Agreement and are not waived by final payment or acceptance and are in addition to the Vendor's obligations under this Agreement.

3. Equal Employment Opportunity 41 CFR §60-1.4(b)

Compliance with Executive Order 11246 of September 24, 1965, entitled "Equal Employment Opportunity," (30 FR 12319, 12935, 3 CFR Part 1964-1965 Comp., p.339) as amended by Executive Order 11375 of October 13, 1967, entitled "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing regulations at 41 CFR Part 60, entitled "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor." Except as otherwise provided under 41 CFR Part 60, all contracts that meet the definition of "federally assisted construction contract" in 41 CFR Part 60.1.3 must include the equal opportunity clause provided under 41 CFR 60-1.4(b).

41 C.F.R. Part 60-1.4(b)

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, sexual orientation, gender identity, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided 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 considerations for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.*
- c. The contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the*

EXHIBIT E
GRANT CONTRACT PROVISIONS

compensation of the employee or applicant or another employee or applicant. This provisions shall not apply to instance in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in the furtherance of an investigation, proceeding, hearing or action, including an investigation conducted by the employer, or is consistent with the contractor's legal duty to furnish information.

- d. 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 advising the said labor union or workers' representative of the contractor's commitments under this section and shall post copies of the notice in conspicuous places available to employees and applicants for employment.*
- e. 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.*
- f. 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 administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.*
- g. 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 canceled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions as 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.*
- h. The contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (8) 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 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,*

EXHIBIT E GRANT CONTRACT PROVISIONS

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 States to enter into such litigation to protect the interests of the United States."

(Any Construction contract or subcontract)

4. Davis-Bacon and Related Acts

(Applies to Construction Contracts over \$2,000, as applicable per HUD CDBG-DR guidance)

40 U.S.C. §§ 3141 – 3148; 29 C.F.R. part 5; 18 U.S.C. § 874;
29 C.F.R. part 3; 40 U.S.C. §§3701-3708; 29 C.F.R. part 1926

Davis-Bacon Contract provisions and related matters

(1) Minimum wages —

(i) **Wage rates and fringe benefits.** All laborers and mechanics employed or working upon the site of the work (or otherwise working in construction or development of the project under a development statute), 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 basic hourly 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. As provided in paragraphs (d) and (e) of this section, the appropriate wage determinations are effective by operation of law even if they have not been attached to the contract. Contributions made or costs reasonably anticipated for bona fide fringe benefits under the Davis-Bacon Act (40 U.S.C. 3141(2)(B)) on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of paragraph (a)(1)(v) of this section; 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 must be paid the appropriate wage rate and fringe benefits on the wage determination for the classification(s) of work actually performed, without regard to skill, except as provided in paragraph (a)(4) of this section. 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 classifications and wage rates conformed under paragraph (a)(1)(iii) of this section) and the Davis-Bacon poster (WH-1321) must be posted at all times by the contractor and its subcontractors at the site of the work in a prominent and accessible

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place where it can be easily seen by the workers.

(ii) Frequently recurring classifications.

(A) In addition to wage and fringe benefit rates that have been determined to be prevailing under the procedures set forth in 29 CFR part 1, a wage determination may contain, pursuant to § 1.3(f), wage and fringe benefit rates for classifications of laborers and mechanics for which conformance requests are regularly submitted pursuant to paragraph (a)(1)(iii) of this section, provided that:

- (1) The work performed by the classification is not performed by a classification in the wage determination for which a prevailing wage rate has been determined;
- (2) The classification is used in the area by the construction industry; and
- (3) The wage rate for the classification bears a reasonable relationship to the prevailing wage rates contained in the wage determination.

(B) The Administrator will establish wage rates for such classifications in accordance with paragraph (a)(1)(iii)(A)(3) of this section. Work performed in such a classification must be paid at no less than the wage and fringe benefit rate listed on the wage determination for such classification.

(iii) Conformance.

(A) The contracting officer must require that any class of laborers or mechanics, including helpers, which is not listed in the wage determination and which is to be employed under the contract be classified in conformance with the wage determination. Conformance of an additional classification and wage rate and fringe benefits is appropriate only when the following criteria have been met:

- (1) The work to be performed by the classification requested is not performed by a classification in the wage determination; and
- (2) The classification is used 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) The conformance process may not be used to split, subdivide, or otherwise avoid application of classifications listed in the wage determination.

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(C) If the contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and the contracting officer agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken will be sent by the contracting officer by email to DBAconformance@dol.gov. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

(D) In the event the contractor, the laborers or mechanics to be employed in the classification or their representatives, and the contracting officer do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), the contracting officer will, by email to DBAconformance@dol.gov, refer the questions, including the views of all interested parties and the recommendation of the contracting officer, to the Administrator for determination. The Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

(E) The contracting officer must promptly notify the contractor of the action taken by the Wage and Hour Division under paragraphs (a)(1)(iii)(C) and (D) of this section. The contractor must furnish a written copy of such determination to each affected worker or it must be posted as a part of the wage determination. The wage rate (including fringe benefits where appropriate) determined pursuant to paragraph (a)(1)(iii)(C) or (D) of this section must 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.

(iv) **Fringe benefits not expressed as an hourly rate.** 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 may either pay the benefit as stated in the wage determination or may pay another bona fide fringe benefit or an hourly cash equivalent thereof.

(v) **Unfunded plans.** If the contractor does not make payments to a trustee or other third person, the contractor may consider as part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program, Provided, That the Secretary of Labor has found, upon the written request of the contractor, in accordance with the criteria set forth in § 5.28, 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

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obligations under the plan or program.

(vi) **Interest.** In the event of a failure to pay all or part of the wages required by the contract, the contractor will be required to pay interest on any underpayment of wages.

(2) Withholding —

(i) **Withholding requirements.** The County or the US Housing and Urban Development Agency may, upon its own action, or must, upon written request of an authorized representative of the Department of Labor, withhold or cause to be withheld from the contractor so much of the accrued payments or advances as may be considered necessary to satisfy the liabilities of the prime contractor or any subcontractor for the full amount of wages and monetary relief, including interest, required by the clauses set forth in paragraph (a) of this section for violations of this contract, or to satisfy any such liabilities required by any other Federal contract, or federally assisted contract subject to Davis-Bacon labor standards, that is held by the same prime contractor (as defined in § 5.2). The necessary funds may be withheld from the contractor under this contract, any other Federal contract with the same prime contractor, or any other federally assisted contract that is subject to Davis-Bacon labor standards requirements and is held by the same prime contractor, regardless of whether the other contract was awarded or assisted by the same agency, and such funds may be used to satisfy the contractor liability for which the funds were withheld. In the event of a contractor's failure to pay any laborer or mechanic, including any apprentice or helper working on the site of the work (or otherwise working in construction or development of the project under a development statute) all or part of the wages required by the contract, or upon the contractor's failure to submit the required records as discussed in paragraph (a)(3)(iv) of this section, the [Agency] may on its own initiative and after written notice to the contractor, sponsor, applicant, owner, or other entity, as the case may be, 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.

(ii) **Priority to withheld funds.** The Department has priority to funds withheld or to be withheld in accordance with paragraph (a)(2)(i) or (b)(3)(i) of this section, or both, over claims to those funds by:

(A) A contractor's surety(ies), including without limitation performance bond sureties and payment bond sureties;

(B) A contracting agency for its procurement costs;

(C) A trustee(s) (either a court-appointed trustee or a U.S. trustee, or both) in bankruptcy of a contractor, or a contractor's bankruptcy estate;

(D) A contractor's assignee(s);

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(E) A contractor's successor(s); or

(F) A claim asserted under the Prompt Payment Act, 31 U.S.C. 3901–3907.

(3) Records and certified payrolls

(i) Basic record requirements

(A) **Length of record retention.** All regular payrolls and other basic records must be maintained by the contractor and any subcontractor during the course of the work and preserved for all laborers and mechanics working at the site of the work (or otherwise working in construction or development of the project under a development statute) for a period of at least 3 years after all the work on the prime contract is completed.

(B) **Information required.** Such records must contain the name; Social Security number; last known address, telephone number, and email address of each such worker; each worker's correct classification(s) of work actually performed; 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 40 U.S.C. 3141(2)(B) of the Davis-Bacon Act); daily and weekly number of hours actually worked in total and on each covered contract; deductions made; and actual wages paid.

(C) **Additional records relating to fringe benefits.** Whenever the Secretary of Labor has found under paragraph (a)(1)(v) of this section that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in 40 U.S.C. 3141(2)(B) of the Davis-Bacon Act, the contractor must 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.

(D) **Additional records relating to apprenticeship.** Contractors with apprentices working under approved programs must maintain written evidence of the registration of apprenticeship programs, the registration of the apprentices, and the ratios and wage rates prescribed in the applicable programs.

(ii) Certified payroll requirements

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(A) **Frequency and method of submission.** The contractor or subcontractor must submit weekly, for each week in which any DBA- or Related Acts-covered work is performed, certified payrolls to the [write in name of appropriate Federal agency] if the agency is a party to the contract, but if the agency is not such a party, the contractor will submit the certified payrolls to the applicant, sponsor, owner, or other entity, as the case may be, that maintains such records, for transmission to the [write in name of agency]. The prime contractor is responsible for the submission of all certified payrolls by all subcontractors. A contracting agency or prime contractor may permit or require contractors to submit certified payrolls through an electronic system, as long as the electronic system requires a legally valid electronic signature; the system allows the contractor, the contracting agency, and the Department of Labor to access the certified payrolls upon request for at least 3 years after the work on the prime contract has been completed; and the contracting agency or prime contractor permits other methods of submission in situations where the contractor is unable or limited in its ability to use or access the electronic system.

(B) **Information required.** The certified payrolls submitted must set out accurately and completely all of the information required to be maintained under paragraph (a)(3)(i)(B) of this section, except that full Social Security numbers and last known addresses, telephone numbers, and email addresses must not be included on weekly transmittals. Instead, the certified payrolls need only include an individually identifying number for each worker (e.g., the last four digits of the worker's Social Security number). The required weekly certified payroll information may be submitted using Optional Form WH-347 or in any other format desired. Optional Form WH-347 is available for this purpose from the Wage and Hour Division website at <https://www.dol.gov/sites/dolgov/files/WHD/legacy/files/wh347/.pdf> or its successor website. It is not a violation of this section for a prime contractor to require a subcontractor to provide full Social Security numbers and last known addresses, telephone numbers, and email addresses to the prime contractor for its own records, without weekly submission by the subcontractor to the sponsoring government agency (or the applicant, sponsor, owner, or other entity, as the case may be, that maintains such records).

(C) **Statement of Compliance.** Each certified payroll submitted must be accompanied by a "Statement of Compliance," signed by the contractor or subcontractor, or the contractor's or subcontractor's agent who pays or supervises the payment of the persons working on the contract, and must certify the following:

- (1) That the certified payroll for the payroll period contains the information required to be provided under paragraph (a)(3)(ii) of this section, the appropriate information and basic records are

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being maintained under paragraph (a)(3)(i) of this section, and such information and records are correct and complete;

(2) That each laborer or mechanic (including each helper and apprentice) working 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; and

(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(s) of work actually performed, as specified in the applicable wage determination incorporated into the contract.

(D) Use of Optional Form WH-347. The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 will satisfy the requirement for submission of the "Statement of Compliance" required by paragraph (a)(3)(ii)(C) of this section.

(E) Signature. The signature by the contractor, subcontractor, or the contractor's or subcontractor's agent must be an original handwritten signature or a legally valid electronic signature.

(F) Falsification. The falsification of any of the above certifications may subject the contractor or subcontractor to civil or criminal prosecution under 18 U.S.C. 1001 and 31 U.S.C. 3729.

(G) Length of certified payroll retention. The contractor or subcontractor must preserve all certified payrolls during the course of the work and for a period of 3 years after all the work on the prime contract is completed.

(iii) Contracts, subcontracts, and related documents. The contractor or subcontractor must maintain this contract or subcontract and related documents including, without limitation, bids, proposals, amendments, modifications, and extensions. The contractor or subcontractor must preserve these contracts, subcontracts, and related documents during the course of the work and for a period of 3 years after all the work on the prime contract is completed.

(iv) Required disclosures and access

(A) Required record disclosures and access to workers. The contractor or subcontractor must make the records required under paragraphs (a)(3)(i) through (iii) of this section, and any other

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documents that the [write the name of the agency] or the Department of Labor deems necessary to determine compliance with the labor standards provisions of any of the applicable statutes referenced by § 5.1, available for inspection, copying, or transcription by authorized representatives of the [write the name of the agency] or the Department of Labor, and must permit such representatives to interview workers during working hours on the job.

(B) Sanctions for non-compliance with records and worker access requirements. If the contractor or subcontractor fails to submit the required records or to make them available, or refuses to permit worker interviews during working hours on the job, the Federal agency may, after written notice to the contractor, sponsor, applicant, owner, or other entity, as the case may be, that maintains such records or that employs such workers, 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, or to permit worker interviews during working hours on the job, may be grounds for debarment action pursuant to § 5.12. In addition, any contractor or other person that fails to submit the required records or make those records available to WHD within the time WHD requests that the records be produced will be precluded from introducing as evidence in an administrative proceeding under 29 CFR part 6 any of the required records that were not provided or made available to WHD. WHD will take into consideration a reasonable request from the contractor or person for an extension of the time for submission of records. WHD will determine the reasonableness of the request and may consider, among other things, the location of the records and the volume of production.

(C) Required information disclosures. Contractors and subcontractors must maintain the full Social Security number and last known address, telephone number, and email address of each covered worker, and must provide them upon request to the [write in name of appropriate Federal agency] if the agency is a party to the contract, or to the Wage and Hour Division of the Department of Labor. If the Federal agency is not such a party to the contract, the contractor, subcontractor, or both, must, upon request, provide the full Social Security number and last known address, telephone number, and email address of each covered worker to the applicant, sponsor, owner, or other entity, as the case may be, that maintains such records, for transmission to the [write in name of agency], the contractor, or the Wage and Hour Division of the Department of Labor for purposes of an investigation or other compliance action.

(4) Apprentices and equal employment opportunity

(i) Apprentices

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(A) **Rate of pay.** Apprentices will be permitted to work at less than the predetermined rate for the work they perform 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 (OA), or with a State Apprenticeship Agency recognized by the OA. A person who is not individually registered in the program, but who has been certified by the OA or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice, will be permitted to work at less than the predetermined rate for the work they perform in the first 90 days of probationary employment as an apprentice in such a program. In the event the OA or a State Apprenticeship Agency recognized by the OA withdraws approval of an apprenticeship program, the contractor will no longer be permitted to use apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(B) **Fringe benefits.** Apprentices must 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, fringe benefits must be paid in accordance with that determination.

(C) **Apprenticeship ratio.** The allowable ratio of apprentices to journey workers on the job site in any craft classification must not be greater than the ratio permitted to the contractor as to the entire work force under the registered program or the ratio applicable to the locality of the project pursuant to paragraph (a)(4)(i)(D) of this section. Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated in paragraph (a)(4)(i)(A) of this section, must 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 this section must be paid not less than the applicable wage rate on the wage determination for the work actually performed.

(D) **Reciprocity of ratios and wage rates.** Where a contractor is performing construction on a project in a locality other than the locality in which its program is registered, the ratios and wage rates (expressed in percentages of the journey worker's hourly rate) applicable within the locality in which the construction is being performed must be observed. If there is no applicable ratio or wage rate for the locality of the project, the ratio and wage rate specified in the contractor's registered program

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must be observed.

(ii) **Equal employment opportunity.** The use of apprentices and journey workers under this part must 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 must insert in any subcontracts the clauses contained in paragraphs (a)(1) through (11) of this section, along with the applicable wage determination(s) and such other clauses or contract modifications as the County or US Housing and Urban Development Agency may by appropriate instructions require, and a clause requiring the subcontractors to include these clauses and wage determination(s) in any lower tier subcontracts. The prime contractor is responsible for the compliance by any subcontractor or lower tier subcontractor with all the contract clauses in this section. In the event of any violations of these clauses, the prime contractor and any subcontractor(s) responsible will be liable for any unpaid wages and monetary relief, including interest from the date of the underpayment or loss, due to any workers of lower-tier subcontractors, and may be subject to debarment, as appropriate.

(7) **Contract termination: debarment.** A breach of the contract clauses in 29 CFR 5.5 may be grounds for termination of the contract, and for debarment as a contractor and a subcontractor as provided in 29 CFR 5.12.

(8) **Compliance with Davis-Bacon and Related Act requirements.** All rulings and interpretations of the Davis-Bacon and Related Acts contained in 29 CFR parts 1, 3, and 5 are herein incorporated by 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 the contracting agency, the U.S. Department of Labor, or the employees or their representatives.

(10) **Certification of eligibility**

(i) By entering into this contract, the contractor certifies that neither it 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 40 U.S.C. 3144(b) or § 5.12(a).

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(ii) No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of 40 U.S.C. 3144(b) or § 5.12(a).

(iii) The penalty for making false statements is prescribed in the U.S. Code, Title 18 Crimes and Criminal Procedure, 18 U.S.C. 1001.

(11) **Anti-retaliation.** It is unlawful for any person to discharge, demote, intimidate, threaten, restrain, coerce, blacklist, harass, or in any other manner discriminate against, or to cause any person to discharge, demote, intimidate, threaten, restrain, coerce, blacklist, harass, or in any other manner discriminate against, any worker or job applicant for:

(i) Notifying any contractor of any conduct which the worker reasonably believes constitutes a violation of the DBA, Related Acts, this part, or 29 CFR part 1 or 3;

(ii) Filing any complaint, initiating or causing to be initiated any proceeding, or otherwise asserting or seeking to assert on behalf of themselves or others any right or protection under the DBA, Related Acts, this part, or 29 CFR part 1 or 3;

(iii) Cooperating in any investigation or other compliance action, or testifying in any proceeding under the DBA, Related Acts, this part, or 29 CFR part 1 or 3; or

(iv) Informing any other person about their rights under the DBA, Related Acts, this part, or 29 CFR part 1 or 3.

(b) **Contract Work Hours and Safety Standards Act (CWHSSA).** As used in this paragraph (b), the terms "laborers and mechanics" include watchpersons and guards.

(1) **Overtime requirements.** No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

(2) **Violation; liability for unpaid wages; liquidated damages.** In the event of any violation of the clause set forth in paragraph (b)(1) of this section the contractor and any subcontractor responsible therefore shall be liable for the unpaid wages and interest from the date of the underpayment. 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

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shall be computed with respect to each individual laborer or mechanic, including watchpersons and guards, employed in violation of the clause set forth in paragraph (b)(1) of this section, in the sum of \$31 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (b)(1).

(3) Withholding for unpaid wages and liquidated damages

(i) **Withholding process.** The County or US Housing and Urban Development Agency may, upon its own action, or must, upon written request of an authorized representative of the Department of Labor, withhold or cause to be withheld from the contractor so much of the accrued payments or advances as may be considered necessary to satisfy the liabilities of the prime contractor or any subcontractor for any unpaid wages; monetary relief, including interest; and liquidated damages required by the clauses set forth in this paragraph (b) on this contract, any other Federal contract with the same prime contractor, or any other federally assisted contract subject to the Contract Work Hours and Safety Standards Act that is held by the same prime contractor (as defined in § 5.2). The necessary funds may be withheld from the contractor under this contract, any other Federal contract with the same prime contractor, or any other federally assisted contract that is subject to the Contract Work Hours and Safety Standards Act and is held by the same prime contractor, regardless of whether the other contract was awarded or assisted by the same agency, and such funds may be used to satisfy the contractor liability for which the funds were withheld.

(ii) **Priority to withheld funds.** The Department has priority to funds withheld or to be withheld in accordance with paragraph (a)(2)(i) or (b)(3)(i) of this section, or both, over claims to those funds by:

- (A) A contractor's surety(ies), including without limitation performance bond sureties and payment bond sureties;
- (B) A contracting agency for its procurement costs;
- (C) A trustee(s) (either a court-appointed trustee or a U.S. trustee, or both) in bankruptcy of a contractor, or a contractor's bankruptcy estate;
- (D) A contractor's assignee(s);
- (E) A contractor's successor(s); or
- (F) A claim asserted under the Prompt Payment Act, 31 U.S.C. 3901–3907.

(4) **Subcontracts.** The contractor or subcontractor must insert in any subcontracts the clauses set forth in paragraphs (b)(1) through (5) of this section

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and a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor is responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (b)(1) through (5). In the event of any violations of these clauses, the prime contractor and any subcontractor(s) responsible will be liable for any unpaid wages and monetary relief, including interest from the date of the underpayment or loss, due to any workers of lower-tier subcontractors, and associated liquidated damages and may be subject to debarment, as appropriate.

(5) **Anti-retaliation.** It is unlawful for any person to discharge, demote, intimidate, threaten, restrain, coerce, blacklist, harass, or in any other manner discriminate against, or to cause any person to discharge, demote, intimidate, threaten, restrain, coerce, blacklist, harass, or in any other manner discriminate against, any worker or job applicant for:

(i) Notifying any contractor of any conduct which the worker reasonably believes constitutes a violation of the Contract Work Hours and Safety Standards Act (CWHSSA) or its implementing regulations in this part;

(ii) Filing any complaint, initiating or causing to be initiated any proceeding, or otherwise asserting or seeking to assert on behalf of themselves or others any right or protection under CWHSSA or this part;

(iii) Cooperating in any investigation or other compliance action, or testifying in any proceeding under CWHSSA or this part; or

(iv) Informing any other person about their rights under CWHSSA or this part.

(c) **CWHSSA required records clause.** In addition to the clauses contained in paragraph (b) of this section, in any contract subject only to the Contract Work Hours and Safety Standards Act and not to any of the other laws referenced by § 5.1, the Agency Head must cause or require the contracting officer to insert a clause requiring that the contractor or subcontractor must maintain regular payrolls and other basic records during the course of the work and must preserve them for a period of 3 years after all the work on the prime contract is completed for all laborers and mechanics, including guards and watchpersons, working on the contract. Such records must contain the name; last known address, telephone number, and email address; and social security number of each such worker; each worker's correct classification(s) of work actually performed; hourly rates of wages paid; daily and weekly number of hours actually worked; deductions made; and actual wages paid. Further, the Agency Head must cause or require the contracting officer to insert in any such contract a clause providing that the records to be maintained under this paragraph must be made available by the contractor or subcontractor for inspection, copying, or transcription by authorized representatives of the (write the name of agency) and the Department of Labor, and the contractor or subcontractor will permit such representatives to interview workers during working hours on the job.

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(d) **Incorporation of contract clauses and wage determinations by reference.** Although agencies are required to insert the contract clauses set forth in this section, along with appropriate wage determinations, in full into covered contracts, and contractors and subcontractors are required to insert them in any lower-tier subcontracts, the incorporation by reference of the required contract clauses and appropriate wage determinations will be given the same force and effect as if they were inserted in full text.

(e) **Incorporation by operation of law.** The contract clauses set forth in this section (or their equivalent under the Federal Acquisition Regulation), along with the correct wage determinations, will be considered to be a part of every prime contract required by the applicable statutes referenced by § 5.1 to include such clauses, and will be effective by operation of law, whether or not they are included or incorporated by reference into such contract, unless the Administrator grants a variance, tolerance, or exemption from the application of this paragraph. Where the clauses and applicable wage determinations are effective by operation of law under this paragraph, the prime contractor must be compensated for any resulting increase in wages in accordance with applicable law.

5. Contracted Work Hours and Safety Standards

Compliance with Sections 3702 and 3704 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708) as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous, or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence. **(Construction contracts in excess of \$100,000 which involve the employment of mechanics or laborers)**

29 C.F.R. § 5.5(b) provides Compliance with the Contract Work Hours and Safety Standards Act.

- i. Overtime requirements. No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.*
- ii. Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph (1) of this section*

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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 paragraph (1) of this section, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (1) of this section

- iii. Withholding for unpaid wages and liquidated damages. The County 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 contractor, 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 paragraph (2) of this section.*
- iv. Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (1) through (4) of this section 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 paragraphs (1) through (4) of this section."*

6. Rights to Inventions Made Under a Contract or Agreement

If the Federal award meets the definition of "funding agreement" under 37C.F.R. § 401.2(a) and County enters into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, development, or research work utilizing CDBG-DR funding, the County will comply with requirements of 37 CFR Part 401 "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts, and Cooperative Agreements, and any implementing regulations issued by the U.S. Housing and Urban Development Agency.

7. Clean Air and Water

Contractor must comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 et seq and the Federal Water Pollution Control Act, as amended, 33 U.S.C. § 1251 et seq. The contractor agrees to report each violation to the County and understands and agrees that the County will, in turn, report each violation as required to assure notification to the US Housing and Urban Development and the appropriate Environmental Protection

EXHIBIT E GRANT CONTRACT PROVISIONS

Agency Regional Office.

The Contractor agrees to include these requirements in each subcontract exceeding \$150,000 funded in whole or part under this contract. **(Contracts, subcontracts, and subgrants of amounts in excess of \$150,000)**

8. Debarment and Suspension (Executive Orders 12549 and 12689)

A contract award (see 2 CFR 180.220) must not be made to parties listed on the governmentwide Excluded Parties List System in the System for Award Management (SAM), <https://www.sam.gov>, in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR Part 1986 Comp., p. 189) and 12689 (3 CFR Part 1989 Comp., p. 235), "Debarment and Suspension." The Excluded Parties List System in SAM contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.). **(Contracts, subcontracts of amounts in excess of \$25,000)**

Separate Government Wide Debarment and Suspension certification included for signature

9. Byrd Anti-Lobbying Amendment

Compliance with the Byrd Anti-Lobbying Amendment (31 U.S.C. 1352)—**Contractors that apply or bid for an award of \$100,000 or more must file the required certification.**

Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.

Separate Lobbying Certification included for signature

10. Procurement of Recovered Materials

(2 CFR §200.323)

In the performance of this contract, the Contractor shall make maximum use of products containing recovered materials that are EPA-designated items unless the product cannot be acquired—

Competitively within a timeframe providing for compliance with the contract performance schedule;

Meeting contract performance requirements; or

at a reasonable price.

Information about this requirement, along with the list of EPA-designated items, is available at EPA's Comprehensive Procurement Guidelines webpage:

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<https://www.epa.gov/smm/comprehensive-procurement-guideline-cpg-program>

The Contractor also agrees to comply with all other applicable requirements of Section 6002 of the Solid Waste Disposal Act.

11. Prohibition On Certain Telecommunications and Video Surveillance Services or Equipment

(2 CFR §200.216; Public Law 115-232, Section 889; 2 CFR §200.471)

a. Definitions. As used in this clause, the terms backhaul; covered foreign country; covered telecommunications equipment or services; interconnection arrangements; roaming; substantial or essential component; and telecommunications equipment or services have the meaning as defined in FEMA Policy 405-143-1, Prohibitions on Expending FEMA Award Funds for Covered Telecommunications Equipment or Services (Interim), as used in this clause.

b. Prohibitions.

(1) Section 889(b) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019, Pub. L. No. 115- 232, and 2 C.F.R. § 200.216 prohibit the head of an executive agency on or after Aug.13, 2020, from obligating or expending grant, cooperative agreement, loan, or loan guarantee funds on certain telecommunications products or from certain entities for national security reasons.

(2) Unless an exception in paragraph (c) of this clause applies, the contractor and its subcontractors may not use funds from this contract funded by the U.S. Housing and Urban Development Agency to:

- i. Procure or obtain any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology of any system;
- ii. Enter into, extend, or renew a contract to procure or obtain any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology of any system;
- iii. Enter into, extend, or renew contracts with entities that use covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system; or
- iv. Provide, as part of its performance of this contract, subcontract, or other contractual instrument, any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system.

c. Exceptions.

(1) This clause does not prohibit contractors from providing—

- i. A service that connects to the facilities of a third-party, such as backhaul, roaming, or interconnection arrangements; or

EXHIBIT E
GRANT CONTRACT PROVISIONS

- ii. Telecommunications equipment that cannot route or redirect user data traffic or permit visibility into any user data or packets that such equipment transmits or otherwise handles.
 - (2) By necessary implication and regulation, the prohibitions also do not apply to:
 - i. Covered telecommunications equipment or services that:
 - i. Are not used as a substantial or essential component of any system;
 - and ii. Are not used as critical technology of any system.
 - ii. Other telecommunications equipment or services that are not considered covered telecommunications equipment or services.
- d. Reporting requirement.
 - (1) In the event the contractor identifies covered telecommunications equipment or services used as a substantial or essential component of any system, or as critical technology as part of any system, during contract performance, or the contractor is notified of such by a subcontractor at any tier or by any other source, the contractor shall report the information in paragraph (d)(2) of this clause to the recipient or subrecipient, unless elsewhere in this contract are established procedures for reporting the information.
 - (2) The Contractor shall report the following information pursuant to paragraph (d)(1) of this clause:
 - i. Within one business day from the date of such identification or notification: The contract number; the order number(s), if applicable; supplier name; supplier unique entity identifier (if known); supplier Commercial and Government Entity (CAGE) code (if known); brand; model number (original equipment manufacturer number, manufacturer part number, or wholesaler number); item description; and any readily available information about mitigation actions undertaken or recommended.
 - ii. Within 10 business days of submitting the information in paragraph (d)(2)(i) of this clause: Any further available information about mitigation actions undertaken or recommended. In addition, the contractor shall describe the efforts it undertook to prevent use or submission of covered telecommunications equipment or services, and any additional efforts that will be incorporated to prevent future use or submission of covered telecommunications equipment or services.
- e. Subcontracts. The Contractor shall insert the substance of this clause, including this paragraph (e), in all subcontracts and other contractual instruments.

12. Domestic Preference for Procurements

(2 CFR 200.322)

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

**EXHIBIT E
GRANT CONTRACT PROVISIONS**

subcontracts including all contracts and purchase orders for work or products under this contract.

(b) For purposes of this section:

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

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

13. Contracting with small and minority businesses, women's business enterprise, and labor surplus area firms

(2 CFR §200.321)

The Contractor, if subcontracts are to be let, must take all necessary affirmative steps to assure that minority businesses, women's business enterprises, and labor surplus area firms are used when possible. Affirmative steps must include:

- (a) Placing qualified small and minority businesses and women's business enterprises on solicitation lists;
- (b) Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources;
- (c) Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority business, and women's business enterprises;
- (d) Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises;
- (e) Using the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce; and,
- (f) Requiring the prime contractor, if subcontracts are to be let, to take the affirmative steps listed in (a) —(e) of this paragraph.

U.S. Housing and Urban Development Community Development Block Grant Disaster Recovery Required Contract Provisions

1. LEAD BASED PAINT

24 CFR 570.487(c)

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GRANT CONTRACT PROVISIONS

States shall devise, adopt and carry out procedures with respect to CDBG assistance that fulfill the objectives and requirements of the Lead-Based Paint Poisoning Prevention Act ([42 U.S.C. 4821](#)–4846), the Residential Lead-Based Paint Hazard Reduction Act of 1992 ([42 U.S.C. 4851](#)–4856), and implementing regulations at part 35, subparts A, B, J, K, and R of this title.

2. SECTION 3

24 CFR 570.487 (d)

Sarasota County will comply with the requirements of Section 3 of the Housing and Urban Development Act (HUD) of 1968 pursuant to 24 CFR 570.607 (b). This legislative directive provides preference to low-income residents, and businesses that substantially employ said persons, for new employment, training, and contracting opportunities resulting from HUD-funded projects. As such it is the intent of the County to give, to the greatest extent feasible, (consistent with existing Federal, State, and local laws and regulations), employment, contracting and other economic opportunities arising in connection with a proposed project to low-income persons, Section 3 residents and business concerns in the local community, and that contracts be awarded to eligible business concerns which employ and/or are owned in substantial part by such low-income persons residing in Sarasota County.

Efforts to ensure that compliance is achieved include: 1) requiring that all Contractors post information at job sites in affected areas regarding employment opportunities and preference in hiring Section 3 employees and 2) advertising projects identifying contracting opportunities and the preference to utilize Section 3 businesses.

Bidder/Proposer is required to indicate whether the Contractor and/or any proposed sub-contractors are Section 3 businesses. Sarasota County encourages the utilization and participation of Section 3 Businesses in procurements, and evaluation proceedings will be conducted within the established guidelines regarding equal employment opportunity and nondiscriminatory action based upon the grounds of race, color, sex or national origin. Interested certified Section 3 firms are encouraged to respond.

3. DUPLICATION OF BENEFITS

Section 312 of Stafford Act

No duplication of benefits will be allowed. Prior to assisting homeowners or homebuyers with CDBG Supplemental Funds, the recipient will need to determine and verify any monies received from any other federal or state financial resources providing disaster recovery funding and any insurance settlement payments provided to your homeowner or homebuyer, and adjust the CDBG Supplemental Funds amount and project scope accordingly.

4. RECORDS RETENTION

The Contractor will make available to the County, U.S. Housing and Urban Development (HUD), Office of Inspector General and the Government Accountability Office any documents, papers, or other records, including electronic records, of the contractor that are pertinent to this contract, in order to make audits, investigations, examinations, excerpts, transcripts, and copies of such documents. This right also

EXHIBIT E GRANT CONTRACT PROVISIONS

includes timely and reasonable access to the contractor's personnel for the purpose of interview and discussion related to such documents. This right of access shall continue for a period of five years after completion of project and final payment by the County.

The Contractor is required to retain financial records, supporting documents, statistical records, and all other non-Federal entity records pertinent to this contract and must be retained for a period of five years from the completion of the project and final payment by the County.

Unless any litigation, claim, or audit is started before the expiration of the 5-year period, the records must be retained until all litigation, claims, or audit findings involving the records have been resolved and final action taken.

The County, U.S. Housing and Urban Development (HUD), Office of Inspector General and the Government Accountability Office shall have the right during normal business hours to conduct announced and unannounced onsite and offsite physical visits of Contractors corresponding to the duration of their records retention obligation.

5. COMPLIANCE WITH STATE, LOCAL, and FEDERAL LAW, REGULATIONS, AND EXECUTIVE ORDERS

This in an acknowledgement that HUD financial assistance will be used to fund all or a portion of this contract. The Contractor will comply with all applicable State, Local, and Federal law, regulations, executive orders.

6. NO OBLIGATION BY THE FEDERAL GOVERNMENT

The Federal Government is not a party to this contract and is not subject to any obligations or liabilities to the non-Federal entity, contractor, or any other party pertaining to any matter resulting from the contract

7. PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS OR RELATED ACT

The contractor acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to the contractor's actions pertaining to this contract

8. CONFLICT OF INTEREST

No employee, officer, or agent may participate in the selection, award, or administration of a contract supported by a Federal award if he or she has a real or apparent conflict of interest. Such a conflict of interest would arise when the employee, officers, or agent, any member of his or her immediate family, his or her partner, or an organization which employs or is about to employ any of the parties indicated herein, has a financial or other interest in or a tangible personal benefit from a firm considered for a contract. The officers, employees, and agents of the

**EXHIBIT E
GRANT CONTRACT PROVISIONS**

non-Federal entity must neither solicit nor accept gratuities, favors, or anything of monetary value from Contractor or parties to subcontracts.

9. AMERICANS WITH DISABILITIES ACT (ADA)

All design and construction must be accessible to individuals with disabilities pursuant to Titles II and III of the Americans with Disabilities Act

STATE OF FLORIDA REQUIRED PROVISIONS

1. Contracting with Entities of Foreign Concern (287.138)

Beginning January 1, 2024, a governmental entity may not accept a bid on, a proposal for, or a reply to, or enter into, a contract with an entity which would grant the entity access to an individual's personal identifying information unless the entity provides the governmental entity with an affidavit signed by an officer or representative of the entity under penalty of perjury attesting that the entity does not meet any of the criteria listed below.

- (a) The entity is owned by the government of a foreign country of concern;
- (b) The government of a foreign country of concern has a controlling interest in the entity; or
- (c) The entity is organized under the laws of or has its principal place of business in a foreign country of concern.

(END EXHIBIT E)

EXHIBIT F CERTIFICATIONS

CERTIFICATION REGARDING LOBBYING

APPENDIX A, 44 C.F.R. PART 18

Certification for Contracts, Grants, Loans, and Cooperative Agreements

The undersigned certifies, to the best of his or her knowledge and belief, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

3. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

The Contractor, DSW homes, certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any.

Date 12/4/2023

Print Name of Authorized Official Jed Webb

Title Vice President of Government Affairs

Signature of Authorized Official jed webb

 Digitally signed by jed webb
Date: 2023.12.04 12:19:41 -07'00'

**EXHIBIT F
CERTIFICATIONS**

GOVERNMENT WIDE DEBARMENT AND SUSPENSION

The Contractor shall comply and facilitate compliance with U.S. Housing and Urban Development Agency regulations, "Non-procurement Suspension and Debarment," 2 C.F.R. part 2424, which adopts and supplements the Office of Management and Budget (U.S. OMB) "Guidelines to Agencies on Governmentwide Debarment and Suspension (Non-procurement)," 2 C.F.R. part 180. These provisions apply to each contract at any tier of \$25,000 or more, and to each contract at any tier for a federally required audit (irrespective of the contract amount), and to each contract at any tier that must be approved by a HUD official irrespective of the contract amount. As such, the Contractor shall verify that its principals, affiliates, and subcontractors are eligible to participate in this federally funded contract and are not presently declared by any Federal department or agency to be:

- a. Debarred from participation in any federally assisted Contract;
- b. Suspended from participation in any federally assisted Contract;
- c. Proposed for debarment from participation in any federally assisted Contract;
- d. Declared ineligible to participate in any federally assisted Contract;
- e. Voluntarily excluded from participation in any federally assisted Contract; or
- f. Disqualified from participation in any federally assisted Contract.

By signing and submitting this form, the bidder or proposer certifies as follows:

The certification in this clause is a material representation of fact relied upon by the County. If it is later determined by the County that the bidder or proposer knowingly rendered an erroneous certification, in addition to remedies available to the County, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment. The bidder or proposer agrees to comply with the requirements of 2 C.F.R. part 180, subpart C, as supplemented by 2 C.F.R. part 2424, while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

Date 12/4/2023

Print Name of Authorized Official Jed Webb

Title Vice President of Government Affairs

Signature of Authorized Official jed webb  Digitally signed by jed webb
Date: 2023.12.04 12:20:55 -07'00'

Company Name DSW Homes

**EXHIBIT F
CERTIFICATIONS**

**FOREIGN COUNTRY OF CONCERN ATTESTATION
(PUR 1355)**

This form must be completed by an officer or representative of an entity submitting a bid, proposal, or reply to, or entering into, renewing, or extending, a contract with a Governmental Entity which would grant the entity access to an individual's Personal Identifying Information. Capitalized terms used herein have the definitions ascribed in [Rule 60A-1.020, F.A.C.](#)

DSW Homes LLC (Insert Company name) is not owned by the government of a Foreign Country of Concern, is not organized under the laws of nor has its Principal Place of Business in a Foreign Country of Concern, and the government of a Foreign Country of Concern does not have a Controlling Interest in the entity.

Under penalties of perjury, I declare that I have read the foregoing statement and that the facts stated in it are true.

Printed Name: Jed Webb

Title: Vice President of Government Affairs

Signature: **jed webb** Digitally signed by jed webb
Date: 2024.03.12 10:00:47
-06'00'

Date: 3/12/24

(END EXHIBIT F)