



St. Johns County, Florida
Request for Quotes
For SJC Purchasing Department

March 2, 2020

Project: Misc 20-91; Tier II Site-Specific Environmental Review(s) for
CDBG-DR Restore St. Johns Program

Submitted To: St. Johns County, FL **Date Submitted:** _____

Submitting Firm: _____
Full Legal Company Name

Contact Person: _____
Name & Title

Contact Email & Phone: _____

Proposal Due Date: Friday, March 13, 2020 by 2:00pm
Submit Quotes to: April Bacon at abacon@sjcfl.us.

St. Johns County is requesting quotes from firms to perform the provided scope of work in accordance with all applicable local, state and federal policies, rules, codes and laws, including, but not limited to those provided herein.

SCOPE OF WORK:

The U.S. Department of Housing and Urban Development has awarded Community Development Block Grant - Disaster Recovery (CDBG-DR) funds to Florida Department of Economic Development for activities authorized under Title I of the Housing and Community Development Act of 1974 (42 United States Code (U.S.C.) 5301 et seq.) and described in the State of Florida Action Plan for Disaster Recovery. St. Johns County has entered into an agreement with Florida Department of Economic Opportunity (agreement # H2338) to administer these disaster recovery funds.

St. Johns County is soliciting quotes from qualified firms to provide a Not to Exceed (NTE) Unit Price for the performance of Tier II Site-Specific Environmental Review(s) (Tier II ER) for nineteen (19) residential/project locations in compliance with all applicable 24 CFR 58 and 40 CFR 1508.28 requirements for individual residential properties; as supported by and in compliance with U.S. Department of Housing and Urban Development (HUD) programs such as Community Development Block Grant – Disaster Recovery (CDBG-DR).

Each Tier II ER must provide sufficient level of detail to meet Housing and Urban Development (HUD) expectations including the satisfaction of all HUD, Federal, and State, and Local regulations. Consultant is responsible to provide all necessary required information including but not limited to the following: supporting documents/pictures, drafting of applicable letters/notices, lead based paint testing, Lead Risk Assessment, Asbestos compliance, performance of any and all testing and/or applicable testing reports, technical assistance, as well as any and all additional items required to provide a complete Tier II ER. Initial

tribal consultation is not required unless triggered by special circumstances or findings (consult with County first).

Awarded firms shall be responsible for providing complete Tier II ER(s) up to and including approval by the Florida Department of Economic Opportunity (DEO). All Tier II ER(s) are required to be submitted to the DEO for review and approval. Consultants will be required to address any questions and/or requests for clarification as part of the NTE unit price.

All submitted quotes shall be for principal firms and may include sub-contractors.

The Tier II ER(s) shall be performed in accordance with the broad level review (provided upon request). Each property shall be assessed based on one or more of the applicable proposed actions. The proposed action categories include but are not limited to:

- Repair and elevation
- Reconstruction (Demolition of the storm damaged structure and reconstruction on a previously disturbed residential lot)
- Replacement of manufactured homes (Manufactured home will be replaced with either a manufactured home or stick built home, depending on local code.)
- Relocation while repairs completed
- Mortgage payment
- Buyout and acquisition of property

Lead Based Paint and Asbestos Testing

All asbestos and lead based paint (LBP) testing shall have a 72 hour turnaround period (should testing be required). Consultant shall be responsible for notifying applicants about LBP results. The County must review and approve any and all notification letters prior to applicant notification. Notification letters shall be provided to the County no later than five (5) days after receipt of the final LBP results.

The Consultant is required to adhere to the HUD *Guidelines for the Evaluation and Control of Lead-Based Paint Hazards in Housing*. The Guidelines support HUD's vision to reduce hazards in housing in a cost-effective manner while protecting the health of children. The *Guidelines* apply to lead hazard evaluation and control in all federally associated housing. The *Guidelines* also outline what users have to do to meet requirements and recommendations; identify training – and if applicable, certification – required for people who conduct the work; and describe how the work should be done.

The *Guidelines* complement regulations that have been issued by HUD, the U.S. Environmental Protection Agency (EPA), and the Occupational Safety and Health Administration (OSHA), and policies from the Centers for Disease Control and Prevention (CDC).

This review should not repeat the completed analysis and decisions, but should concentrate on the issues that were not resolved in the broad-level (Tier I) review. Using the protocols established at the broad level, the site-specific review must determine and document the project's adherence to all established protocols and remaining requirements as defined in the broad-level review.

Project Coordination

Any and all work connected to a report or site visit **MUST** be coordinated with St Johns County, prior to commencement. County approval for each individual site must be confirmed before any work can take place. Consultant is expected to provide a weekly status report and attend meetings in person or by phone with the County as needed.

Consultant Staff

Consultant will be required to submit background checks for all inspectors performing site inspections. Background checks will be reviewed by the County prior to the first site visit. Consultant staff is expected to maintain a safe, clean, and orderly work environment.

Contact with Applicants/Public

Consultant is expected to act professionally and be courteous with applicant(s) at all times. Consultant will not answer any questions regarding the Restore St. Johns program. Any and all questions regarding the process or findings shall be directed to their Case Manager and/or County staff. Any issues with applicant(s) will be immediately reported to the County. In the event of an emergency, Consultant will need to contact the appropriate authorities.

Site Visit Coordination

Any site (residential/project location) visit or contact with homeowners **MUST** be coordinated with St Johns County, prior to commencement. All site-specific reviews will be scheduled by County staff. Consultant must have the capacity and flexibility to respond quickly to requests for service and conduct inspections with existing homeowners and/or family members being present. Inspections will be scheduled within six (6) working days after receipt of Notice to Proceed. All site visits shall be scheduled and completed Monday through Friday, 8:00AM to 5:00PM unless otherwise requested by the County. Consultant is expected to complete a minimum of two (2) site visits/inspections per day. If Consultant becomes unable to perform inspection within this time frame due to workload, the Consultant must notify the County as to when the inspection can be conducted and provide the reason for the delay. County staff may accompany site inspectors at the County's discretion.

Site Visit Cancellation

Consultant must provide a minimum of a forty-eight (48) hour notice to County for cancellations and/or changes to scheduled inspections. Consultant must reschedule canceled appointment(s) within six (6) working days of the cancellation.

Completion Timeline

Consultant must complete the Tier II ER(s) within ten (10) days of the site visit/inspection date unless:

- State Historic Preservation Office (SHPO) review is triggered;
- Floodplain Management 8 Step Decision Making Process is triggered;

In the event a SHPO or an 8 step review is triggered, Consultant is to immediately start preparing public notices, consultation letters, and other relevant documents necessary to perform that level of review. Drafts of any and all consultation letters shall be provided to the County within five (5) days of identifying that a SHPO review is required.

Final Reports

Upon completion of the review, Consultant will compile the information gathered in the Tier II ER(s) into reports, using the approved DEO checklist, for submission to the County for each property. All reports must follow DEO's format for Tier II ER(s). Reports shall include: DEO's checklist, site figures, and reference documentation from any agencies contacted during the preparation of the Tier II ER(s). Consultant is responsible for obtaining any and all information necessary for the completion of the Tier II ER(s). In the event that required information is only available in the applicant(s) file, Consultant must contact the County and request the information needed to complete the Tier II ER(s).

Report must be presented in a logical format. Completed reports need to be sequentially numbered; each page of the report must include the **DEO Agreement No.: H2338** along with the specific project number (can be added as a footer or header). Individual reports shall be submitted for each site location. All questions on the DEO checklist must be addressed accordingly and the appropriate documentation must be included for each corresponding question. Upon County and DEO review of final reports, any requested clarifications must be addressed within five (5) days of notification.

PROPOSED PRICING:

Each Respondent shall submit a proposed Not to Exceed Unit Price for Tier II Site-Specific Environmental Review(s) of the nineteen (19) residential locations as required per the Scope of Work. This unit price shall

be inclusive of all fringe, overhead, profit, insurance, bond, incidental expenses, or any other costs associated with providing the respective scope of work.

Requested services shall have deliverables to be completed as per stipulated in the Scope of Work. Any work performed prior to the receipt of the County's Notice to Proceed shall be at the firm's own risk.

The resulting Contract shall be for an amount not to exceed forty-nine thousand dollars (\$49,000.00) with a term of one hundred twenty (120) consecutive days from Notice to Proceed to reach final completion on all deliverables.

| Task | Not to Exceed Unit Price |
|---------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------------------|
| Tier II Site-Specific Environmental Review <i>(per residential/project location)</i> | \$ |
| Additional cost, if necessary, for additional testing and/or assessments under 24 CFR 35 Sub-part(s) B through M <i>(per residential/project location)</i> | \$ |

Note: Proposed unit price must include any and all fees, charges, and costs associated with performing the scope of work. If Vendor has a breakdown of costs it shall be attached to and submitted with this Request for Quotes.

**MANDATORY REQUIREMENTS FOR MISC. 20-91; TIER II SITE-SPECIFIC
ENVIRONMENTAL REVIEW(S) FOR CDBG-DR RESTORE ST. JOHNS PROGRAMS**

Invoicing

Upon completion, the Contractor shall submit an invoice to the SJC Disaster Recovery Division for the services provided. Each invoice shall include the following information: name, address, contact representative of vendor, contract number, date(s) of service, description of service(s) performed, unit prices, extended prices, any and all parts/materials provided, and total amount of invoice.

Each report shall have a separate unique invoice. Invoices shall be paid upon approval by DEO and in order of completion. Each task must be billed to a specific property using the appropriate project number provide by the County. No travel reimbursement is allowed for projects receiving CDBG-DR funds.

Invoices shall be submitted to: SJC Disaster Recovery
Attn: Bryan Matus
500 San Sebastian View
St. Augustine, FL 32084

Taxes – Project is subject to Federal Excise and Florida Sales Taxes, which must be included in Vendor's proposal.

Indemnity

To the fullest extent permitted by law, the Vendor shall indemnify and hold harmless the Owner, its officials, and employees, from and against liability, claims, damages, losses and expenses including attorney's fees arising out of or resulting from performance of the work, provided that such liability, claims, damages, loss or expense is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than the work itself) including loss of use resulting therefrom, but only to the extent caused in whole or in part, by negligent acts or omissions of the Vendor, a Subcontractor, or anyone directly or indirectly employed by them or anyone for whose acts they may be liable, regardless of whether or not such liability, claim, damage, loss or expense is caused in part by a party indemnified hereunder.

In claims against any person or entity indemnified under this paragraph by an employee of the Vendor, a Subcontractor, anyone directly or indirectly employed by them or anyone for whose acts they may be liable, the indemnification obligation under this shall not be limited by a limitation on amount or type of damages, compensation or benefits payable by or for the Vendor or a Subcontractor under workers' compensation acts, disability benefits acts or other employee benefits acts.

Governing Laws & Regulations

The Vendor shall be responsible for being familiar and complying with any and all federal, state, and local laws, ordinances, rules and regulations that, in any manner, affect the work required under this contract. The agreement shall be governed by the laws of the State of Florida and St. Johns County both as to interpretation and performance.

For the project awarded under this contract relating to an Emergency declaration, the Vendor will comply with the strictest provisions of Federal 2 CFR 200, 24 CFR 58, 40 CFR 1508.28, State, and Local procurement Rules, Regulations and/or Ordinances, etc.

E-Verify

The Design-Builder must utilize the US Department of Homeland Security's E-Verify System to verify employment eligibility of all personnel performing any work on the project. Additionally, the Design-Builder must expressly require any sub-contractors or sub-consultants performing work or providing services pursuant to the project shall likewise utilize the US Department of Homeland Security's E-Verify System to verify employment eligibility of all employees hired by the sub-contractor or sub-consultant while working on the project.

Sub-Contractors

Each Vendor shall submit to the County, a list of Subcontractors and major materials suppliers to be used if awarded the contract.

Upon request by the County, the successful Vendor shall within seven (7) days thereafter, submit all data required to establish to the satisfaction of the County, the reliability and responsibility of the proposed Subcontractors to furnish and perform the work described in the Sections of the Specifications pertaining to such proposed Subcontractor's respective trades.

Prior to award, the County will notify the Vendor in writing if the County, after due investigation, has reasonable and substantial objection to any person or organization proposed as a Subcontractor. The Vendor may then, at his option, withdraw his Quote without forfeiture of Bid Security (if applicable) or submit an acceptable substitute at no increase in Quote price. If the Vendor fails to submit an acceptable substitute within seven (7) days of the original notification, the County may then, at its option, disqualify the Vendor, at no cost to the County.

The County reserves the right to disqualify any Contractor, Subcontractor, Vendor, or material supplier due to previously documented project problems, either with performance or quality.

Subcontractors and other persons and organizations proposed by the Vendor and accepted by the County, must be used on the work for which they were proposed and accepted and shall not be changed except with the written approval of the County.

It is the intent of the County to ensure that Disadvantaged Business or Small Business Enterprise (DBE/SBE), Minority Business Enterprise (MBE) and Women Business Enterprise (WBE) have equal opportunity to receive and participate in Federal assisted contracts and also uphold the following standards:

- To ensure nondiscrimination in the award and administration of Federal assisted contracts;
- To create a level playing field on which DBEs can compete fairly for Federal assisted contracts;
- To ensure that the DBE Program is narrowly tailored in accordance with applicable law;
- To help remove barriers to the participation of DBEs in Federal assisted contract: and
- To assist the development of firms that can compete successfully in the market place outside the DBE Program.

If the Vendor is not a DBE/MBE/WBE firm the Vendor entering into an agreement for this project must meet the following criteria:

1. Achieve DBE/MBE/WBE participation by using DBE/MBE/WBE Subcontractors **OR**
2. If unable to utilize DBE/MBE/WBE certified Subcontractors, must be able to submit documentation detailing the Good Faith Efforts made in utilization of potential DBE/MBE/WBE Subcontractors

Public Records

In accordance with Chapter 119 of the Florida Statutes (Public Records Law) and Chapter 286 Freedom of Information Act, and except as may be provided by other applicable State and Federal Law, all proposers should be aware that Request for Bids and the responses thereto are public record. Proposers should identify specifically any information contained in their proposals which they consider confidential and/or proprietary and which they believe to be exempt from disclosure, citing specifically the applicable exempting law. Failure to identify confidential and/or proprietary information prior to submission of the proposal may result in such information being subject to release if requested in a public records request.

Form of Agreement

The Agreement for Work shall be in the form decided upon by the County to be that which is in the best interest of the County. Should a Contract Agreement be issued it shall be on a form provided by the County incorporating and in accordance with the Terms and Conditions detailed herein.

Insurance Requirements

The Vendor shall not commence work under this Contract until he/she has obtained all insurance required under this section and such insurance has been approved by the County. All insurance policies shall be issued by companies authorized to do business under the laws of the State of Florida. The Vendor shall furnish proof of Insurance to the County prior to the commencement of operations. The Certificate(s) shall clearly indicate the Vendor has obtained insurance of the type, amount, and classification as required by contract and that no material change or cancellation of the insurance shall be effective without thirty (30) days prior written notice to the County. Certificates shall specifically include the County as Additional Insured for all lines of coverage except Workers' Compensation and Professional Liability. A copy of the endorsement must accompany the certificate. Compliance with the foregoing requirements shall not relieve the Vendor of its liability and obligations under this Contract.

Certificate Holder Address: St. Johns County, a political subdivision of the State of Florida
 500 San Sebastian View
 St. Augustine, FL 32084

The Vendor shall maintain during the life of this Contract, Comprehensive General Liability Insurance with minimum limits of \$1,000,000 per occurrence, \$2,000,000 aggregate, to protect the Vendor from claims for damages for bodily injury, including wrongful death, as well as from claims of property damages which may arise from any operations under this contract, whether such operations be by the Vendor or by anyone directly employed by or contracting with the Vendor.

The Vendor shall maintain during the life of this Contract, Comprehensive Automobile Liability Insurance with minimum limits of \$300,000 combined single limit for bodily injury and property damage liability to protect the Vendor from claims for damages for bodily injury, including the ownership, use, or maintenance of owned and non-owned automobiles, including rented/hired automobiles whether such operations be by the Vendor or by anyone directly or indirectly employed by a Contractor.

The Contractor shall maintain during the life of this Contract, adequate Workers' Compensation Insurance in at least such amounts as are required by the law for all of its employees per Florida Statute 440.02.

In the event of unusual circumstances, the County Administrator or his designee may adjust these insurance requirements.

Use of Logos

Any use of State or County logo(s) is not permitted without written consent. Consultant should use their own logo on all created documents.

CDBG-DR REQUIRED CONTRACT CLAUSES

1. Equal Employment Opportunity

- a. The contractor agrees to comply with the requirements of Chapter 760, Florida Statutes, and with Title VI of the Civil Rights Act of 1964 as amended, Title VIII of the Civil Rights Act of 1968 as amended, Section 104(b) and Section 109 of Title I of the Housing and Community Development Act of 1974 as amended, Section 504 of the Rehabilitation Act of 1973, the Americans with Disabilities Act of 1990, the Age Discrimination Act of 1975, Executive Order 11063, and Executive Order 11246 as amended.
- b. If this contract is in excess of \$10,000 and meets the definition of a “federally assisted construction contract” as provided in 41 C.F.R. § 60-1.3, the following shall apply to the contractor’s performance under this contract:
 - i. The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this non-discrimination clause.
 - ii. 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, or national origin.
 - iii. The contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as part of such employee’s essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the contractor’s legal duty to furnish information.
 - iv. 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’ representatives 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.

- v. 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.
- vi. 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.
- vii. 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.
- viii. The contractor will include the portion of the sentence immediately preceding paragraph (a) and the provisions of paragraphs (a) through (h) 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, 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.

For the purposes of this section, "federally assisted construction contract" means any agreement or modification thereof between any applicant and a person for construction work which is paid for in whole or in part with funds obtained from the Government or borrowed on the credit of the Government pursuant to any Federal program involving a grant, contract, loan, insurance, or guarantee, or undertaken pursuant to any Federal program involving such grant, contract, loan, insurance, or guarantee, or any application or modification thereof approved by the Government for a grant, contract, loan, insurance, or guarantee under which the applicant itself participates in the construction work.

For the purposes of this section, "construction work" means the construction, rehabilitation, alteration, conversion, extension, demolition or repair of buildings, highways, or other changes or improvements to real property, including facilities providing utility services. The term also includes the supervision, inspection, and other onsite functions incidental to the actual construction.

2. Davis Bacon Act.

- a. This section applies to all construction contracts in excess of \$2,000.
- b. In accordance with the requirements of the Davis Bacon Act (40 U.S.C. §§ 3141-3144 and 3146-3148) as supplemented by Department of Labor regulations at 29 C.F.R. Part 5 (Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction), the contractor shall pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, the contractor shall pay wages not less than once a week.
- c. Award of this contract to the contractor is conditioned upon the contractor's acceptance of the current prevailing wage determination issued by the Department of Labor as provided in the solicitation for this contract.

3. Copeland Anti-Kickback Act.

- a. This section applies to all contracts and subcontracts in excess of \$2,000 for construction or repair.
- b. Contractor. The contractor shall comply with 18 U.S.C. § 874, 40 U.S.C. § 3145, and the requirements of 29 C.F.R. Part 3 as may be applicable, which are incorporated by reference into this contract. Specifically, the contractor is prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled.
- c. Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clause above and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all of these contract clauses.
- d. Breach. A breach of the contract clauses above may be grounds for termination of the contract, and for debarment as a contractor and subcontractor as provided in 29 C.F.R. § 5.12.

4. Contract Work Hours and Safety Standards Act.

- a. This section applies to all contracts in excess of \$100,000 that involve the employment of mechanics or laborers as provided in 40 U.S.C. § 3701.
- b. As provided in 40 U.S.C. § 3702, and as supplemented by Department of Labor regulations (29 C.F.R. Part 5), the contractor shall 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.
- c. The requirements of 40 U.S.C. § 3704, as supplemented by 29 C.F.R. Part 5, shall apply 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.

- d. 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.
- e. In the event of any violation of the clause set forth in paragraph (d) of this section 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 (d) 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 (d) of this section.
- f. 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 (e) of this section.
- g. The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (c) through (f) 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 (c) through (f) of this section.

5. Compliance With Clean Air Act.

- a. The contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 et seq.
- b. 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 state of Florida, Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.
- c. The contractor agrees to include these requirements in each subcontract exceeding \$100,000 financed in whole or in part with Federal assistance provided through Community Development Block Grant Disaster Recovery funds.

6. Compliance with Federal Water Pollution Control Act.

- a. The contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq.

- b. 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 state of Florida, Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.
- c. The contractor agrees to include these requirements in each subcontract exceeding \$100,000 financed in whole or in part with Federal assistance provided through Community Development Block Grant Disaster Recovery funds.

7. Debarment and Suspension.

- a. This contract is a covered transaction for purposes of 2 C.F.R. Part 180 and 2 C.F.R. Part 3000. As such the contractor is required to verify that none of the contractor, its principals (defined at 2 C.F.R. § 180.995), or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).
- b. The contractor must comply with 2 C.F.R. Part 180, Subpart C and 2 C.F.R. Part 3000, Subpart C and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.
- c. This certification is a material representation of fact relied upon by the County. If it is later determined that the contractor did not comply with 2 C.F.R. Part 180, Subpart C and 2 C.F.R. Part 3000, Subpart C, in addition to remedies available to the state of Florida and the County, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.
- d. The bidder or proposer agrees to comply with the requirements of 2 C.F.R. Part 180, Subpart C and 2 C.F.R. Part 3000, Subpart C 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.

8. Byrd Anti-Lobbying Amendment

Contractors who apply or bid for an award of \$100,000 or more shall 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 shall 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 recipient.

APPENDIX A, 44 C.F.R. PART 18: CERTIFICATION REGARDING LOBBYING

Certification for Contracts, Grants, Loans, and Cooperative Agreements (To be submitted with each bid or offer exceeding \$100,000)

The undersigned [Contractor] certifies, to the best of his or her knowledge, 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 31 U.S.C. § 1352 (as amended by the Lobbying Disclosure Act of 1995). 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, _____, certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. § 3801 et seq., apply to this certification and disclosure, if any.

Signature of Contractor's Authorized Official

Name and Title of Contractor's Authorized Official

Date

9. Procurement of Recovered Materials.

- a. In the performance of this contract, the contractor shall comply with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Recovery Act. The contractor shall make maximum use of products containing recovered materials that are EPA- designated items, as set forth in 40 C.F.R. Part 247, Subpart B, unless the product cannot be acquired—
 - i. Competitively within a timeframe providing for compliance with the contract performance schedule;
 - ii. Meeting contract performance requirements; or
 - iii. At a reasonable price.
- b. The requirements of this section apply to the purchase or acquisition of any procurement item where the purchase price of the item exceeds \$10,000 or where the quantity of such item or of any functionally equivalent item purchased or acquired in the course of the previous fiscal year is \$10,000 or more.

10. Section 3 Clause.

- a.** The work to be performed under this agreement is a project assisted under a program providing direct federal financial assistance from the U.S. Department of Housing and Urban Development (HUD) and is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended (12 U.S.C. 1701). Section 3 requires that to the greatest extent feasible, opportunities for training and employment be given to low- and very low-income residents of the project area, and that contracts for work in connection with the project be awarded to business concerns that provide economic opportunities to low- and very low-income persons residing in the metropolitan area in which the project is located.
- b.** The parties to this agreement agree to comply with the requirements of 24 C.F.R. Part 135, which implement Section 3. As evidenced by their execution of this agreement, the parties certify that they are under no impediment what would prevent them from complying with these requirements.
- c.** The contractor agrees to send to each labor organization or representative of workers with which the contractor has a collective bargaining agreement or other understanding, if any, a notice advertising the contractor's commitments under this Section 3 clause. The contractor shall post copies of this notice in conspicuous places at the worksite where both employees and applicants for training and employment positions can see the notice. The notice shall describe the Section 3 preference, shall set forth the minimum number and job titles subject to hire, the availability of apprenticeship and training positions, the qualifications for each, the name and location of the person(s) taking applications for each position, and the anticipated date the work shall begin.
- d.** The contractor agrees to include this Section 3 clause in every subcontract subject to compliance with the regulations set forth in 24 C.F.R. Part 135 and agrees to take appropriate action, as provided in the applicable provision of the subcontract, or in this Section 3 clause, upon finding that the subcontractor is in violation of the regulations set forth in 24 C.F.R. Part 135. The contractor shall not subcontract with any subcontractor where the contractor has notice or knowledge that the subcontractor has been found in violation of the regulations in 24 C.F.R. Part 135.
- e.** The contractor will certify that any vacant employment positions, including training positions, that are filled (1) after the contractor is selected but before the contract is executed, and (2) with persons other than those to whom the regulations of 24 C.F.R. part 135 require employment opportunities to be directed, were not filled to circumvent the contractor's obligations under 24 C.F.R. part 135.
- f.** Noncompliance with the regulations set forth in 24 C.F.R. part 135 may result in sanctions, termination of this agreement for default, and debarment or suspension from future HUD-assisted contracts.
- g.** With respect to work performed in connection with Section 3-covered Indian housing assistance, Section 7(b) of the Indian Self-Determination and Education Assistance Act (25 U.S.C. 450e) also applies to the work to be performed under this agreement. Section 7(6) requires that to the greatest extent feasible, (i) preference and opportunities for training and employment shall be given to Indians, and (ii) preference in the award of contracts and

subcontracts shall be given to Indian organizations and Indian-owned Economic Enterprises. Parties to this agreement that are subject to the provisions of Section 3 and Section 7(b) agree to comply with Section 3 to the maximum extent feasible, but not in derogation of compliance with Section 7(b).

11. Compliance with Federal Law, Regulations, and Executive Orders.

This is an acknowledgement that this contract is funded entirely or in part by Community Development Block Grant Disaster Recovery funds. The contractor will comply with all applicable federal law, regulations, executive orders, and Department of Housing and Urban Development policies, procedures, and directives, including, but not limited to:

- a. The Housing and Community Development Act of 1974, as amended;
- b. Section 312 of the Robert T. Stafford Disaster Relief and Emergency Assistance Act (42 U.S.C. § 5155), as amended;
- c. Section 18 of the Small Business Act (14A U.S.C. § 647), as amended;
- d. 44 C.F.R. § 206.191 (Duplication of Benefit), as amended;
- e. Federal Register, Vol. 76, No. 221, November 16, 2011 (76 FR 71060): Clarification of Duplication of Benefits Requirements Under the Stafford Act for Community Development Block Grant (CDBG) Disaster Recovery Grantees;
- f. Public Law 114-223: Continuing Appropriations Act, 2017;
- g. Public Law 114-254: Further Continuing and Security Assistance Appropriations Act, 2017;
- h. HUD Federal Register Notice published at 81 FR 83254 dated November 21, 2016;
- i. HUD Federal Register Notice published at 82 FR 5591 dated January 18, 2017; and
- j. HUD Federal Register Notice published at 82 FR 36812 dated August 7, 2017.

12. No Obligation by 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.

13. Fraud and False or Fraudulent or Related Acts.

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.