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6. These documents shall not be altered in any manner. Utilization or viewing of these electronic documents shall constitute implicit acknowledgement and acceptance of these provisions. Failure to comply with these provisions may result in rejection of your bid.



**Community Development Block Grant (CDBG)
Swale Blocks & Drainage Improvements**

Multiple Sites

Volume 2 of 2

Miami-Dade County

Supplemental Solicitation
and
Contract Documents

Small Business Enterprise-Construction Program (SBE-CONST.):
Not Applicable

Community Workforce Program:
Not Applicable

DTPW Capital Improvements Engineer:
Elva Rosa Reyes

RPQ Issue Date:
03/19/2026

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SPECIAL PROVISIONS

SPECIAL PROVISIONS

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1. GENERAL REQUIREMENTS

1.01 MISCELLANEOUS CONSTRUCTION CONTRACTS (MCC) PLAN. GENERAL TERMS AND CONDITIONS AND SPECIAL CONDITIONS

- A. Division 01 (General Requirements) of the DTPW Specifications amends the MCC Plan, and other provisions of the Contract Documents. All requirements of the MCC Plan, Resolution and amendments', or portions thereof, which are not specifically modified, deleted, or superseded by Division 01, remain in full effect. In the event a conflict between these two complementary portions of the Contract Documents occurs, Division 1 will prevail and Engineer will provide clarification and final determination. These Special Provisions also amend, complement, modify or delete items from the DTPW Construction Specifications of these Solicitation and Contract Documents.

1.02 SCOPE OF WORK

- A. Work under this Contract includes furnishing of all supervision, labor, materials, tools, equipment and performing all operations required to construct the Work in accordance with the Contract Documents.
- B. Work includes but is not limited to the installation of swale blocks, including excavation, saw cut edge of pavement, curb border, base & subbase preparation, aggregates, and four locations for the installation of an Arbor System Urban Tree Planting System or approved equal.
- C. Work includes but is not limited to the installation of drainage structures, French drains, miscellaneous drainage improvements, driveway restoration, grading, sodding, and miscellaneous roadway restoration including construction of concrete curb and gutters, and sidewalks where needed in accordance with the construction plans and specifications.
- D. If any changes are required due to conflict of design and or field conditions, the Engineer will make the final determination.
- E. Contractor and all subcontractors, under this Contract, are prohibited from performing any work, other than specified in the Contract and/or directed by the Engineer, within the limits of the project site, without prior written notification to the Engineer. This includes any work for private or commercial entities.

1.03 LOCATION OF WORK

- A. This is a work order driven contract. The locations of work to be performed under the terms of this Contract have been tentatively listed as follows:
 - 1. Swale Blocks at NW 8 Street and NW 10 Street from NW 82 Ave. to NW 78 Ave.
 - 2. SW 118 Court and SW 220 Street.
 - 3. SW 15 Street from SW 73 Ave. to SW 72 Ave. and SW 14 Street from SW 73 Place to SW 73 Ave

- B. The County may update the sites above subsequent to the Award of this Contract by adding, deleting, or substituting with comparable sites. Work orders will identify the location, description and amount of work to be accomplished. The combined total cost for all work authorized by the Work Order(s) shall not exceed the Contract Award amount.

1.04 PLANS

- A. Engineering Drawings titled 1) "Swale Blocks at NW 8 Street and NW 10 Street from NW 82 Ave. to the East, (Project #20250006; 2) SW 118 Court and SW 220 Street (Project #20240249) and 3) SW 15 Street from SW 73 Ave. to SW 72 Ave. and SW 14 Street from SW 73 Place to SW 73 Avenue, (Project #20230182)", Miami Dade County, Department of Transportation and Public Works, Highway Division, are included with these Contract Documents. Additional standard details are available in the Miami-Dade County Public Works Manual and the latest edition of the Florida Department of Transportation's Design Standards for Design, Construction, Maintenance and Utility Operations on The State Highway System.
- B. The County through its Engineer shall have the right to modify the details and/or sketches, to supplement the sketches with additional plans and/or with additional information as work proceeds; all of which shall be considered as plans accompanying these Specifications herein generally referred to as the "Plans." In case of disagreement between the Plans and Specifications, the Engineer shall make a final determination as to which shall govern.

1.05 TIME FOR COMPLETION

- A. This is a Work order driven Contract. The total Contract duration is 330 days. Perform each work order fully, entirely, and in accordance with the Contract Documents within the Contract Time specified in each Work Order. Time commences to run once the first Work Order is issued. Each work order is subject to the requirements of Subarticle 1.06, F, 4, Additional Requirements for work order contracts and Subarticle 1.06 J, Liquidated Damages of the General Requirements (Division 1). And as expanded under Article 1.12, Liquidated Damages, of the Supplementary Conditions.
- B. The effective date of the "Notice to Proceed" will be established during the Preconstruction Conference which is held shortly after the Award of Contract and which is attended by members of Department of Transportation and Public Works, the Contractor, representatives of utility companies, and others affected by the Work. The effective date shall be set as a date no later than 30 calendar days after the date of execution of the Contract Documents, unless a later date acceptable to both parties is agreed upon in writing.

2. GENERAL CONSTRUCTION

2.01 FIELD OFFICE

- A. A local field office is not required; however, the Contractor will be required to provide the Engineer with a local (Miami-Dade County) telephone or cellular number, where the Contractor may be contacted 24 hours a day, 7 days a week during the period for which the Contract is in force.

2.02 MOBILIZATION (ARTICLE 101)

- A. DTPW Construction Specification, Page 1, Article 101-B.2.b - "Payment will be made under..."; is deleted in its entirety and replaced with the following:
 - 1. No item for "Mobilization" has been provided in the Bid Form of the Proposal; however, the Contractor will be entitled to collect a Mobilization fee of \$500 per Work Order. This amount will be paid from a dedicated allowance established by the County.

2.03 MAINTENANCE OF TRAFFIC (ARTICLE 102)

- A. Delete DTPW Construction Specification, Page 8, Article 102-K.1 and replace it with the following:
 - 1. Method of Measurement.
 - a. Work under MOT will be compensated at, but not to exceed, 2 percent of each invoice from an appropriate dedicated allowance. The total compensation under this item shall not exceed 2 percent of the Contract Subtotal Amount. Payment shall be full compensation for all work and costs specified under this Section including furnishing, installing, operating, maintaining and removing all required traffic control devices, signs, warning devices, barriers and other MOT devices or requirements not specifically covered for payment under the MOT items listed below. Such price and payment shall constitute full compensation for furnishing (including hardware, lights and posts if required), installing, relocating, maintaining, and removing of temporary traffic control devices.

2.04 SWALE BLOCK

- A. DESCRIPTION.
 - 1. Construction of Concrete Swale Block lattice type in swales and other locations as shown in the plans or as directed by the engineer.
- B. MATERIALS.
 - 1. Concrete Block:
 - a. Use block approximately 3 1/8" in depth. The minimum required thickness of the web between the openings is 1". The percent of open area shall range between 30% and 50%. The block shall have an average compressive strength of 5,000psi and no individual unit compressive strength of less than 4,500psi.

2. Block Opening Filler:
 - a. Swale block openings shall be filled with No. 8 coarse aggregate that meets the requirements of Section 901-1.4 of the Florida Department of Transportation Standard Specifications for Road and Bridge Construction 2014.
3. Leveling Course:
 - a. Shall be No. 8 coarse aggregate. . It shall meet the requirements of Section 901-1.4 of the Florida Department of Transportation Standard Specifications for Road and Bridge Construction 2014.
4. Base Course:
 - a. Shall be No. 5 coarse aggregate. It shall meet the requirements of Section 901-1.4 of the Florida Department of Transportation Standard Specifications for Road and Bridge Construction 2014.
5. Curb Border:
 - a. Use Class I concrete meeting the requirements of Section 347 of the Florida Department of Transportation Standard Specifications for Road and Bridge Construction 2014.

C. PLACEMENT.

1. Base course:
 - a. Place a 9" layer of No. 5 coarse aggregate on firm and unyielding sub-grade and level surface layer to a uniform plane.
2. Leveling Course:
 - a. Place a 3" layer of No. 8 coarse aggregate over the base course. Vibrate layer to a uniform plane surface with a low amplitude plate compactor.
3. Block:
 - a. Hand place and interlock each concrete block in place to prevent excessive movement. Firmly seat each block on the leveling course so it is in contact over its entire area to prevent stress due to uneven placement. Vibrate blocks with a low amplitude plate compactor fitted with either a rubber or a neoprene mat.
4. Block Opening Filler:
 - a. Fill swale concrete block openings with No. 8 coarse aggregate.
5. Curb Border:
 - a. It shall comply with Section 520 of the Florida Department of Transportation Standard Specifications for Road and Bridge Construction 2014.

D. METHOD OF MEASUREMENT.

1. This item will be paid for by area in square yard of swale block, completed and accepted.

E. BASIS OF PAYMENT.

1. Price and payment will be full compensation for furnishing and installing the swale blocks and all labor, materials and equipment necessary for placement of the block including but not limited to excavation and disposal of excavated material, compacting the sub-grade to a firm unyielding surface, furnishing and installing the base course materials, furnishing and installing the leveling course and fill the fill block-fill cells with the leveling course material and all material, labor and equipment to saw cut the pavement, and all labor, materials and equipment necessary for construction and placement of the curb border block including but not limited to excavation and disposal of excavated.

F. Payment shall be made under:

Item No.	Description	Unit
526-70-2C	Swale Block	S.Y.

2.05 SECTION 3 - REQUIREMENTS FOR PROCUREMENT CONTRACTS

A. The contractor is responsible to comply with the Section 3 - Requirements for Procurement Contracts of the Miami Dade County Housing and Community Development, under Appendix "B" to Special Provisions of the Contract Documents, Volume 2 of 2.

2.06 EXECUTED AGREEMENT BETWEEN DTPW & HCD

A. The contractor is responsible to comply with all Terms and Conditions of the Executed Agreement between Department of Transportation and Public Works and Housing Community Development, under Appendix "C" to Special Provisions of the Contract Documents, Volume 2 of 2.

2.07 HCD FEDERAL LABOR STANDARDS

A. The contractor is responsible to comply with all Terms and Conditions of the Housing and Community Development Federal Labor Standards Package, under Appendix "D" to Special Provisions of the Contract Documents, Volume 2 of 2.

APPENDIX "A" TO SPECIAL PROVISIONS
AUTHORIZATION AGREEMENT FOR AUTOMATIC DEPOSIT



ACH AUTHORIZATION AGREEMENT FOR AUTOMATIC DIRECT DEPOSIT OF MIAMI-DADE COUNTY WARRANTS

We hereby authorize the Finance Department to initiate credit entries and, if necessary, a debit entry in order to reverse a credit entry made in error in accordance with NACHA rules.

Original form must be received before we can process your request for ACH deposits. Please refer to page 2 for instructions. Processing of the form is approximately 15 days from receipt of completed original form. This authority is to remain in effect until revoked in writing and received by the Finance Department. Account changes must be reported at a minimum **fifteen (15) days prior to actual change.**

Section 1 (TO BE COMPLETED BY VENDOR) - ALL FIELDS ARE REQUIRED

TRANSACTION TYPE: New Change Terminate

FEDERAL IDENTIFICATION NUMBER

--	--	--	--	--	--	--	--	--	--	--	--

(AS PER CURRENT W-9) (FOR INTERNAL USE ONLY)

VENDOR NAME : _____

DBA (DOING BUSINESS AS) : _____

TELEPHONE NUMBER : _____

FISCAL OFFICER NAME AND TITLE : _____

FISCAL OFFICER'S EMAIL : _____

ACH NOTIFICATION EMAIL: _____

(This is the email where payment information will be sent)

ROUTING NUMBER

--	--	--	--	--	--	--	--	--	--	--	--

(FOR INTERNAL USE ONLY)

VENDOR'S BANK ACCOUNT NUMBER

--	--	--	--	--	--	--	--	--	--	--	--

TYPE OF ACCOUNT Checking Savings

AUTHORIZED SIGNATURE _____ DATE : _____

PRINTED NAME _____

A VOIDED CHECK OR REDACTED COPY OF A BANK STATEMENT FOR THE ACCOUNT LISTED ABOVE MUST BE PROVIDED. PLEASE REFER TO INSTRUCTIONS FOR OUR MAILING ADDRESS. SUBMISSION OF YOUR E-MAIL ADDRESS IS MANDATORY IN ORDER TO PARTICIPATE IN THIS PAYMENT OPTION.

Section 2 (TO BE COMPLETED BY FINANCIAL INSTITUTION)

FINANCIAL INSTITUTION NAME: _____

ADDRESS: _____

BANK OFFICIAL NAME (PRINTED) AND TITLE : _____

TELEPHONE NUMBER : _____ EMPLOYEE ID NO. : _____

EMAIL : _____

- I have verified that the account and routing number provided above is correct and corresponds to vendor noted above.
- I have also verified that the person signing is an authorized signer on the account specified.

SIGNATURE _____ DATE : _____

Section 3 (TO BE COMPLETED BY MIAMI-DADE FINANCE DEPARTMENT)

Accounts Payable Verifications		Cash Management	Input/Output
Corp. Officer Name : _____	Verified by: _____	Routing # verified by : _____	ACH Indicator updated by : _____
	A/P Staff: _____		
Corp. Officer Title : _____	Date: _____	Date: _____	Date of Update : _____
Bank Officer: _____	A/P Supervisor: _____	Verified by : _____	Verified by : _____
	Date: _____	Verification Date: _____	Verification Date: _____



ACH AUTHORIZATION AGREEMENT FOR AUTOMATIC DIRECT DEPOSIT OF MIAMI-DADE COUNTY WARRANTS

INSTRUCTIONS

Please contact us at (305) 375-5111 or email at FIN-ACHN@miamidade.gov if you have any questions or need assistance with this form.

You may obtain blank copies of this form at : http://www.miamidade.gov/finance/library/ach_form.pdf

At our Vendor Payment Inquiry (VPI) website you can obtain payment information as well as status of invoices, payment due date and other important information. You can reach the VPI site at :

<https://w85exp.miamidade.gov/VInvoice/login.do>

Section 1

Transaction Type

New : If vendor is currently not on ACH deposits with Miami-Dade County.

Change : If vendor is currently on ACH deposits with Miami-Dade County and would like to make changes to their information (example : change of financial institution, account number, etc.)

Terminate : If vendor is currently on ACH deposits with Miami-Dade County and would like to switch to either Check or AP Control disbursement type)

Federal Identification Number : Enter your Federal Employer Identification Number (FEIN) or Social Security Number (SSN) used to register you as a vendor with Miami-Dade County. Name and FEIN/SS must be exactly as provided on IRS Form W-9.

Vendor Name : Enter the name of your business or individual name used to register you as a vendor with Miami-Dade County.

DBA (Doing Business As) : If you have registered a DBA for your business or for you as an individual, please enter it here.

Fiscal Officer Name, Title and E-Mail : Name of Authorized Corporate officer, Title and E-Mail address to be contacted to. Corporate officer signing this form must be an authorized signatory in the corporate bank account listed on this form.

ACH Notification E-Mail : This is the E-Mail address where payment information will be sent to.

Section 2

This section must be completed in full and legible manner by your banking institution in order to prevent delays in processing change to ACH.

Both acknowledgment statements must be checked off by Bank Official signing and dating the form.

Section 3

This section will be completed by Miami-Dade County Finance Department.

ORIGINAL FORM AND VOIDED CHECK OR REDACTED STATEMENT MUST BE MAILED TO :

Accounts Payable Manager

Miami-Dade County Finance Department

111 NW First Street, Suite 2620

Miami, Florida 33128

Terms and Conditions

Completed form should not contain any changes (scratched off /white out) or altered information; otherwise, form will not be accepted.

Processing time is approximately fifteen (15) days from receipt of complete form and voided check or redacted Bank statement.

Providing account information does not authorize Miami-Dade County to access bank account activity.

ACH deposits can be made into **only** one (1) bank account. Payments can not be split between multiple accounts.

Notification E-mail providing payment information can be sent to one (1) single E-mail address **only**.

Proper verification will be conducted by Miami-Dade County Finance Department Staff, via a telephone call to confirm the information being provided is accurate.

This authorization shall remain in effect until terminated in writing with sufficient notice to Miami-Dade County Finance Department.

Miami-Dade County will not be responsible for any loss that may arise solely by reason of error, mistake or fraud regarding information provided on this ACH Authorization Agreement Form.

APPENDIX "B" TO SPECIAL PROVISIONS
SECTION 3 - REQUIREMENTS FOR
PROCUREMENT CONTRACTS



MIAMI-DADE COUNTY
HOUSING AND COMMUNITY DEVELOPMENT

APPENDIX #

ATTACHMENT #

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SECTION 3 REQUIREMENTS FOR PROCUREMENT CONTRACTS

I. CONE OF SILENCE EXEMPTION

Housing and Community Development (HCD) staff and bidders, contractors, or proposers may communicate while a bid is in progress and prior to award of a bid to clarify Section 3 definitions, requirements, and business preference procedures, pursuant to the Miami-Dade Commission on Ethics opinion on March 10, 2004.

II. GENERAL REQUIREMENTS

- 1. This contract is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968...
2. Section 3 (24 CFR Part 75) requires that, employment and other economic opportunities generated by certain United States Department of Housing and Urban Development (HUD) financial assistance shall, to the greatest extent feasible and consistent with Federal, State, and local laws and regulations, be directed to low- and very low-income persons...
3. Section 3 requires recipients, contractors, and subcontractors to direct their efforts to award Section 3 covered contract, to the greatest extent feasible, to Section 3 Business Concerns...
4. Contractors must familiarize themselves with the Section 3 regulations and requirements...
5. All bidders, contractors, or proposers (Section 3 and non-Section 3) are required to execute and submit under this Contract all the required forms listed on Section VII of this document...



**MIAMI-DADE COUNTY
HOUSING AND COMMUNITY DEVELOPMENT**

III. SECTION 3 - CLAUSE (24 CFR Part 75):

All section 3 covered contracts shall include the following clause (referred as the section 3 clause). The successful bidder, contractor, or proposer, and selected subcontractors, are bound by the *Section 3 Clause* and must be included in all subcontractor agreements.

- A.** The work to be performed under this contract is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u (Section 3). The purpose of Section 3 is to ensure that the employment and other economic opportunities generated by HUD assistance of HUD-assisted projects covered by Section 3, shall, to the greatest extent feasible, be directed to low- and very low-income persons, particularly persons who are recipients of HUD assistance for housing.
- B.** The parties to this contract agree to comply with HUD's regulations in 24 CFR Part 75, which implement Section 3. As evidenced by their execution of this contract, the parties to this contract certify that they are under no contractual or other impediment that would prevent them from complying with the 24 CFR Part 75 regulations.
- 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 advising the labor organization or worker's representative of the contractor's commitments under this section 3 clause and will post copies of the notice in conspicuous places at the work site where both employees and applicants for training and employment positions can see the notice. The notice shall describe the Section 3 preference, shall set forth minimum number and job titles subject to hire, availability of apprenticeship and training positions, the qualifications for each; and the name and location of the person(s) taking applications for each of the positions; and the anticipated date the work shall begin.
- D.** The contractor agrees to include this Section 3 clause in every subcontract subject to compliance with regulations in 24 CFR Part 75, and agrees to take appropriate action, as provided in an applicable provision of the subcontract or in this Section 3 clause, upon a finding that the subcontractor is in violation of the regulations in 24 CFR Part 75. The contractor will not subcontract with any subcontractor where the contractor has notice or knowledge that the subcontractor has been found in violation of the regulations in 24 CFR Part 75.
- 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 CFR Part 75 require employment opportunities to be directed, were not filled to circumvent the contractor's obligations under 24 CFR part 75.
- F.** Non-compliance with HUD's regulations set forth in 24 CFR Part 75 may result in sanctions, termination of this contract for default, and debarment or suspension from future HUD assisted contracts.
- G.** With respect to work performed in connection with Section 3 covered Indian housing assistance, Section 7(b) of the Indian Self-Determination and Education Assistance Act (25 U.S.C. 450e) also applies to the work to be performed under this contract. Section 7(b) requires that to the greatest extent feasible (i) preference and opportunities for training and employment shall be given to Indians, and (ii) preference in the award of contracts and subcontracts shall be given to Indian organizations and Indian-owned Economic Enterprises. Parties to this contract that are subject to the provisions of Section 3 and Section 7(b) agree to comply with Section 3 to the maximum extent feasible, but not in derogation of compliance with Section 7(b).



MIAMI-DADE COUNTY HOUSING AND COMMUNITY DEVELOPMENT

IV. DEFINITIONS

What is Section 3?

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

What is a Section 3 project?

Section 3 projects are housing rehabilitation, housing construction, and other public construction projects assisted under HUD programs that provide housing and community development financial assistance when the total amount of assistance to the project exceeds a threshold of \$200,000.

What Does “Section 3 Business Concern” mean?

A Section 3 business concern is a business that meets at least one of the following criteria, documented within the last six-month period:

- At least 51 percent owned and controlled by low- or very low-income persons;
- Over 75 percent of the labor hours performed for the business over the prior three-month period are performed by Section 3 workers; or
- A business at least 51 percent owned and controlled by current public housing residents or residents who currently live in Section 8-assisted housing.

What Does “Section 3 Worker” Mean?

A Section 3 worker is any worker who currently fits, or when hired within the past five years fit, at least one of the following categories, as documented: 1. The worker’s income for the previous or annualized calendar year is below the income limit established by HUD (see Question 6 of this part I of these FAQs, below); 2. The worker is employed by a Section 3 business concern (see Question 5 of part I, below); or 3. The worker is a YouthBuild participant.

What Does “Targeted Section 3 Worker” Mean?

A Section 3 targeted worker for Public Housing Financial Assistance projects is a Section 3 worker who: (1) is employed by a Section 3 business concern; or (2) currently fits or when hired fit at least one of the following categories, as documented within the past five years: (i) A resident of public housing or Section 8-assisted housing; (ii) A resident of other public housing projects or Section 8-assisted housing managed by the PHA that is providing the assistance; or (iii) A YouthBuild participant.

How are low-income and very low-income determined?

Low- and very low-income limits are defined in Section 3(b)(2) of the Housing Act of 1937 and are determined annually by HUD. These limits are typically established at 80 percent and 50 percent of the area median individual income. HUD income limits may be obtained from: <https://www.huduser.org/portal/datasets/il.html>.



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What is YouthBuild?

YouthBuild is a community-based pre-apprenticeship program that provides job training and educational opportunities for at-risk youth ages 16-24 who have previously dropped out of high school.

Key Terms

The terms "Bidder," "Contractor," or "Proposer" refer to the individual, firm, entity, or organization submitting a response to this solicitation.

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V. PREFERENCE FOR SECTION 3 BUSINESS CONCERNS (24 CFR Part 75)

ORDER OF PROVIDING PRIORITY RANKINGS:

a) Consistent with existing Federal, state, and local laws and regulations, recipients of public housing financial assistance, and their contractors and subcontractors, must make their best efforts to award contracts and subcontracts to business concerns that provide economic opportunities to Section 3 workers in the following order of priority:

Category 1 Business (Highest Priority)	Section 3 business concern that: (a) Provides economic opportunities for residents of the public housing projects for which assistance is provided.
Category 2 Business	Section 3 business concern that: (b) Provides economic opportunities for residents of other public housing projects or Section-8 assisted housing managed by the PHA that is providing the assistance.
Category 3 Business	Section 3 business concern that: (c) Provides economic opportunities to YouthBuild Programs
Category 4 Business	Section 3 business concern that: Provide economic opportunities to Section 3 workers residing within the metropolitan area (or nonmetropolitan county) in which the assistance is provided.

b) Eligibility for preference. A business concern seeking to qualify for a section 3 contracting preference shall certify or submit evidence, if requested, that the business concern is a Section 3 Business Concern.

c) Ability to complete contract. A Section 3 Business Concern seeking a contract or a subcontract shall submit evidence to the recipient, contractor, or subcontractor (as applicable), if requested, sufficient to demonstrate to the satisfaction of the party awarding the contract that the business concern is responsible and has the ability to perform successfully under the terms and conditions of the proposed contract.

VI. REQUIREMENTS AND PROCEDURES

Establishing benchmarks.

HUD will establish Section 3 benchmarks for Section 3 workers or Targeted Section 3 workers or both through a document published in the Federal Register. HUD may establish a single nationwide benchmark for Section 3 workers and a single nationwide benchmark for Targeted Section 3 workers, or may establish multiple benchmarks based on geography, the type of public housing financial assistance, or other variables. HUD will update the benchmarks through a document published in the Federal Register, subject to public comment, not less frequently than once every 3 years. Such notice shall include aggregate data on labor hours and the proportion of PHAs and other recipients meeting benchmarks, as well as other metrics reported pursuant to §75.15 as deemed appropriate by HUD, for the 3 most recent reporting years.

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Section 3 benchmarks will consist of the following two ratios:

(I) The number of labor hours worked by Section 3 workers divided by the total number of labor hours worked by all workers funded by public housing financial assistance in the PHA's or other recipient's fiscal year.

(II) The number of labor hours worked by Targeted Section 3 workers, as defined in §75.11(a), divided by the total number of labor hours worked by all workers funded by public housing financial assistance in the PHA's or other recipient's fiscal year.

Recipients of public housing financial assistance will be considered to have complied with requirements if they:

- (1) Certify that they have followed the prioritization of effort in Part 75;
- (2) Meet or exceed the applicable Section 3 benchmarks as described in 24 CFR Part 75.

Reporting

Reporting of labor hours for recipients of public housing assistance must report in a manner prescribed by HUD:

- (I) The total number of labor hours worked;
- (II) The total number of labor hours worked by Section 3 workers; and
- (III) The total number of labor hours worked by Targeted Section 3 workers.

Document the outreach steps taken, consistent with the steps listed on Document 00400 "Section 3 Economic Opportunity and Affirmative Marketing Plan", to demonstrate compliance in solicitation to Section 3 Business Concerns.

The contractor and subcontractors must meet applicable requirements, follow the outreach steps described in the contractor's executed Plan, submit the required HCD's post-award forms, and complete the required Section 3 workforce reports in the frequency and format requested by HCD during the performance of the contract. Failure to comply with the requirements in the time frame requested may result in sanctions, termination of the contract for default, and debarment or suspension from future HUD-assisted contracts.

TRAINING AND EMPLOYMENT OPPORTUNITIES - RECRUITMENT

If subcontracting, contractor and subcontractors shall comply with the numerical goals for training and employment for new hires. Efforts to employ Section 3 Residents, to the greatest extent feasible, should be made at all job levels. Therefore, contractor and subcontractors shall comply with training and employment steps outlined in Document 00400 "Section 3 Economic Opportunity and Affirmative Marketing Plan", and must adhere to the following provisions:

- a) Commit to undertake efforts to train and hire qualified Section 3 workers for their existing vacant or new positions in connection with this award.
- b) Explain to all job applicants how to claim Section 3 preference using HCD forms provided at each pre-construction meeting.
- c) Include the language available in Document 00404 "Section 3 Language for News Ads, Flyers, and Job Notices", in any job news ads, flyers, and community notices, when advertising the training and employment opportunities. Provide preference to Section 3 workers in the hiring and training opportunities in connection with this award. Notices must be placed at the job site where work is to take place and in the surrounding community during the performance of the contract.
- d) Must submit the required HCD's post-award forms listed in Section VII in the frequency and format requested by HCD, or upon request from the County on their efforts made to train and/or employ Section 3 residents in connection with this award and the results during the performance of the contract. Failure to comply with the requirements in the time frame requested may result in sanctions, termination of the contract for default, and debarment or suspension from future HUD-assisted contracts.

**MIAMI-DADE COUNTY
HOUSING AND COMMUNITY DEVELOPMENT**

VII. REQUIRED DOCUMENTS FOR SUBMISSION

PRE-AWARD: Bidders/Contractors/Proposers should complete and submit the applicable documents

Submit with BID Package	
Doc. #	Document/Form Name
00200	Section 3 Business Preference Claim (Only if claiming Section 3 preference)
00400	Section 3 Economic Opportunity and Affirmative Marketing Plan (Plan)

POST-AWARD PROCESS: Must complete and submit the following documents within 14 days of award notification:

AWARD PROCESS - REQUIRED DOCUMENTS	
Doc. #	Document/Form Name
00403	Training and Employment Outreach
00404	Section 3 Language for News Ads, Flyers and Job Notices (For inclusion in awardee's jobs ads)
00406	Letter of Intent to Subcontract/Solicit Section 3 Businesses
00430	List of Subcontractors Utilization

VIII. Preference for Section 3 workers in Training and Employment Opportunities (24 CFR Part 75)

a) Order of providing preference. Contractors and subcontractors shall direct their efforts to provide, to the greatest extent feasible, training and employment opportunities generated by HUD funded projects to Section 3 workers in the order of priority provided below.

Category 1 Residents (Highest priority)	Residents of the HCD's public housing development or developments where work is to take place.
Category 2 Residents	Residents of other HCD's public housing developments or programs managed by HCD.
Category 3 Residents	Participants in HUD Youthbuild programs currently operating in Miami-Dade County. For more information, contact YWCA of Greater Miami, Inc. at 305-377-9922.
Category 4 Residents	Other Section 3 Residents: (a) Recipients of federal government housing assistance programs, such as Section 8, Section 202, HOME, etc., or who are participants in a federally funded job training program, such as Wages, etc, or (b) Individuals who reside in Miami-Dade County, and meet the definition of a low- or very low-income person.

MIAMI-DADE COUNTY
HOUSING AND COMMUNITY DEVELOPMENT

b) *Eligibility for preference.* A Section 3 worker seeking the preference in training and employment *shall certify, and submit evidence to the recipient, contractor or subcontractor, that the person is a Section 3 worker as defined above.* Example of evidence of eligibility for the preference is evidence of receipt of public assistance, or evidence of participation in a public assistance program.

c) *Eligibility for employment.* Contractors and subcontractors are not required to hire/employ a Section 3 worker who does not meet the qualifications of the position to be filled.

IX. EMPLOYMENT OPPORTUNITIES

For information on employment opportunities and application assistance, contact the CareerSource South Florida, at (305) 594-7615, ext. 407, or at www.careersourcesfl.com or the State of Florida.



HOUSING AND COMMUNITY DEVELOPMENT
 701 NW 1st Court, 16th Floor, Miami, FL 33136 Ph. #786-469-4227
www.miamidade.gov/housing/Section3@miamidade.gov

Section 3 Economic Opportunity and Affirmative Marketing Plan DOCUMENT 00400
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Bidders/Contractors/Proposers should complete and submit this document with the bid package or upon request from the County:

BID/RFP Number:		BID/RFP Name:	
(Name of business owner, officer, representative, agent)		(Company/Business/Firm Name)	

The individual above, (awardee/contractor), is responsible for planning, implementing and tracking firm’s Section 3 and affirmative marketing training, employment and contracting goals applicable to Housing and Community Development (HCD) projects and must comply with United States Housing and Urban Development’s (USHUD) Section 3 regulation at 24 CFR Part 75 (email HCD Section3@miamidade.gov to obtain a copy).

Section I: Recruitment Procedures Required to Fill Vacant or New Positions Resulting from HCD Awards (Applicable to Single Trade and Multi-Trade Projects)

1. Request from HCD Section 3 Coordinator employment referrals from public housing residents, Section 8 and other housing program recipients, and low-income persons by email Section3@miamidade.gov.
2. Advertise the training and employment opportunities at the jobsite and surrounding neighborhood for targeted Section 3 residents and use the following language, which is available in Document 00404 “**Section 3 Language for News Ads, Flyers and Job Notices**” in all job notices and flyers:
 “This project/activity/solicitation, in whole or in part, will be assisted through the Miami-Dade County Housing and Community Development with Federal funding and is covered under 24 CFR Part 75, Section 3 Economic Opportunities. Section 3 requires that job training, employment and contracting opportunities be directed to very-low and low-income persons or business owners who live in the project’s area.”
3. Schedule a time and place convenient for public housing and other Section 3 Residents to complete job applications and conduct job interviews, if applicable.
4. Contact YWCA of Greater Miami, Inc. at 305-377-9922, or fax 305-373-9922, for HUD Youthbuild employment referrals. You may also visit their web-site at www.ywca-miami.org for more information.
5. Send notices about Section 3 training and employment obligations and opportunities required for Housing and Community Development projects to labor organizations, where applicable (review **Section 3 Clause**).
6. Awardee/contractor and subcontractors are required to: (a) establish files to document all recruitment efforts and results when filling vacancies or new positions in connection with HCD projects; (b) use Document 00403, “**Training & Employment Outreach**” form to document agency referral responses, and (c) produce evidence of recruitment efforts to HCD as requested.
7. Awardee/contractor is responsible for collection of subcontractor(s) training and employment documentation outreach efforts described in this document, new hire reports (required) and weekly employment forms (only when subcontractor(s) hire workers for vacant or new positions in connection with HCD awards).
8. **Will Subcontractor(s) be used? YES / NO. If yes,** Awardee/contractor is also required to comply with section II of this document.

Warning: Title 18, US Code Section 1001, states that a person who knowingly and willingly makes false or fraudulent statements to any Department or Agency of the United States is guilty of a felony. State law may also provide penalties for false or fraudulent statements.



Section II: Awardee/contractor Recruitment of Section 3 Businesses

Awardee/contractor shall demonstrate compliance in solicitation to the business categories, listed above, by following the steps described on page two of this Plan and providing evidence to HCD when requested.

1. Refer any interested subcontractors that may meet the criteria to become a certified Section 3 Business to HCD Section 3 Coordinator (Compliance) for assistance with completions and submittal of Section 3 Business Application.

Section 3 Economic Opportunity and Affirmative Marketing Plan

DOCUMENT 00400

2. Request from HCD Section 3 Coordinator employment referrals from public housing residents, and other housing program recipients, and low-income persons by email Section3@miamidade.gov.
3. Advertise for Section 3 subcontractors (subs) in construction trade journals, and post notices and distributes flyers at work site and surrounding neighborhood. The purpose of such advertisements is to make prospective subs aware of the Section 3 preference requirements applicable to HCD project awards.
4. Send via fax, email or hand-deliver Document 00406 **“Letter of Intent to Subcontract/Solicit Section 3 Businesses”** to all prospective subcontractor businesses for work in connection with each HCD award.
5. Allow each subcontractor a minimum of five (5) business days to respond to contractor’s solicitation by returning the applicable form(s) completed and signed. All forms received from Section 3 Businesses subcontractors should be sent to HCD within 14 days of notification.
6. Use the *Document 00403 “Training and Employment Outreach”* form to document recruitment and follow-up with subcontractors. Make a second attempt to solicit to any Section 3 Business Concerns, who did not respond to the first solicitation attempt, using a variety of communication methods, i.e. facsimile, telephone, e-mail, etc.
7. Awardee/contractor is required to retain any documentation of outreach efforts and responses received from any organizations and subcontractors contacted for each HCD project award, for three years after project completion.
8. Awardee/Contractor should submit all post award forms referenced in this document to HCD, or upon request from the County via email at Section3@miamidade.gov, within 14 days of notification.

(Print Name)		(Signature/ Date)	
(Title)		(Phone Number)	(Email address)
(Company/Business/Firm Name)		(Address)	
BID/RFP Number:		BID/RFP Name:	

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HOUSING AND COMMUNITY DEVELOPMENT TRAINING AND EMPLOYMENT OUTREACH

DOCUMENT 00403

Awardee/contractor and subcontractors are required to document all recruitment efforts and results when filling vacancies or new positions in connection with HCD projects. **Please record your efforts below and submit to HCD within 14 days of notification, when subcontracting.** Use additional pages if necessary.

Project Name: _____ Project Number: _____ Date: ____ / ____ / ____

Contractor Print Name Contractor Company Name Email address Phone #

Date	Agency/Organization	Contact Person	Phone #	Job Category (Type of trade or Service Needed)	Response	Quote	Follow up Action Taken (where applicable)

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HOUSING AND COMMUNITY DEVELOPMENT

701 NW 1st Court, 16th Floor
Miami, FL 33136 Telephone: 786-469-4227
www.miamidade.gov/housing
Section3@miamidade.gov

Section 3 Language for News Ads, Flyers, and Job Notices

DOCUMENT 00404

Congress established the Section 3 policy to guarantee that the employment and other economic opportunities created by Federal financial assistance for housing and community development programs should, if possible, be directed toward low- and very-low income persons, particularly those who are recipients of government assistance for housing.

The following language must be included in all advertisements/solicitations/flyers and advertised according to the scope of services and value of this solicitation.

“This project/activity/solicitation, in whole or in part, will be assisted through the Miami-Dade County Housing and Community Development with Federal funding and is covered under 24 CFR Part 75, Section 3 Economic Opportunities. Section 3 requires that job training, employment and contracting opportunities be directed to very-low and low-income persons or business owners who live in the project’s area.”

For more information on the Section 3 requirements, or to request and application you may contact Housing and Community Development (HCD) Section 3 Coordinator by email at Section3@miamidade.gov, or visit HCD’s website at <http://www.miamidade.gov/housing/section-3.asp>

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HOUSING AND COMMUNITY DEVELOPMENT
 701 NW 1st Court, 16th Floor, Miami, FL 33136 Ph. #786-469-4227
www.miamidade.gov/housing_Section3@miamidade.gov

**LETTER OF INTENT TO SUBCONTRACT/SOLICIT SECTION 3 BUSINESSES
 DOCUMENT 00406**

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

The goal of Section 3 is to ensure that employment and other economic opportunities generated by federal financial assistance for housing and community development programs are directed toward low- and very low-income persons, particularly recipients of government assistance.

Project Name: _____ **Project Number:** _____

Contract Award Amount: \$ _____ **Date:** ____/____/____ **Phone/Fax #:** _____

From: _____
 Contractor Print Name **Contractor Company Name** **Email address**

To: _____
 (Subcontractor) Name **Business (Subcontractor) Name** **Phone/Fax #**

Please be advised that I intend to subcontract the following work in connection with the above Housing and Community Development's project/contract, which is subject to Section 3 requirements:

Type of Work required to be performed by subcontractor	Job Category: Specialty Trade or Service Needed	Type of License Required, if any

(To be completed by subcontractor and submitted at the time of bidding)

If the subcontractor is interested in submitting a bid for a HCD's project/work awarded to the above named contractor, the subcontractor must complete Section II of this form and return/submit to the contractor within five (5) business days. Otherwise, if not interested or unable to perform work, the subcontractor shall complete the "Certificate of Unavailability" form and return/submit it to the contractor within five (5) days.

Business/subcontractor's Federal Employer Identification # or SS# (last 4-digits): _____

I, _____, _____, of _____,
 (Print Name) **(Title)** **(Business Name)**

certify, that my business: Is Certified as a Section 3 Business by HCD
 Is not certified as a Section 3 Business. D

Holds the following State of Florida and/or MDC professional or technical licenses:

License: _____ Expiration Date: ____/____/____

License: _____ Expiration Date: ____/____/____

My business has the sufficient capacity to perform the type of work required, the valid license(s) and/or permit(s) as applicable, the ability to obtain bonding that is consistent with normal industry practice (if applicable), and the ability to meet the bid specifications.

Contractor Signature: _____ **Date:** ____/____/____

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HOUSING AND COMMUNITY DEVELOPMENT

LIST OF SUBCONTRACTORS UTILIZATION SECTION 3 BUSINESS DOCUMENT 00430

DOCUMENT REQUIRED WITH BID ON ALL SINGLE AND MULTI-TRADE PROJECTS. Contractor should include information about *all* subcontracts on this form, and attach documentation to demonstrate the affirmative steps undertaken to solicit and award contracts (where subcontracts are applicable) to Section 3 (S-3) businesses, in accordance with solicitation procedures described in the proposal or bid.

Project Name: _____ Project #: _____ Contract Award Amount: \$ _____ Federal ID #: _____

Contractor Business Name: _____ Address: _____

Name of Person Completing Form: _____ Email Address: _____ Phone #: _____

Contractor's Racial/Ethnicity Code (optional): S-3 Business: Yes No

Will subcontractors be used? Yes No If yes, please complete information below for all subcontractors being utilized.

TOTAL AMOUNT OF SUBCONTRACTS: \$ _____ **TOTAL AMOUNT AWARDED TO SECTION 3 BUSINESSES:** \$ _____

Subcontractor (SC) Information: Name, Address, Phone and Fax Numbers	Federal ID #	Section 3 Business Yes/No	Racial/Ethnic Code**	Contract Amount	Trade, Service or Supply	Competitive or Negotiated Bid

*RACIAL/ETHNIC CODES: 1 - White Americans 2 - Black Americans 3 - Native Americans 4 - Hispanic Americans 5 - Asian/Pacific Americans 6 - Hasidic Jews.

Warning: Title 18, US Code Section 1001, states that a person who knowingly and willingly makes false or fraudulent statements to any Department or Agency of the United States is guilty of a felony. State law may also provide penalties for false or fraudulent statements.



APPENDIX "C" TO SPECIAL PROVISIONS
EXECUTED AGREEMENT BETWEEN
DTPW & HCD

Resolution Number: R-1118-20
Awarded Amount: \$345,565.00
UEI Number: N/A

CDBG 2020
Non Profit

FY 2024 COMMUNITY DEVELOPMENT BLOCK GRANT
CONTRACT BETWEEN
MIAMI-DADE COUNTY
AND
DEPARTMENT OF TRANSPORTATION AND PUBLIC WORKS

This Agreement (hereinafter referred to as "Agreement" or "Contract"), by and between Miami-Dade County, a political subdivision of the State of Florida, hereinafter referred to as "County" and Department of Transportation and Public Works, hereinafter referred to as "Awardee" and having offices at 701 NW 1st Court, 17th Floor, Miami, FL 33136, and telephone number of (786)-469-5675 states conditions and covenants for the rendering of Community, Economic or Housing activities hereinafter referred to as "Midway Area Roadway Improvement Project" for the County through its Housing and Community Development hereinafter referred to as "HCD," and having its principal offices at 701 N.W. 1 Court, 14th Floor, Miami, Florida 33136, collectively referred to as the "Parties."

WHEREAS, the Home Rule Charter authorizes Miami-Dade County to provide for the uniform health and welfare of the residents throughout the County; and

WHEREAS, the Community Development Block Grant (CDBG) Program was authorized by the Housing and Community Development Act of 1974, as amended, with the primary objective of promoting the development of viable urban communities; and

WHEREAS, the Awardee provides it will develop activities of value to the County and has demonstrated an ability to provide these activities; and

WHEREAS, the County is desirous of obtaining such activities of the Awardee, and the Awardee is desirous of providing such activities; and

WHEREAS, the County has appropriated in Resolution No. R-1118-20 up to \$345,565.00 in CDBG funds (plus any Program Income awarded by the Board of County Commissioners, which may be added to the Contract by Amendment) to the Activity Midway Area Roadway Improvement Project located at 701 NW 1st Court, 17th Floor, Miami, FL 33136. All CDBG funds except those awarded to County Departments and municipalities, are awarded in the form of a loan that is forgivable if the national objective is met pursuant to the terms and conditions set forth herein, including but not limited to Section II, W(2) (a)(1) (2); and

WHEREAS, nothing in this Contract shall in any way be utilized to request documentation relating to or authorizing consideration of an agency's social, political, or ideological interests when determining if the agency is a responsible vendor or give a preference to an agency based on the agency's social, political, or ideological interests; and

WHEREAS, the Awardee shall carry out the Activities defined and set forth in Attachment A, "Scope of Services", in Miami-Dade County or the focus area(s) of the county.

NOW, therefore, in consideration of the mutual covenants recorded herein, the parties hereto agree as follows:

**EFFECTIVE TERM
OF AGREEMENT:**

This Agreement shall begin on April 1, 2025.
This Agreement shall expire on March 31, 2027.

AMOUNT OF AGREEMENT:

Subject to the availability of funds, the amount of funds which may be disbursed, in accordance with this Agreement, may not exceed \$345,565.00.

I. **DEFINITIONS**

HCD	Housing and Community Development or its successor Department.
24 CFR part 570 – CDBG Regulations	Federal regulations implementing Title I of the Housing and Community Development Act of 1974, as amended - Community Development Block Grant.
Awardee	Recipient of CDBG funds from Miami-Dade County
Activities or Projects	The provision by Awardee of services, set forth more fully herein and in the Scope of Services, which ultimately provide services or Affordable Housing for low-income individuals and families whose incomes do not exceed 80% of Area Median Income ("AMI"), as defined by the United States Department of Housing and Urban Development ("U.S. HUD").
Area Median Income(AMI)	Houshold income for the median household for the area, as determined by HUD with adjustments for smaller and larger families and with certain exceptions as provided in 24 CFR Part 570.
Community Development Corporation	A local agency that is organized to meet community development needs with particular emphasis on the economic development, housing and revitalization needs of low- and moderate-income area residents and which is receptive to the needs expressed by the community.
Developer	Awardee acting as the production agent for the delivery of the Affordable Housing units identified in Attachment "A" of this agreement, if applicable.
Local	Having headquarters in Miami-Dade County or having a place of business located in Miami-Dade County from which the Contract or Subcontract will be performed.
Low- and Moderate-Income Individual or Family	A person or family whose annual income does not exceed 80% of the median income for the area, as determined by HUD with adjustments for smaller and larger families and with certain exceptions as provided in 24 CFR part 570.
Very Low Income Individual or Family	A person or family whose annual income does not exceed 50% of the median income for the area, as determined by HUD with adjustments for smaller and larger families and with certain exceptions as provided in 24 CFR part 570.
Contract Records or Agreement Records	Any and all books, records, documents, information, data, papers, letters, materials, electronic storage data and media whether written, printed, electronic or electrical, however collected, preserved, produced, developed, maintained, completed, received or compiled by or at the direction of the Awardee or any subcontractor in carrying out the duties and obligations required by the terms of this contract, including but not limited to financial books and records, ledgers, drawings, maps, pamphlets, designs, electronic tapes, computer drives and diskettes or surveys.
Effective Term of Agreement	The Effective Term of this Agreement is the duration of time listed above as the "EFFECTIVE TERM OF AGREEMENT".
Federal Award	

Any federal funds received by the Awardee from any source during the period of time in which the Awardee is performing the obligations set forth in this contract.

2 CFR Part 200

Shall mean as amended, replaced or supplemented from time to time.

Property The real property as described by legal description in any loan documents executed between Awardee and the County and any real property of Awardee or Related or Affiliated Entities (as defined herein) acquired or improved upon with funds awarded pursuant to this Agreement or on which funds awarded pursuant to this Agreement are anticipated to be used.

Project Completion The issuance of a Closeout letter by HCD to Awardee.

Policies and Procedures Manual HCD's Policies and Procedures Manual f/k/a Contract Compliance Manual provided to Awardee at contract execution by the Portfolio Manager

Subcontractor or Subconsultant Any individual or firm hired on a contractual basis by the Awardee for the purpose of performing work or functions cited on the Action Step Format (Attachment "A1") of this contract.

Subcontract Any contractual agreement between a Subcontractor and the Awardee.

II. THE AWARDEE AGREES:

- A. The Awardee shall carry out the Activities defined and set forth in **Attachment A**, "Scope of Services," which is incorporated herein and attached hereto, in the County or the focus area(s) of the County. Awardee acknowledges and agrees that the purpose of CDBG funds is to benefit low- and moderate-income persons. Therefore, Awardee shall carry out the Activities in such a manner as to satisfy a National Objective.

Unless Awardee is a County Department or sovereign government entity, Awardee shall be required to execute for the benefit of the County a promissory note and, as applicable and as described in this Agreement, a mortgage or other security instrument or restrictive covenant as determined by the County in its absolute and sole discretion to be in the best interest of the County to ensure the National Objective is met. If Awardee is a County Department or sovereign government entity, the CDBG funds shall be awarded in the form of a conditional grant which shall be repaid by Awardee upon written demand from the County if Awardee fails to meet a National Objective. Notwithstanding any other provision of this Agreement, if Awardee is a County Department or sovereign government entity, Awardee shall not be required to execute on behalf of the County a promissory note, mortgage or other form of security.

- B. Insurance Requirements

Upon HCD's notification, the Awardee shall furnish to the Department's Community Development Division (CD), 701 N.W. 1 Court, 14th floor, Miami, Florida 33136, relevant certificate(s) of insurance evidencing insurance coverage as detailed in **Attachment B-1(K)**. The effective coverage start date of applicable insurances shall not be later than the date of the Agreement execution and shall be approved by Miami-Dade County's Internal Services Department prior to any reimbursement being processed. All certificates and insurance updates must identify the names of the Awardee and the Activity being funded through this Agreement. The Awardee shall provide Builder's Risk Insurance

and/or Flood Insurance (if applicable) upon the issuance of the Notice to Proceed with an effective date for coverage commencing on the Notice to Proceed date.

Any changes to the required insurance policies, including coverage renewals, must be submitted to HCD through a formal notice immediately upon occurrence throughout the Agreement period.

If the Awardee fails to submit the required insurance documents in the manner prescribed in these requirements within sixty (60) calendar days after the Board of County Commissioners' approval, the Awardee shall be in default of the terms and conditions of the Agreement.

C. Certificate of Continuity

The Awardee shall be responsible for ensuring that the insurance certificates required in conjunction with this subsection remain in force for the duration of the Agreement period, including any and all option years, if applicable. In the case of construction and major rehabilitation activities, the Awardee must have the coverage cited in **Attachment B-1(K)** of this Agreement at the time that it begins construction on the project. If the insurance certificates are scheduled to expire during the Agreement period, the Awardee shall be responsible for submitting new or renewed insurance certificates to the County at a minimum of thirty (30) calendar days before such expiration.

In the event that expiration certificates are not replaced with new or renewed certificates that cover the Agreement period, the County shall suspend the Agreement until the new or renewed certificates are received by the County in the manner prescribed in the requirements; provided, however, that this suspended period does not exceed thirty (30) calendar days. If such suspension exceeds thirty (30) calendar days, the County may, at its sole discretion, terminate the Agreement. Prior to execution of the Agreement by the County and commencement of the contracted services, the Awardee shall obtain all insurance required under this Section and submit same to the County for approval. All insurance shall be maintained throughout the term of the Agreement.

D. Indemnification

The County shall not assume any liability for the acts, omissions to act or negligence of the Awardee, its agents, servants or employees; nor shall the Awardee exclude liability for its own acts, omissions to act, or negligence arising out of the Awardee's performance pursuant to this Agreement. The Awardee shall indemnify and hold harmless the County and its officers, employees, agents and instrumentalities from any and all liability, losses or damages, including attorneys' fees and costs of defense, which the County or its officers, employees, agents or instrumentalities may incur as a result of claims, demands, suits, causes of actions or proceedings of any kind or nature arising out of, relating to or resulting from the performance of this Agreement by the Awardee or its employees, agents, servants, partners principals or subcontractors. The Awardee shall pay all claims and losses in connection therewith and shall investigate and defend all claims, suits or actions of any kind or nature in the name of the County, where applicable, including appellate proceedings, and shall pay all costs, judgments, and attorney's fees which may issue thereon. The Awardee expressly understands and agrees that any insurance protection required by this Agreement or otherwise provided by the Awardee shall in no way limit the responsibility to indemnify, keep and save harmless and defend the County or its officers, employees, agents and instrumentalities as herein provided. Nothing herein is intended to serve as a waiver of sovereign immunity by the County or Awardee (if Awardee is a sovereign government entity). Nothing herein shall be construed to extend the County's or Awardee's liability (if Awardee is a sovereign government entity) beyond that provided in section 768.28, Florida Statutes. Nothing herein shall be construed as consent by the County or Awardee (if Awardee is a sovereign government entity) to be sued by third parties in any matter arising out of this Agreement. The provisions of this section survive the termination or expiration of this Agreement.

E. National Objective

In accordance with 24 CFR section 570.208 of the federal regulations, the Awardee shall be required to achieve the national objective of **Benefit to Low and Moderate Income Persons or Households (LMI)**. (See Attachment B-2). Awardee shall execute and deliver to the County, simultaneous with this Agreement, a Promissory Note committing to repay the funds provided by the County pursuant to this Agreement in the event that Awardee fails to meet the national objective. In the event the CDBG funds subject to this Agreement are to be used for the acquisition or improvement of real property, the Awardee shall also be required to give the County a mortgage or other security

instrument to be determined at the absolute and sole discretion of the County Mayor or Mayor's designee in order to secure the loan described in this Agreement. Title work and a title insurance policy, if so required in the absolute and sole discretion of the County Mayor or Mayor's designee in order to adequately secure the loan set forth herein, shall be paid for by Awardee. Awardee understands that the County may be liable to the United States Department of Housing and Urban Development ("HUD") for repayment of the federal funds loaned to Awardee pursuant to this Agreement in the event that HUD determines that Awardee has failed to meet the national objective. **AWARDEE WAIVES ANY RIGHT TO OBJECT TO THE REPAYMENT OF FUNDS, PURSUANT TO THIS AGREEMENT AND/OR THE PROMISSORY NOTE, IN THE EVENT THAT HUD DETERMINES THAT THE AWARDEE HAS NOT MET THE NATIONAL OBJECTIVE.** The County shall have all rights and remedies in law and equity to seek repayment of funds loaned to Awardee pursuant to this Agreement.

F. Documents and Reporting Requirements

The Awardee shall submit documents to HCD or report on relevant information to HCD as described below and provide any other documents in whatever form, manner, or frequency as prescribed by HCD. These will be used for monitoring progress, performance, and compliance with this Agreement and for compliance with applicable County and Federal requirements.

1. Certificates of Insurance

The original certificate, as set forth in **Attachment B-1(K)** to be received by HCD within the first month of this Agreement period, and submitted with each payment request, including any renewals, prior to payments made by the County. The effective date of the coverage must coincide with the beginning date of this agreement.

2. Progress Reports

- a. The Awardee shall submit each quarter a status report using the form attached hereto as **Attachment C**, "Progress Report," as it may be revised by HCD, which shall describe the progress made by the Awardee in achieving each of the Activities, objectives and action steps identified herein, including but not limited to Attachment A and Attachment A-1.

The Awardee shall ensure that HCD receives each report in triplicate (or as indicated) no later than 10 days after the quarter ends.

The Awardee shall submit to HCD a cumulative account of its activities under this agreement by completing the following portions of the Progress Report Form:

Section I – General Information

Section II - Financial Information

The Awardee must report expenditure information based on approved budgeted line items to reflect all costs incurred during the reporting period. In addition, the Awardee shall report on Program Income, depicting the twenty percent (20%) to be paid to the County quarterly as well as Awardee's usage of Program Income for each contracted activity.

Section III - Status of Contracted Activities:

The Awardee must report specific information regarding the status of the contracted activities, including accomplishments and/or delays encountered during the implementation of the project and an unduplicated count of clients served during the reporting period (if applicable) for each federally defined ethnic category. Awardees engaged in construction and/or housing rehabilitation projects shall report on the progress of their activities including the number of housing units completed and occupied by low-moderate and low income residents. The Awardee shall also report demographic information on each head of household. Each goal and corresponding objective(s), as indicated in the approved Scope of Services,

must be addressed as part of this report. Awardees engaged in job creation projects shall report on the progress of their activities including the names of businesses assisted, the number of jobs created and the income qualification of individuals holding the jobs created.

50% and 70% Benchmark Reporting: At the time Awardee has been paid or otherwise received fifty percent (50%) and seventy percent (70%) of the Agreement Funds, Awardee must report -- on the next progress report due -- and submit documentation to show sufficient to show that Awardee has accomplished 50% and 70%, respectively, of the Activities described herein. For Awardees engaged in construction and/or housing rehabilitation projects, Awardees shall report on the progress of their activities including the number of housing units completed and occupied by low-moderate and low income residents. The Awardee shall also report demographic information on each head of household. Each goal and corresponding objective(s), as indicated in the approved Scope of Services, must be addressed as part of this report. Awardees engaged in job creation projects shall report on the progress of their activities including the names of businesses assisted, the number of jobs created and the income qualification of individuals holding the jobs created.

In conjunction with the progress reports submitted, Awardee shall submit the Performance & Benefit Data Supplement (the "Supplement") to the Quarterly Expenditure & Progress Report. The Supplement shall be considered a part of the progress reports due pursuant to this Agreement.

Section IV - Contract and Subcontract Activity Report:

Contract and Subcontract Activity Report (First and Third Quarter Progress Report) - The Awardee shall report to HCD the number of business activities involving minority vendors, including subcontractors performing work under this Agreement. The "Contract and Subcontract Activity Report" Section in Attachment C, and when applicable Section 3 in the same Attachment shall be completed semiannually by the Awardee and submitted to HCD no later than 10 days after the first and third quarter.

Section V - Neighborhood Employment Opportunities:

Neighborhood Employment Opportunities Report (First and Third Quarter Progress Report) - The Awardee shall report to HCD the number of target and service area residents who have received employment opportunities from federally financed and assisted projects and activities.

The Neighborhood Employment Opportunities Report shall be submitted using the Progress Report Form attached hereto as a Section in **Attachment C**, as it may be revised. This section of the form shall be completed semiannually by the Awardee and submitted to HCD no later than 10 days after the first and third quarter.

The Awardee shall submit to the County, in a timely manner, any other information deemed necessary by the County to show Awardee has performed its obligations set forth in this Agreement and to show U.S. HUD that Awardee has met the national objective, and its presentation shall comply with the format specified at the time of the request. Failure to submit the Progress Reports or other information in a manner satisfactory to the County by the due date shall render the Awardee in noncompliance with this Agreement. The County may require the Awardee to forfeit its claim to payment requests or the County may invoke the termination provision in this Agreement by giving five (5) days written notice of such action to be taken.

b. Quarterly Reporting when Subcontractors are Utilized

Awardees are advised that when Subcontractors or Subconsultants are utilized to fulfill the terms and conditions of this Agreement, Miami-Dade County Resolution No. 1634-93 will apply to this Agreement. This resolution requires the Awardees to file quarterly reports as to the amount of Agreement monies received from the County and the amounts thereof that have been paid by the Awardee directly to Black, Hispanic and Women-Owned businesses performing part of the contract work.

Additionally, the listed businesses are required to sign the reports, verifying their participation in the contract work and their receipt of such monies. For purposes of applicability, the requirements of this resolution shall be in addition to any other reporting requirements required by law, ordinance or administrative order.

- c. Unspecified Site(s) Objective - If the Awardee has not yet identified a location to carry out any of the activities described in **Attachment A**, the Awardee shall submit, in triplicate, Progress Reports, using the form attached hereto as part of **Attachment C**, on a monthly basis until such time as the Awardee complies with the provisions contained within Section II, Paragraph F.4. of this Agreement. Copies of the above described Progress Report shall be received by HCD no later than the tenth (10th) day of each month and shall address the progress undertaken by the Awardee during the previous month. This Progress Report shall not be required if the Awardee is submitting the Progress Reports required by Section II, Paragraph F.2.a and Paragraph F.3.
3. Annual Report (Fourth Quarter Progress Report) and Final Report -The Awardee shall submit a cumulative status report (hereinafter referred to as "Annual Report") using the "Progress Report" specified in Section II, Paragraph F.2.a. above, which shall describe the progress made by the Awardee in achieving each of the National Objectives identified in **Attachment A** during the previous year. The "Annual Report" must cover the CDBG fiscal year beginning on January 1 and ending on December 31 and shall be received by HCD no later than 10 days after the year ends. The Final Progress Report submitted by Awardee shall include a summary of services and accomplishments Awardee performed and achieved throughout the term of this Agreement and shall be accompanied by sufficient documentation to show Awardee has met the CDBG National Objective. For Activities where the National Objective is job creation, the Final Progress Report shall include documentation sufficient to prove to U.S. HUD that Awardee met the National Objective. Awardee shall report all Program Income earned during the year and shall pay to the County all Program Income earned unless directed expressly, in writing, to otherwise by the County.
4. Environmental Review - The Awardee immediately upon locating or determining a site for each of the "Unspecified Site" activities to be carried out pursuant to this Agreement, shall submit information detailing the location of each site for which a Site Environmental Conditions Statement will be prepared. The Environmental Review is to be prepared on information contained in **Attachment D**, "Information for Environmental Review Form."

Notwithstanding any provision of this Agreement, the parties hereto agree and acknowledge that this Agreement does not constitute a commitment of funds or site approval, and that such commitment of funds or approval may occur only upon satisfactory completion of environmental review and receipt by the County of a release of funds from the U.S. Department of Housing and Urban Development under 24 CFR part 58. The parties further agree that the provision of any funds to the project is conditioned on the County's determination to proceed with, modify or cancel the project based on the results of a subsequent environmental review.

5. Audit Report - The Awardee shall submit to HCD an annual audit report in triplicate as required by Section II, Paragraph L of this Agreement, as set forth below. The Awardee shall submit a written statement from its auditing firm to confirm that it has cleared any non-compliance issues stated in the audit, and a written statement from the Auditor that the audit complies with all applicable provisions of 24 CFR § 84.26, part 200, and 2 CFR part 200.

6. Personnel Policies and Administrative Procedures - The Awardee shall submit detailed documents describing the Awardee's internal corporate or organizational structure, property management and procurement policies and procedures, personnel management, accounting policies and procedures and policies and procedures governing the federally funded activity, etc. Such information shall be submitted to HCD at contract execution.
7. Inventory Report - The Awardee shall report annually all nonexpendable personal and real property purchased with CDBG funds from this and previous agreements with the County as specified in Section II, Paragraph W of this Agreement.
8. Affirmative Action Plan - The Awardee shall report to HCD information relative to the equality of employment opportunities whenever so requested by HCD.
9. Disclosure of Related or Affiliated Parties - At the time of contract execution, or at any other time at the request of the County, Awardee shall disclose to the County all Related or Affiliated Parties. Related or Affiliated Parties shall mean persons, corporations, partnerships, or other business entities (a) which have a direct or indirect ownership interest in Awardee, (b) which have a parent or principal thereof which has a direct or indirect ownership interest in Awardee, (c) whose members appointed by Awardee, or (d) which the County deems in its sole discretion to be a Related or Affiliated Party of Awardee. The Awardee shall report this information to the County upon forming the relationship or, if already formed, shall report it immediately. Any supplemental information shall be reported quarterly in the required Progress Report. This provision shall be construed broadly to the benefit of the County. Non-compliance with these requirements will be considered a default, which may result in the immediate termination of the agreement, the recovery of the entire funding award, and the disqualification of funding through HCD for a period of three years.
10. Reporting on financial Status, Bankruptcy, Real Property, or Personal Property – Awardee shall notify the County in writing within ten (10) days of the occurrence of any of the following as to Awardee or any Related or Affiliated Parties:
 - a. Any anticipated or pending lis pendens, foreclosure action, arrearage, default, late payment regarding any property of Awardee or Related or Affiliated Parties, including properties not related to this Agreement. Awardee shall also provide the County with a copy of all court filings, notices of default, arrearage or late payment, or any other documents relevant to the disclosures required herein.
 - b. Any legal encumbrance on the Property not permitted in writing by the County.
 - c. Any default or arrearage on any loan, Note or other debt or obligation for which the Property is security.
 - d. Any anticipated or pending bankruptcy, restructuring, dissolution, reorganization, appointment of a trustee or receiver.
 - e. Any action, activity, facts, or circumstances that would materially impair performance by Awardee of all the terms and conditions of this Agreement.

Failure to comply with these reporting requirements shall constitute a default and shall entitle the County to seek any and all remedies available at law, equity and pursuant to this Agreement.

11. Disclosure of Related or Affiliated General Contractor(s) or Subcontractor(s) - At the time of contract execution, or at any other time at the request of the County, Awardee shall disclose to the County all Related or Affiliated General Contractor(s) or Subcontractor(s). Related or Affiliated General Contractor(s) or Subcontractor(s) shall mean any person or entity hired by Awardee to perform any part of this Agreement and which shares an owner, shareholder, officer, partner, member, parent, or principal with Awardee. The Awardee shall report this information to the County at contract execution or upon forming the relationship, if after contract execution, any supplemental information shall be reported quarterly in the required Progress Report. This provision shall be construed broadly to the benefit of the County. Non-compliance with these requirements will be considered a default, which may

result in the immediate termination of the agreement, the recovery of the entire funding award, and the disqualification of funding through HCD for a period of three years.

12. Pursuant to the Miami-Dade Board of County Commissioners' Resolution No. R-34-15, the Awardee, its agents and/or representatives, shall provide written notice to the County related to the availability of rental opportunities, including, but not limited to, the number of available units, bedroom size, and rental prices of such rental units at the start of any leasing activity, and after issuance of certificate of occupancy. The Awardee, its agents and/or representatives shall also provide the County with the contact information for the Awardee, its agents and/or representatives.

G. Lobbying Prohibition

1. The Awardee shall certify that 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 any 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 Agreement, 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 Agreement, grant, loan, or cooperative Agreement.
2. The Awardee shall disclose to HCD 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 Agreement, grant, loan, or cooperative Agreement, on a Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
3. The Awardee shall ensure that the language in this Section II, Paragraph G.1. and G.2 be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and Agreements under grants, loans, and cooperative Agreements) and to ensure that all subrecipients shall certify and disclose accordingly in connection with this activity.

H. Federal, State, and County Laws and Regulations

Rules, Regulations and Licensing Requirements

1. The Awardee shall comply with all laws, ordinances and regulations applicable to the services contemplated herein, especially those applicable to conflict of interest and collusion. Awardees are presumed to be familiar with all Federal, State and local laws, ordinances, codes, rules and regulations that may in any way affect the goods or services offered, especially Executive Order No. 11246 entitled "Equal Employment Opportunity" and as amended by Executive Order No. 11375, as supplemented by the Department of Labor Regulations (41 CFR, Part 60), the Americans with Disabilities Act of 1990 and implementing regulations, the Rehabilitation Act of 1973, as amended, chapter 553, Florida Statutes and any and all other local, State and Federal directives, ordinances, rules, orders, and laws relating to people with disabilities. The Awardee will also comply 2 CFR Part 200, and with the applicable procedures specified in HCD's Policies and Procedures Manual provided at contract execution to the Awardee by the Portfolio Manager, which are incorporated herein by reference, receipt of which is hereby acknowledged, and as they may be revised.
2. The Awardee agrees to abide by Chapter II-A, Code of Miami-Dade County ("County Code"), as amended, applicable to non-discrimination in employment, housing and public accommodation on the basis of race, color, religion, ancestry, national origin, sex, pregnancy, age, disability, marital status, familial status, gender identity, gender expression,

sexual orientation, actual or perceived status as a victim of domestic violence, dating violence or stalking, or source of income, as amended; and applicable to non-discrimination in employment, housing and public accommodation; and 24 CFR part 570.607.

3. Awardee shall comply with, and cause all subcontracts to require compliance with, the Florida Statutes, the Miami-Dade County Code of Ordinances, and all applicable building codes, including the Miami-Dade County Building Code and any applicable municipal building code. Failure of Awardee or any subcontractor of Awardee to so comply with these requirements, which includes but is not limited to engaging in construction or repairs without proper building permits or unlicensed professionals engaging in work which requires a license, shall cause this Agreement to be voidable by the County at the County's absolute and sole discretion. In the event the County voids this Agreement for failure to comply with the requirements of this section, Awardee shall forfeit any right to payment pursuant to this Agreement, regardless of when Awardee's or the subcontractor's noncompliance becomes known to the County.
4. The Awardee shall comply with section 504 of the Rehabilitation Act of 1973, as amended, which prohibits discrimination on the basis of handicap and requires a minimum number of units to be accessible to persons with disabilities; Title VI of the Civil Rights Act of 1964, as amended, which prohibits discrimination on the basis of race, color, or national origin; the Age Discrimination Act of 1975, as amended, which prohibits discrimination on the basis of age; Title VIII of the Civil Rights Act of 1968, as amended, and Executive Order 11063 which prohibits discrimination in housing on the basis of race, color, religion, sex, or national origin; Executive Order 11246, as amended which requires equal employment opportunity; and with the Energy Policy, amended and Conservation Act (Pub.L 94-163) which requires mandatory standards and policies relating to energy efficiency. The Awardee also agrees to comply with the Domestic Violence Leave codified as sections 11A-60 et seq. of the Miami-Dade County Code, which requires an employer, who in the regular course of business has fifty (50) or more employees working in Miami-Dade County for each working day during each of twenty (20) or more calendar work weeks to provide domestic violence leave to its employees. Failure to comply with this local law may be grounds for voiding or terminating this Agreement or for commencement of debarment proceedings against the Awardee.
5. If the amount payable to the Awardee pursuant to the terms of this Agreement is in excess of \$100,000, the Awardee shall comply with all applicable standards, orders, or regulations, issued pursuant to section 306 of the Clean Air Act of 1970 (42 U.S.C.A. Ch. 85) as amended; the Federal Water Pollution Control Act (33 U.S.C. § 1251), as amended; section 508 of the Clean Water Act (33 U.S.C. § 1368); Environmental Protection Agency regulations; and Executive Order 11738.
6. Assurance of Compliance with Section 504 of the Rehabilitation Act - The Awardee shall report its compliance with Section 504 of the Rehabilitation Act whenever so requested by HCD within the term of this Agreement or the Affordability Period.
7. Americans with Disabilities Act (ADA) of 1990 - The Awardee shall attest to; and submit the required Disability Non-discrimination Affidavit assuring compliance with all applicable requirements of the laws listed below including but not limited to, those provisions pertaining to employment, provisions and program services, transportation, communications, access to facilities, renovations, and new construction.
8. Affirmative Action/Non-Discrimination of Employment, Promotion, and Procurement Practices (Ordinance #98-30) - All firms with annual gross revenues in excess of \$5 million, seeking to contract with Miami-Dade County shall, as a condition of award, have a written Affirmative Action Plan and Procurement Policy on file with the Regulatory and Economic Resources Department. Said firms must also submit, as a part of their proposals/bids to be filed with the Clerk of the Board, an appropriately completed and signed Affirmative Action Plan/Procurement Policy Affidavit. Firms whose Boards of Directors are representative of the population make-up of the nation are exempt from this requirement and must submit, in writing, a detailed listing of their Boards of Directors, showing the race or ethnicity of each board member, to the County's Regulatory and Economic Resources Department. Firms claiming exemption must submit, as a part of their proposals/bids to be filed with the Clerk

of the Board, an appropriately completed and signed Exemption Affidavit in accordance with Ordinance 98-30. These submittals shall be subject to periodic reviews to assure that the entities do not discriminate in their employment and procurement practices against minorities and women-owned businesses.

It will be the responsibility of each firm to provide verification of their gross annual revenues to determine the requirement for compliance with the Ordinance. Those firms that do not exceed \$5 million annual gross revenues must clearly state so in their bid/proposal.

Any bidder/respondent which does not provide an affirmative action plan and procurement policy may not be recommended by the County Mayor for award by the Miami-Dade Board of County Commissioners.

9. Domestic Violence Leave Affidavit - Prior to entering into any contract with the County, a firm desiring to do business with the County shall, as a condition of award, certify that it is in compliance with the Domestic Leave Ordinance, 99-5 and section 11A-60 of the Miami-Dade County Code. This Ordinance applies to employers that have, in the regular course of business, fifty (50) or more employees working in Miami Dade County for each working day during each of twenty (20) or more calendar work weeks in the current or preceding calendar year. In accordance with Resolution R-185-00, the obligation to provide domestic violence leave to employees shall be a contractual obligation. The County shall not enter into a contract with any firm that has not certified its compliance with the Domestic Leave Ordinance. Failure to comply with the requirements of Resolution R-185-00, as well as the Domestic Leave Ordinance may result in the contract being declared void, the contract being terminated and/or the firm being debarred.
10. Code of Business Ethics - In accordance with section 2-8.1(1) of the Code of Miami-Dade County each person or entity that seeks to do business with Miami-Dade County shall adopt a Code of Business Ethics ("Code") and shall submit an affidavit stating that the Awardee has adopted a Code that complies with the requirements of section 2-8.1(i) of the Miami-Dade County Code (Form A-12). section 2-11.1(d) of Miami-Dade County Code as amended by Ordinance 00-1, also requires any county employee or any member of the employee's immediate family who has a controlling financial interest, direct or indirect, with Miami-Dade County or any person or agency acting for Miami-Dade County from competing or applying for any such contract as it pertains to this solicitation, must first request a conflict of interest opinion from the County's Ethic Commission prior to their or their immediate family member's entering into any contract or transacting any business through a firm, corporation, partnership or business entity in which the employee or any member of the employee's immediate family has a controlling financial interest, direct or indirect, with Miami-Dade County or any person or agency acting for Miami-Dade County and that any such contract, agreement or business engagement entered in violation of this subsection, as amended, shall render this Agreement voidable. For additional information, please contact the Ethics Commission hotline at (305) 579-9093.
11. Public Entity Crimes - Pursuant to Paragraph 2(a) of section 287.133, Florida Statutes, 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 proposal for a contract to provide any goods or services to a public entity; may not submit a proposal on a contract with a public entity for the construction or repair of a public building or public work; may not submit proposals on leases of real property to a public entity; may not be awarded or perform work as a Awardee, 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 section 287.017 for Category TWO (\$10,000) for a period of thirty-six (36) months from the date of being placed on the convicted vendor list. The Awardee warrants and represents that it has not been placed on the convicted vendor list. The Awardee agrees that should Miami-Dade County discover that the Awardee's representations regarding the list are false, this Agreement shall be terminated on the discretion of Miami-Dade County. Further, should the Awardee be placed on the list at any time during this Agreement Miami-Dade County shall have the right to terminate this agreement

12. Criminal Conviction - Pursuant to Miami-Dade County Ordinance No. 94-34, "Any individual who has been convicted of a felony during the past ten years and any corporation, partnership, joint venture or other legal entity having an officer, director, or executive who has been convicted of a felony during the past ten years shall disclose this information prior to entering into a contract with or receiving funding from the County." Failure of the Awardee to disclose this information as required may lead to the termination of this agreement by Miami-Dade County.

If Awardee, or any owner, subsidiary, or other firm affiliated with or related to the Awardee, is found by the responsible enforcement agency, the Courts or the County to be in violation of the Acts, the County will conduct no further business with Awardee. Any contract entered into based upon a false affidavit, as listed below, and submitted pursuant to this resolution shall be voidable by the County:

- (a) Miami-Dade County Vendor Affidavit Form
- (b) Criminal Record Affidavit
- (c) Public Entity Crime Affidavit
- (d) Related-Party Disclosure Information
- (e) Miami-Dade County Affidavit Regarding Delinquent and Currently Due Fees or Taxes
- (f) Affirmative Action Affidavits
- (g) Current on all County Contracts, Loans, and Other Obligations Affidavit
- (h) Financial and Conflicts of Interest Affidavit
- (i) Collusion Affidavit

If any attesting firm violates any of the Acts below during the term of any contract such firm has with the County, such contract shall be voidable by the County, even if the attesting firm was not in violation at the time it submitted its affidavit.

The applicable Acts are as follows:

- i. The Americans with Disabilities Act of 1990 (ADA), Pub. L. 101-336, 104 Stat 327, 42 U.S.C. §§ 12101-12213 and 47 U.S.C. §§ 225 and 611 including Title I, Employment; Title II, Public Services; Title III, Public Accommodations and Services Operated by Private Entities; Title IV, Telecommunications; and Title V, Miscellaneous Provisions.
- ii. The Rehabilitation Act of 1973, 29 U.S.C. § 794;
- iii. The Federal Transit Act, as amended 49 U.S.C. § 1612;
- iv. The Fair Housing Act as amended, 42 U.S.C. § 3601-3631.

In addition to the requirements in the Agreement, the Awardee agrees to comply with all the provisions of 24 CFR part 570.502, 24 CFR part 570.503, and 24 CFR part 570, subpart K (24 CFR part 570.600 – 570.614), including the following:

Public Law 88-352 and Public Law 90-284; affirmatively furthering fair housing; Executive Order 11063.
section 109 of the Housing and Community Development Act (24 CFR part 6)
Labor standards (24 CFR part 570.603; 29 CFR part 5).
Environmental standards.
National Flood Insurance Program.
Uniformed Relocation Act.
Employment and contracting opportunities.
Lead-based paint regulations.
Eligibility of contractors or sub recipients.
Uniform administrative requirements and cost principles.
Conflict of interest.
Executive Order 12372.
Eligibility of certain resident aliens.
Architectural Barriers Act and the Americans with Disabilities Act.

13. **CDBG-Related Requirements**

- (a) **National Objective** - Awardee must perform the Activities described herein in a manner in which Awardee meets the national objective of benefit to low-and-moderate-income persons. Awardee shall ensure and maintain documentation, acceptable to the County in its sole and absolute discretion, that conclusively demonstrates that each activity assisted in whole or in part with CDBG funds is an activity which provides benefit to low- and moderate-income persons, as defined in the CDBG Regulations.
- (b) The Awardee shall comply with all applicable provisions of 24 CFR part 570 and shall carry out each activity in compliance with all applicable federal laws and regulations described therein. If the Awardee is a primarily religious entity, it shall comply with all provisions of 24 CFR part 570.200 (j).
- (c) The Awardee agrees to comply with (a) the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended (URA), and implementing regulations at 49 CFR part 24 and 24 CFR part 570.606(b); (b) the requirements of 24 CFR part 570.606(c) governing the Residential Antidisplacement and Relocation Assistance plan under section 104(d) of the HCD Act; and (c) the requirements in 570.606(d) governing optional relocation policies. (The County may preempt the optional policies). The Awardee shall provide relocation assistance to persons (families, individuals, businesses, non-profit organizations and farms) that are displaced as a direct result of acquisition, rehabilitation, demolition or conversion for a CDBG assisted project. The Awardee also agrees to comply with applicable County ordinances, resolutions and policies concerning the displacement of persons from their residences.
- (d) For each activity or portion of activity described in **Attachment A** hereto for which a location has not yet been identified, the Awardee shall obtain, immediately after a site is identified by the Awardee, HCD's written environmental clearance statement and shall agree in writing to comply with any and all requirements as may be set forth in the Site Environmental Clearance Statement.
- (e) The Awardee shall cooperate with HCD in informing the appropriate CDBG citizen participation structures, including the appropriate area committees, of the activities of the Awardee in adhering to the provisions of this Agreement. Representatives of the Awardee shall attend meetings of the appropriate committees and citizen participation structures, upon the request of the citizen participation officers, HCD, or the County.
- (f) The Awardee shall make a good faith effort to address the concerns of the residents of the affected area. The Awardee shall cooperate with HCD in informing the appropriate CDBG citizen participation structures, including the appropriate area committees, of the activities of the Awardee in adhering to the provisions of this Agreement. Representatives of the Awardee shall attend meetings of the appropriate committees and citizen participation structures, upon the request of the citizen participation officers, HCD, or the County.
- (g) For activities involving acquisition, rehabilitation and/or demolition of property and which require the relocation of families, individuals, businesses and/or industries, the Awardee shall submit a written notification to the Community Planning and Outreach Division of HCD prior to relocating, evacuating, and/or dispersing any and all legal occupants who reside at this property on the basis of a long or short term lease. When the legality of an occupant (individual, family, business, and/or industry) is in question, the Awardee shall contact the above mentioned unit prior to making a determination. Awardees receiving CDBG funds shall adhere to 24 CFR part 50 and/or part 58 and to the rules and regulations of the Uniform Relocation Assistance and Real Property Acquisition Act of 1970, as amended. The Awardee shall adopt Affirmative Marketing Procedures and requirements for CDBG assisted projects. These procedures must consist of actions to provide information and attract eligible persons from all racial, ethnic and gender groups to the available services. The Awardee shall annually assess

its affirmative marketing program to determine if the procedures used to comply with the requirements specified in Public Law 88-352 and Public Law 90-284 successfully meet these requirements. The Awardee shall submit to HCD its Affirmative Marketing Plan no later than 60 days from the date this Agreement is executed.

- (h) For Housing, Rehabilitation, and Construction activities all conditions in this section will apply throughout the regulatory period identified in the national objective. Throughout that period, the Awardee will be required to submit an annual report regarding their compliance with the national objective, and HCD will have the right to monitor the activity.
- (i) In the event the CDBG funds subject to this Agreement are to be used for the acquisition or improvement of real property, the Awardee shall also be required to give the County a mortgage or other security instrument to be determined at the absolute and sole discretion of the County Mayor or Mayor's designee in order to secure the loan described in this Agreement.
- (j) The Awardee shall comply with all applicable uniform administrative requirements as described in 24 CFR part 570.502.
- (k) For Special Economic Development projects, Awardee is responsible for understanding 24 CFR part 570.209, which describes HUD's underwriting and project analysis requirements. These requirements include, but are not limited to, the analysis of Awardee's financing gap or rate of return gap, project feasibility, and the reasonableness of costs and Awardee's or owner's equity return. Awardee agrees to defer to the County's analysis of the Activity as conducted in compliance with the CDBG Regulations, including but not limited to 24 CFR part 570.209, including Appendix A, as well as OMB guidance on using federal funds. Awardee understands that in the event that the Activity fails the analysis conducted pursuant to 24 CFR part 570.209, Awardee shall have the opportunity to renegotiate this Agreement by modifying the Activity to improve the Activity to the County's satisfaction or to terminate this Agreement with each party paying their own costs, fees and damages (as applicable).
- (l) If Awardee is a municipality, the Awardee acknowledges that the County will perform an underwriting and project analysis to determine the financing gap or rate of return gap, project feasibility, and the reasonableness of costs and Awardee's or owner's equity return. Awardee agrees to defer to the County's analysis. Awardee shall have the opportunity to renegotiate this Agreement by modifying the Activity to improve the Activity to the County's satisfaction or to terminate this Agreement with each party paying its own costs and fees (as applicable).
- (m) For all infrastructure projects involving construction, the Awardee shall comply with the Build America Buy America Act (BABA) enacted as part of the infrastructure Investment and Jobs Act, which establishes a domestic content procurement preference for all federal financial assistance obligated for infrastructure projects.

I. Conflicts with Applicable Laws

If any provision of this Agreement conflicts with any applicable law or regulation including but not limited to, 24 CFR part 570, only the conflicting provision shall be deemed by the parties hereto to be modified to be consistent with the law or regulation or to be deleted if modification is impossible. However, the obligations under this Agreement, as modified, shall continue and all other provisions of this Agreement shall remain in full force and effect. The County's determination on whether a provision conflicts shall be final and binding.

J. Board of Directors

If the Awardee is a Community Development Corporation (CDC), HCD shall have the option to appoint a representative to the Awardee's board of directors. This representative shall not be considered in the counting of a quorum and shall have no voting privileges.

K. Construction

If the Awardee engages in, procures, or makes loans for construction work, the Awardee shall:

1. Contact the HCD representative noted in Section IV, Paragraph M of this Agreement, prior to taking any action, to schedule a meeting to receive compliance information.
2. Comply with the Awardee's procurement and pre-award requirements and procedures which, at a minimum, shall adhere to all applicable federal standards as outlined in 2 CFR part 200.
3. Comply with the Davis-Bacon Act; Copeland Anti-Kick Back Act (18 U.S.C. §§ 874 et seq.); Contract Work Hours and Safety Standards Act (40 U.S.C. §§ 327 et seq.); and Lead-Based Paint Poisoning Prevention Act as amended on September 15, 1999; and other related acts, as applicable.
4. Ensure that its contractors and subcontractors are classifying workers properly for Davis-Bacon and Internal Revenue Code purposes and that they maintain proper documentation to support worker classification. In reviewing certified payrolls, the County will be alert to anomalies, and in such cases will consult with federal agencies such as the Internal Revenue Service, the Department of Labor and the Department of Housing and Urban Development.
5. Ensure that all contractors and subcontractors submit all certified payrolls as required by the Davis Bacon Act to HCD through Elations software or any other method as required by HCD.
6. Submit to HCD for written approval all proposed Solicitation Notices, Invitations for Bids, and Requests for Proposals prior to publication.
7. Submit to HCD all construction plans and specifications and receive HCD's approval prior to implementation.

Contact the HCD representative noted in Section IV, Paragraph M, prior to scheduling a pre-construction conference. In accordance with industry standards, HCD will hold ten percent (10%) of the total grant award as a retainer until the construction work is determined by HCD, in its sole discretion, to be fifty percent (50%) completed. At the time that the construction work is determined by HCD to be fifty percent complete, the retainer will be reduced to 5% until the work is completed. Completion shall occur when a Certificate of Occupancy is issued.

8. The County shall have the right to insert itself as construction manager and assign Professional Staff and Technical Assistance from the Housing and Community Development to assist the project if the County's staff determines that the Awardee has been unable to consistently achieve the work and units described within the time frames of the action step format of this agreement. Such involvement may result in a reduction of a maximum of 5% of the Agreement's award to cover the cost of the technical assistance. The Awardee shall cooperate and comply with all requests made by such staff.
9. Execute and record, at the County's request, any of the following documents in order to ensure the Property is used as defined and described in **Attachment A** of this Agreement:
 - a. Promissory Note
 - b. Mortgage
 - c. Loan Agreement
 - d. Restrictive Covenant

- e. Rental Regulatory Agreement
- f. Collateral Assignment of leases, rents and Contract Rights
- g. UCC-1 Rider
- h. Title Insurance Policy

10. The Awardee will be required to comply with the Maximum Development Cost per Unit. The "Maximum Development Cost per Unit" means the Total Development Cost, as defined herein, looking at all funding sources and not just County funds, divided by the total number of units. For the purposes of determining the Maximum Development Cost per Unit on construction or rehabilitation projects, the "Total Development Cost" shall mean the total cost of completing the entire project, from acquisition to the issuance of Certificate of Occupancy, including, but not limited to, the costs for design, planning, zoning, variances, financing costs, legal costs, construction, and permitting. For construction and rehabilitation projects, the cost of land acquisition shall be deducted from the Total Development Cost. In addition, construction costs associated with non-housing features included in a project or those not deemed by HCD to be amenities expected of, typically provided with or appurtenant to affordable housing units, may be deducted from the Total Development Cost by the Mayor or Mayor's designee.

The Maximum Total Development Cost will be limited to cost to develop, whether new construction or substantial rehabilitation, as approved in the Affordable Housing Guidelines (as may be updated from time to time via a Request for Application), an approved Credit Underwriting Report, or other such approvals.

11. Awardee shall comply or provide the County with bonds sufficient for the County to comply with Florida section 255.05, Florida Statutes.
12. Art in Public Places: Development/construction projects on County land are subject to the Art in Public Places ("AIPP") provisions in section 2.11.15 of the Miami-Dade County Code, Administrative Order 3-11, and the Dade County Guide to AIPP. This includes all improvements that are built on County land under long-term leases or other long-term agreements, even if privately financed and privately owned during the term of the lease. The Awardee shall transmit 1.5% of all construction costs (as defined by the AIPP Program) to the Miami-Dade County Department of Cultural Affairs for the implementation of the AIPP program and the contract(s) with the artist(s) for the improvements to the Project shall be between the artist(s) and the AIPP Trust, and the contractor, as applicable, in accordance with the AIPP Program. The County will work collaboratively with the Awardee on the implementation of the AIPP program pursuant to the requirements of said program. This sum shall be included in the Awardee's Projected Hard Costs.
13. By entering into this Contract, the Awardee and its Subcontractors are jointly and severally obligated to comply with the provisions of Section 448.095, Florida Statutes, as amended, titled "Employment Eligibility." The Awardee affirms that (a) it has registered and uses the U.S. Department of Homeland Security's E-Verify system to verify the work authorization status of all new employees of the Contractor; (b) it has required all Subcontractors to this Contract to register and use the E-Verify system to verify the work authorization status of all new employees of the Subcontractor; (c) it has an affidavit from all Subcontractors to this Contract attesting that the Subcontractor does not employ, contract with, or subcontract with, unauthorized aliens; and (d) it shall maintain copies of any such affidavits for duration of the Contract.
14. If County has a good faith belief that Awardee has knowingly violated Section 448.09(1), Florida Statutes, then County shall terminate this contract in accordance with Section 448.095(5)(c), Florida Statutes. In the event of such termination the Awardee agrees and acknowledges that it may not be awarded a public contract for at least one (1) year from the date of such termination and that Awardee shall be liable for any additional costs incurred by the County because of such termination.
15. In addition, if County has a good faith belief that a Subcontractor has knowingly violated any provisions of Sections 448.09(1) or 448.095, Florida Statutes, but Awardee has

otherwise complied with its requirements under those statutes, then Awardee agrees that it shall terminate its contract with the Subcontractor upon receipt of notice from the County of such violation by Subcontractor in accordance with Section 448.095(5)(c), Florida Statutes.

16. Any challenge to termination under this provision must be filed in the Circuit or County Court by the County, Awardee, or Subcontractor no later than twenty (20) calendar days after the date of contract termination. Public and private employers must enroll in the E-Verify System (<http://www.uscis.gov/e-verify>) and retain the I-9 Forms for inspection.
17. By entering into, amending, or renewing this Contract, including, without limitation, a grant agreement or economic incentive program payment agreement (all referred to as the "Contract"), as applicable, the Developer is obligated to comply with the provisions of Section 787.06, Florida Statutes ("F.S."), "Human Trafficking," as amended, which is deemed as being incorporated by reference in this Contract. All definitions and requirements from Section 787.06, F.S., apply to this Contract.

This compliance includes the Developer providing an affidavit that it does not use coercion for labor or services. This attestation by the Developer shall be in the form attached as the Human Trafficking Affidavit (the "Affidavit"), which is attached hereto as **Attachment K** and must be executed by the Contractor and provided to the County when entering, amending, or renewing this Contract.

This Contract shall be void if the Contractor submits a false Affidavit pursuant to Section 787.06, F.S., or the Developer violates Section 787.06, F.S., during the term of this Contract, even if the Developer was not in violation at the time it submitted its Affidavit.

18. By entering into this Contract, the Developer affirms that it is not in violation of Section 287.138, Florida Statutes, titled Contracting with Entities of Foreign Countries of Concern Prohibited. The Developer further affirms that it is not giving a government of a foreign country of concern, as listed in Section 287.138, Florida Statutes, access to an individual's personal identifying information if: a) the Developer is owned by a government of a foreign country of concern; b) the government of a foreign country of concern has a controlling interest in the Developer; or c) the Developer is organized under the laws of or has its principal place of business in a foreign country of concern as is set forth in Section 287.138(2)(a)-(c), Florida Statutes. This affirmation by the Developer shall be in the form attached to this Agreement as Contracting with Entities of Foreign Countries of Concern Prohibited Affidavit, which is attached hereto as **Attachment L** and incorporated herein by reference. For purpose of this agreement the term "Foreign Country of Concern" shall mean the People's Republic of China, the Russian Federation, the Islamic Republic of Iran, the Democratic People's Republic of Korea, the Republic of Cuba, the Venezuelan regime of Nicolás Maduro, or the Syrian Arab Republic, including any agency of or any other entity of significant control of such foreign country of concern.

L. Audits and Records

1. **Nonprofit** organizations that expend \$750,000 or more annually in federal awards shall have a single or program specific audit conducted in accordance with 2 CFR Part 200, Subpart F-Audit requirements except when they elect to have a program-specific audit. Nonprofit organizations expending federal awards of \$750,000 or more under only one federal program may elect to have a program-specific audit performed, in accordance with 2 CFR Part 200 Subpart F. Awardees who will be receiving, or who have received, federal awards for loans or loan guaranteed programs may be required to conduct audits of those programs in accordance with regulations of the federal agencies providing those guarantees or loans.
2. **Nonprofit and for profit entities** that expend less than \$750,000 annually in federal awards shall be exempt from an audit conducted in accordance with 2 CFR Part 200, Subpart F, although their records must be available for review (e.g., inspections, evaluations). Such agencies that receive less than \$750,000 in federal funds, but more than

\$25,000, in combined Federal awards must submit to the County annual compilation reports that describe their performance. To achieve uniformity regarding the reporting format, such documents must comply with the accounting industry standards by communicating an independent accountant's (1) expression of limited assurance on FINANCIAL STATEMENTS as a result of performing inquiry and analytic procedures (Review Report); (2) results of procedures performed (Agreed-Upon Procedures Report); (3) non-expression of opinion or any form of assurance on a presentation in the form of financial statements information that is the representation of management (Compilation Report); or (4) an opinion on an assertion made by management in accordance with the Statements on Standards for Attestation Engagements (Attestation Report). For nonprofit entities receiving less than \$25,000 in federal funds, the agency must submit their annual IRS Form 990.

3. When the requirements of 2 CFR Part 200 Subpart F apply, an audit shall be conducted for each fiscal year for which federal awards attributable to this Agreement have been received by the Awardee. Each audit shall include a fiscal review, which includes a validation of all program generated income and its disposition, especially attributable to CDBG funds, an internal control review, and a compliance review as described in 2 CFR Part 200. A copy of the audit report in triplicate must be received by HCD no later than six months following the end of the Awardee's fiscal year.
4. If an audit is required by Paragraph L of this Agreement, but the requirements of 2 CFR Part 200 Subpart F do not apply the Awardee may choose to have an audit performed either on the basis of the Awardee's fiscal year or on the basis of the period during which HCD-federal assistance has been received. In either case, each audit shall cover a time period of not more than twelve (12) months and an audit shall be submitted covering each assisted period until all the assistance received from this Agreement has been reported on. Each audit shall adhere to all other audit standards of 2 CFR Part 200, as these may be limited to cover only those services undertaken pursuant to the terms of this Agreement. A copy of the audit report in triplicate must be received by HCD no later than six months following each audit period
5. The Awardee shall maintain all Contract Records in accordance with generally accepted accounting principles, procedures, and practices which shall sufficiently and properly reflect all revenues and expenditures of funds provided directly or indirectly by the County pursuant to the terms of this Agreement.
6. The Awardee shall maintain all Contract Records that document all actions undertaken to accomplish the "Scope of Services" outlined in **Attachment A** in this Agreement and in accordance with 24 CFR part 570.506; 570.503.
7. The Awardee shall ensure that the Contract Records shall be at all times subject to and available for full access and review, inspection, or audit by County and federal personnel and any other personnel duly authorized by the County.
8. The Awardee shall include in all HCD approved subcontracts used to engage subcontractors to carry out any eligible substantive programmatic services, as such services are described in this Agreement and defined by HCD, each of the record-keeping and audit requirements detailed in this Agreement. HCD shall, in its sole discretion, determine when services are eligible substantive programmatic services and subject to the audit and record-keeping requirements described above.
9. The County reserves the right to require the Awardee to submit to an audit by Audit and Management Services or other auditor of the County's choosing at the Awardee's expense. The Awardee shall provide access to all of its records, which relate directly or indirectly to this Agreement at its place of business during regular business hours. The Awardee shall retain all records pertaining to this Agreement and upon request make them available to the County for four years following expiration of the Agreement. The Awardee agrees to provide such assistance as may be necessary to facilitate the review or audit by the County to ensure compliance with applicable accounting and financial standards.

10. The Awardee shall ensure that its auditors share their audit results with and must submit the audit report to HCD within six months after the conclusion of the audit period.
11. Pursuant to County Ordinance No. 03-2, the Awardee will grant access to the Commission Auditor to all financial and performance related records, property, and equipment purchased in whole or in part with government funds. The Awardee agrees to maintain an accounting system that provides accounting records that are supported with adequate documentation, and adequate procedures for determining the allow ability and allocability of costs.

M. Protected Records and Documents

Any person or entity that performs or assists Miami-Dade County with a function or activity involving the use or disclosure of "Individually Identifiable Health Information (IIHI) and/or Protected Health Information (PHI) shall comply with the Health Insurance Portability and Accountability Act (HIPAA) of 1996 and the Miami-Dade County Privacy Standards Administrative Order. HIPAA mandates privacy, security and electronic transfer standards including but not limited to:

1. Use of information only for performing services required by the Agreement or as required by law;
2. Use of appropriate safeguards to prevent non-permitted disclosures;
3. Reporting to Miami-Dade County of any non-permitted use or disclosure;
4. Assurances that any agents and subcontractors agree to the same restrictions and conditions that apply to the Contractor and reasonable assurances that IIHI/PHI will be held confidential;
5. Making Protected Health Information (PHI) available to the customer;
6. Making PHI available to the customer for review and amendment, and incorporating any amendments requested by the customer;
7. Making PHI available to Miami-Dade County for an accounting of disclosures; and
8. Making internal practices, books and records related to PHI available to Miami-Dade County for compliance audits.

PHI shall maintain its protected status regardless of the form and method of transmission (paper records, and/or electronic transfer of data). The Contractor must give its customers written notice of its privacy information practices including specifically, a description of the types of uses and disclosures that would be made with protected health information.

N. Retention of Records

1. The Awardee shall retain all Contract Records for a period of at least seven (7) years following the final Close-Out of the Activity/Project (hereinafter referred to as "Retention Period") subject to the limitations set forth below. The final Close-Out of the Activity/Project is the date when HCD provides written notification of such. Under no circumstances shall Awardee dispose of any Contract Records prior to Awardee providing the County sufficient documentation to show that the HOME Regulations were fully complied with in Awardee's performance of its obligations under this Agreement and has received confirmation from HCD that the Activity/Project has been finally Closed-Out in the U.S. HUD IDIS system. Upon Awardee's request in writing for confirmation of said final Close-Out, HCD shall provide Awardee in writing either confirmation of final Close-Out or a list of documentation required in order to proceed toward final Close-Out.
2. If the County or the Awardee have received or given notice of any kind indicating any threatened or pending litigation, claim or audit arising out of the services provided pursuant to the terms of this Agreement, the Retention Period shall be extended until such time as the threatened or pending litigation, claim or audit is, in the sole and absolute discretion of HCD, fully, completely and finally resolved.

3. The Awardee shall allow the County, federal personnel, or any person authorized by the County full access to and the right to examine any of the Agreement records during the required Retention Period.
4. The Awardee shall notify HCD in writing, both during the pendency of this Agreement and after its expiration as part of the final closeout procedure, of the address where all Agreement records will be retained.
5. The Awardee shall obtain written approval of HCD prior to disposing of any Agreement records within one year after expiration of the Retention Period.

O. Provision of Records and Proprietary Rights and Information

1. The Awardee shall provide to HCD, upon request, all Agreement records. These records shall become the property of HCD without restriction, reservation, or limitation of their use. HCD shall have unlimited rights to all books, articles, or other copyrightable materials developed for the purpose of this Agreement. These unlimited rights shall include the rights to royalty-fees; nonexclusive, and irrevocable license to reproduce, publish, or otherwise use, and to authorize others to use, the information for public purposes.
2. If the Awardee receives funds from, or is under regulatory control of, other governmental agencies, and those agencies issue monitoring reports, regulatory examinations, or other similar reports, the Awardee shall provide a copy of each report and any follow-up communications and reports to HCD immediately upon such issuance unless such disclosure is a violation of the rules or policies of the regulatory agencies issuing the reports.
3. Proprietary Information

As a political subdivision of the State of Florida, Miami-Dade County is subject to the stipulations of Florida's Public Records Law.

The Awardee acknowledges that all computer software in the County's possession may constitute or contain information or materials which the County has agreed to protect as proprietary information from disclosure or unauthorized use and may also constitute or contain information or materials which the County has developed at its own expense, the disclosure of which could harm the County's proprietary interest therein.

During the term of the Agreement, the Awardee will not use directly or indirectly for itself or for others, or publish or disclose to any third party, or remove from the County's property, any computer programs, data compilations, or other software which the County has developed, has used or is using, is holding for use, or which are otherwise in the possession of the County (hereinafter "Computer Software"). All third-party license agreements must also be honored by the Awardees and their employees, except as authorized by the County and, if the Computer Software has been leased or purchased by the County, all hired party license agreements must also be honored by the Awardees' employees with the approval of the lessor or Awardees thereof. This includes mainframe, minis, telecommunications, personal computers and any and all information technology software.

The Awardee will report to the County any information discovered or which is disclosed to the Awardee which may relate to the improper use, publication, disclosure or removal from the County's property of any information technology software and hardware and will take such steps as are within the Awardee's authority to prevent improper use, disclosure or removal.

4. Proprietary Rights

- a) The Awardee hereby acknowledges and agrees that the County retains all rights, title and interests in and to all materials, data, documentation and copies thereof furnished by the County to the Awardee hereunder or furnished by the Awardee to the County and/or created by the Awardee for delivery to the County, even if unfinished or in process, as a result of the Services the Awardee performs in connection with this

Agreement, including all copyright and other proprietary rights therein, which the Awardee as well as its employees, agents, subcontractors and suppliers may use only in connection of the performance of Services under this Agreement. The Awardee shall not, without the prior written consent of the County, use such documentation on any other project in which the Awardee or its employees, agents, subcontractors or suppliers are or may become engaged. Submission or distribution by the Awardee to meet official regulatory requirements or for other purposes in connection with the performance of Services under this Agreement shall not be construed as publication in derogation of the County's copyrights or other proprietary rights.

- b) All rights, title and interest in and to certain inventions, ideas, designs and methods, specifications and other documentation related thereto developed by the Awardee and its subcontractors specifically for the County, hereinafter referred to as "Developed Works" shall become the property of the County.
- c) Accordingly, neither the Awardee nor its employees, agents, subcontractors or suppliers shall have any proprietary interest in such Developed Works. The Developed Works may not be utilized, reproduced or distributed by or on behalf of the Awardee, or any employee, agent, subcontractor or supplier thereof, without the prior written consent of the County, except as required for the Awardee's performance hereunder.
- d) Except as otherwise provided in subsections a, b, and c above, or elsewhere herein, the Awardee and its subcontractors and suppliers hereunder shall retain all proprietary rights in and to all Licensed Software provided hereunder, that have not been customized to satisfy the performance criteria set forth in the Scope of Services. Notwithstanding the foregoing, the Awardee hereby grants, and shall require that its subcontractors and suppliers grant, if the County so desires, a perpetual, irrevocable and unrestricted right and license to use, duplicate, disclose and/or permit any other person(s) or entity(ies) to use all such Licensed Software and the associated specifications, technical data and other Documentation for the operations of the County or entities controlling, controlled by, under common control with, or affiliated with the County, or organizations which may hereafter be formed by or become affiliated with the County. Such license specifically includes, but is not limited to, the right of the County to use and/or disclose, in whole or in part, the technical documentation and Licensed Software, including source code provided hereunder, to any person or entity outside the County for such person's or entity's use in furnishing any and/or all of the Deliverables provided hereunder exclusively for the County or entities controlling, controlled by, under common control with, or affiliated with the County, or organizations which may hereafter be formed by or become affiliated with the County. No such License Software, specifications, data, documentation or related information shall be deemed to have been given in confidence and any statement or legend to the contrary shall be void and of no effect.

5. Public Records Law

- a. Awardee acknowledges that the County is subject to chapter 119, Florida Statutes, known as the "Public Records Law". As such, items considered to be public records under the Public Records Law related to this Agreement shall be disclosed by the County upon a public records request in accordance with law.

b. **IF THE AWARDEE HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE AWARDEE'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE HCD CUSTODIAN OF PUBLIC RECORDS AT 786-469-4126, Lizette.Capote@miamidade.gov, 701 NW 1st Court, 16th Floor, Miami, FL 33136.**

- c. Many agencies contracting for CDBG funds are not considered "contractors" as defined in section 119.0701, Florida Statutes. However, where Awardee is a "contractor," as defined in section 119.0701, Florida Statutes, meaning that Awardee has entered into a contract for

services with the County and is acting on behalf of the County as provided under section 119.011(2), Florida Statutes, the following shall apply:

- d. Contractor shall comply with the Florida public records law, specifically to:
 - i. Keep and maintain public records required by the County to perform the service.
 - ii. Upon request from the County's custodian of public records, provide the County with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in this chapter or as otherwise provided by law.
 - iii. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if the contractor does not transfer the records to the County.
 - iv. Upon completion of the Agreement, transfer, at no cost, to the County all public records in possession of the contractor or keep and maintain public records required by the County to perform the service. If the contractor transfers all public records to the County upon completion of the Agreement, the contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the contractor keeps and maintains public records upon completion of the Agreement, the contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the County, upon request from the County's custodian of public records, in a format that is compatible with the information technology systems of the County.
- e. A request to inspect or copy public records relating to this Agreement for services must be made directly to the County. If the County does not possess the requested records, the County shall immediately notify the contractor of the request, and the contractor must provide the records to the County or allow the records to be inspected or copied within a reasonable time.
 - i. If a contractor does not comply with the County's request for records, the County shall enforce these requirements in accordance with the Agreement.
 - ii. A contractor who fails to provide the public records to the County within a reasonable time may be subject to penalties under section 119.10 Florida Statutes.
- f. The contractor shall be liable in any civil action brought due to contractor's violation of Florida's public records laws, and shall indemnify the County as described in this Agreement.

P. Audits and Inspectors General

Nothing in this Agreement shall impair any independent right of the County to conduct audit or investigate activities. The provisions of this section are neither intended nor shall they be construed to impose any liability on the County by the Awardee or third parties. The provisions in this section shall apply to the Awardee, its officers, agents, employees, subcontractors, suppliers and Related or Affiliated Parties. The Awardee shall incorporate the provisions in this section in all subcontracts and all other Agreements executed by the Awardee in connection with the performance of the Agreement.

Miami-Dade County Inspectors General Review

According to section 2-1076 of the Code of Miami-Dade County, as amended, Miami-Dade County has established the Office of the Inspector General which may, on a random basis, perform audits on all County contracts, throughout the duration of said contracts, except as otherwise provided below. The cost of the audit of any Contract shall be one quarter (1/4) of one (1) percent of the total contract amount which cost shall be included in the total proposed amount. The audit cost will be deducted by the County from progress payments to the selected Awardee. The audit cost shall also be included in all change orders and all contract renewals and extensions.

Exception: The above application of one quarter (1/4) of one percent fee assessment shall not apply to the following contracts: (a) IPSIG contracts; (b) contracts for legal services; (c) contracts for financial advisory services; (d) auditing contracts; (e) facility rentals and lease agreements; (f) concessions and other rental agreements; (g) insurance contracts; (h) revenue-generating contracts; (i) contracts where an IPSIG is assigned at the time the contract is approved by the Commission; (j) professional service agreements under \$1,000; (k) management agreements; (l) small purchase orders as defined in Miami-Dade County Administrative Order 3-2; (m) federal, state and local government-funded grants; and (n) interlocal agreements. Notwithstanding the foregoing, the Miami-Dade County Board of County Commissioners may authorize the inclusion of the fee assessment of one quarter (1/4) of one percent in any exempted contract at the time of award.

Awardee consents to the powers of the Inspector General. The Miami-Dade County Inspector General is authorized and empowered to review past, present and proposed County contracts, transactions, accounts, records and programs. In addition, the Inspector General has the power to subpoena witnesses, administer oaths, require the production of records and monitor existing projects and programs. Monitoring of an existing project or program may include a report concerning whether the project is on time, within budget and in compliance with plans, specifications and applicable law.

Upon ten (10) days prior written notice to the Awardee from the Inspector General or IPSIG retained by the Inspector General, the Awardee shall make all requested records and documents available to the Inspector General or IPSIG for inspection and copying. The Inspector General and IPSIG shall have the right to inspect and copy all documents and records in the Awardee's possession, custody or control which, in the Inspector General or IPSIG's sole judgment, pertain to performance of the Agreement, including, but not limited to original estimate files, worksheets, proposals and Agreements from and with successful and unsuccessful subcontractors and suppliers, all project-related correspondence, memoranda, instructions, financial documents, construction documents, proposal and Agreement documents, back-charge documents, all documents and records which involve cash, trade or volume discounts, insurance proceeds, rebates, or dividends received, payroll and personnel records, and supporting documentation for the aforesaid documents and records.

Independent Private Sector Inspector General Reviews

Pursuant to Miami-Dade County Administrative Order 3-20, the Awardee is aware that the County has the right to retain the services of an Independent Private Sector Inspector General (hereinafter "IPSIG"), whenever the County deems it appropriate to do so. Upon written notice from the County, the Awardee shall make available to the IPSIG retained by the County, all requested records and documentation pertaining to this Agreement for inspection and reproduction. The County shall be responsible for the payment of these IPSIG services, and under no circumstance shall the Awardee's prices and any changes thereto approved by the County, be inclusive of any charges relating to these IPSIG services. The terms of this provision herein, apply to the Awardee, its officers, agents, employees, subcontractors and assignees. Nothing contained in this provision shall impair any independent right of the County to conduct an audit or investigate the operations, activities and performance of the Awardee in connection with this Agreement. The terms of this Article shall not impose any liability on the County by the Awardee or any third party.

Commission Auditor Access to Records

Pursuant to Ordinance No. 03-2, Awardee shall grant access to the Commission Auditor to all financial and performance related records, property, and equipment purchased in whole or in part with government funds, including funds awarded to Awardee pursuant to this Agreement.

Q. Prior Approval

The Awardee shall obtain written approval from HCD prior to undertaking any of the following:

1. The engagement or execution of any subcontract(s) or Agreement assignments, wherein CDBG funds will be used to pay for goods or services. The Awardee must submit all proposed agreement documents to HCD at least thirty (30) days prior to the start date of the agreement. HCD shall have no obligation to approve payment of any expenditure (resulting from an agreement or subcontract) which was incurred prior to the approval by HCD of such agreement or subcontract.

2. The addition of any positions not specifically listed in the approved budget.
3. The modification or addition of all job descriptions for existing staff.
4. The purchase of all nonexpendable personal property not specifically listed in the approved budget.
5. The disposition of all real, expendable personal, and nonexpendable personal property as defined in Section II, Paragraph W.1. of this Agreement.
6. Out-of-town travel not specifically listed in the approved budget.
7. The publication of proposed Solicitation Notices, Invitations for Bids and Requests for Proposals as provided for in Section II, Paragraph K of this Agreement.
8. The disposal of all Agreement records as provided for in Section II, Paragraph N of this Agreement.
9. In the event the Awardee wishes to substitute personnel for the key personnel identified by the Awardee's Proposal, the Awardee must notify the County in writing and request written approval for the substitution at least ten (10) business days prior to effecting such substitution.

R. Monitoring

The Awardee shall permit HCD and other persons duly authorized by HCD to inspect all Agreement records, facilities, equipment, materials, and services of the Awardee which are in any way connected to the activities undertaken pursuant to the terms of this Agreement, and/or to interview any clients, employees, subcontractors, or assignees of the Awardee. Following such inspection or interviews, HCD will deliver to the Awardee a report of its findings, and the Awardee will rectify all deficiencies cited by HCD within the specified period of time set forth in the report, or provide HCD with a reasonable justification for not correcting the deficiencies. HCD will determine, in its sole and absolute discretion, whether or not the Awardee's justification is acceptable or if the Awardee must, despite the justification, rectify the deficiencies cited by HCD in its report.

S. Conflict of Interest

The Awardee agrees to abide by the provisions of 24 CFR part 84.42 (24 CFR part 200 for Public Agencies) and 24 CFR part 570.611, all as may be amended from time to time, with respect to conflicts of interest, and covenants that it presently has no financial interest and shall not acquire any financial interest, direct or indirect, which would conflict in any manner or degree with the performance of services required under this Agreement. The Awardee further covenants that in the performance of this Agreement no person having such a financial interest shall be employed or retained by the Awardee hereunder. These conflict of interest provisions apply to any person who is an employee, agent, consultant, officer, or elected official or appointed official of the County, or of any designated public agencies or subrecipients which are receiving funds under the CDBG Entitlement program. The Awardee certifies and represents that no officer, director, employee, agent, or other consultant of the County or a member of the immediate family or household of the aforesaid has directly or indirectly received or been promised any form of benefit, payment or compensation, whether tangible or intangible, in connection with the grant of this Agreement.

The Awardee shall abide and be governed by Miami-Dade County Ordinance No. 72-82 (Conflict of Interest Ordinance), as amended, which is incorporated herein by reference as if fully set forth, in connection with its Agreement obligations hereunder.

The Awardee shall disclose any possible conflicts of interest or apparent improprieties of any party that are covered by the above standards. The Awardee shall make such disclosure in writing to HCD immediately upon the Awardee's discovery of such possible conflict. HCD will then render an opinion which shall be binding on all parties.

The Awardee shall submit to HCD, within five business days of execution this Agreement, all updated Conflict of Interest affidavits, Related Party Disclosure statements, including Related or Affiliated General Contractor(s) or Subcontractor(s), list of current Board members, and list of all business associations with the following documents:

- Original Agreement or its subsequent amendments.
- Requests for budget revisions.
- Requests for approval of subcontracts.

Non-compliance with the above requirements will be considered a breach of Agreement, which will result in the immediate termination of the agreement, the recovery of the entire funding award, and the disqualification of funding through HCD for a period of three years.

a) Awardee certifies and represents that there are no undisclosed persons or entities interested with the Awardee in this Agreement. This Agreement is entered into by the Awardee without any connection with any other entity or person making a proposal for the same purpose, and without collusion, fraud or conflict of interest. No elected or appointed officer or official, director, employee, agent or other consultant of the County, or of the State of Florida (including elected and appointed members of the legislative and executive branches of government), or a member of the immediate family or household of any of the aforesaid:

i) is interested on behalf of or through the Awardee directly or indirectly in any manner whatsoever in the execution or the performance of this Agreement, or in the services, supplies or work, to which this Agreement relates or in any portion of the revenues; or

ii) is an employee, agent, advisor, or consultant to the Awardee or to the best of the Awardee's knowledge any subcontractor or supplier to the Awardee.

b) Neither the Awardee nor any officer, director, employee, agency, parent, subsidiary, or affiliate of the Awardee shall have an interest which is in conflict with the Awardee's faithful performance of its obligation under this Agreement; provided that the County, in its sole discretion, may consent in writing to such a relationship, provided the Awardee provides the County with a written notice, in advance, which identifies all the individuals and entities involved and sets forth in detail the nature of the relationship and why it is in the County's best interest to consent to such relationship.

c) The provisions of this Article are supplemental to, not in lieu of, all applicable laws with respect to conflict of interest. In the event there is a difference between the standards applicable under this Agreement and those provided by statute, the stricter standard shall apply.

d) In the event Awardee has no prior knowledge of a conflict of interest as set forth above and acquires information which may indicate that there may be an actual or apparent violation of any of the above, Awardee shall promptly bring such information to the attention of the County's Project Manager. Awardee shall thereafter cooperate with the County's review and investigation of such information, and comply with the instructions Awardee receives from the Project Manager in regard to remedying the situation.

T. Intentionally Left Blank

U. Publicity, Advertisements and Signage

The Parties agree that the Awardee is funded by the County for CDBG Activities. Further, the Awardee agrees that all events funded by this Agreement shall recognize the County and the United States Department of Housing and Urban Development (US HUD), as funding sources and that the Awardee shall ensure that all publicity, public relations, advertisements and signs recognize the

County and US HUD for the support of all contracted activities. This is to include, but is not limited to, all posted signs, pamphlets, wall plaques, cornerstones, dedications, notices, flyers, brochures, news releases, media packages, promotions, and stationery. The use of the official County logo is permissible. The Awardee shall ensure that all media representatives, when inquiring about the activities funded by this Agreement, are informed that the County and US HUD are the funding sources. The Awardee shall notify the County of all events and activities involving the Project ten (10) days prior to the activity or event.

When the Awardee obtain(s) the building permit(s), the CD Project Manager at the Department, must be notified in order to request the project sign from Miami-Dade County Internal Services Department (ISD). Within thirty (30) days of the erection of the sign, the CD Project Manager will submit an invoice to the Awardee for payment of the project sign cost. The Awardee is responsible for all costs for replacing any amended, lost, defaced or missing sign. The sign shall remain on the premises at least ninety (90) days after the issuance of the Certificate of Occupancy (CO) or Certificate of Completion (CC).

NO WORK SHALL COMMENCE UNTIL THE PROJECT SIGNS ARE SECURED IN PLACE. THE SIGNS SHALL BE IN ACCORDANCE WITH THE DETAIL SHOWN IN ATTACHMENT F. Payment for furnishing, installing and maintaining the sign shall be under the bid amount for mobilization.

V. Procurement

The Awardee must comply with 2 CFR Part 200 when procuring supplies, equipment, construction, or services. The Awardee must take affirmative steps to procure supplies, equipment, construction, or services to fulfill this Agreement from minority and women's businesses, and to provide these sources the maximum feasible opportunity to compete for subcontracts to be procured pursuant to this Agreement. To the maximum extent feasible, these businesses shall be located in or owned by residents of the Community Development areas designated by HCD in the CDBG application approved by the supervising federal agency.

The Awardee shall assure that all subcontracts or third party agreements contain provisions with stated goals, that low-income residents from Community Development Target and Service Areas be provided with opportunities for employment and training in contracted activities.

In conformance with Section 3 of the Housing and Community Development Act of 1968, the Awardee must direct federal financing assistance towards Target Area residents and ensure that employment and economic opportunities be given to low and very low-income persons, particularly those who are recipients of government assistance for housing according to the guidelines mentioned below:

1. The work to be performed under this Agreement 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). The purpose of Section 3 is to ensure that employment and other economic opportunities generated by HUD assistance or HUD- assisted projects covered by Section 3, shall, to the greatest extent feasible, be directed to low- and very low-income persons, particularly persons who are recipients of HUD assistance for housing.
2. The parties to this Agreement agree to comply with HUD's regulations in 24 CFR part 135, as may be amended from time to time, which implement Section 3. As evidenced by their execution of this Agreement, the parties to this Agreement certify that they are under no contractual or other impediment that would prevent them from complying with the part 135 regulations.
3. The Awardee agrees to send to each labor organization or representative of workers with which the Awardee has a collective bargaining agreement or other understanding, if any, a notice advising the labor organization or workers' representative of the Awardee's commitments under this Section 3 clause, and will post copies of the notice in conspicuous places at the work site where both employees and applicants for training and employment positions can see the notice. The notice shall describe the Section 3 preference, shall set forth minimum number and job titles subject to hire, availability of apprenticeship and

training positions, the qualifications for each; and the name and location of the person(s) taking applications for each of the positions; and the anticipated date the work shall begin.

4. The Awardee agrees to include this Section 3 clause in every subcontract subject to compliance with regulations in 24 CFR part 135, and agrees to take appropriate action, as provided in an applicable provision of the subcontract or in this Section 3 clause, upon a finding that the subcontractor is in violation of the regulations in 24 CFR part 135. The Awardee will not subcontract with any subcontractor where the Awardee has notice or knowledge that the subcontractor has been found in violation of the regulations in 24 CFR part 135.
5. The Awardee will certify that any vacant employment positions, including training positions, that are filled (1) after the Awardee is selected but before the Agreement is executed, and (2) with persons other than those to whom the regulations of 24 CFR part 135 require employment opportunities to be directed, were not filled to circumvent the Awardee's obligations under 24 CFR part 135.
6. Noncompliance with HUD's regulations in 24 CFR part 135 may result in sanctions, termination of this Agreement for default, and debarment or suspension from future HUD assisted contracts.
7. With respect to work performed in connection with Section 3 covered Indian housing assistance, section 7(b) of the Indian Self-Determination and Education Assistance Act (25 U.S.C. § 450e) also applies to the work to be performed under this Agreement. Section 7(b) requires that to the greatest extent feasible (i) preference and opportunities for training and employment shall be given to Indians, and (ii) preference in the award of contracts and subcontracts shall be given to Indian organizations and Indian-owned Economic Enterprises. Parties to this 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).
8. Fair Subcontracting Policies (Ordinance 97-35)

All Awardees on County contracts in which subcontractors may be used shall be subject to and comply with Ordinance 97-35 as amended, requiring Awardees to provide a detailed statement of their policies and procedures for awarding subcontracts which:

- a) notifies the broadest number of local subcontractors of the opportunity to be awarded a subcontract;
- b) invites local subcontractors to submit bids/proposals in a practical, expedient way;
- c) provides local subcontractors access to information necessary to prepare and formulate a subcontracting bid/proposal;
- d) allows local subcontractors to meet with appropriate personnel of the Awardee to discuss the Awardee's requirements; and
- e) awards subcontracts based on full and complete consideration of all submitted proposals and in accordance with the Awardee's stated objectives.

All Awardees seeking to contract with the County shall, as a condition of award, provide a statement of their subcontracting policies and procedures (see Attachment G). The County will not execute this Agreement with Awardees who fail to provide a statement of the Subcontractors Policies and Procedures.

The County reserves the right to either approve or withdraw its consent to a subcontract if it appears to the County, in its discretion and authority, that the subcontract will delay, prevent, or otherwise impair the performance of the Awardee's obligations under this Agreement.

W. Property

1. Definitions
 - a. Property. As defined on page 2 herein.

- b. Real Property: Land, land improvements, structures, fixtures and appurtenances thereto, excluding movable machinery and equipment.
 - c. Personal Property: Personal property of any kind except real property.
 - 1) Tangible: All personal property having physical existence.
 - 2) Intangible: All personal property having no physical existence such as patents, inventions, and copyrights.
 - d. Nonexpendable Personal Property: Tangible personal property of a nonconsumable nature, with a value of \$750 or more per item, with a normal expected life of one or more years, not fixed in place, and not an integral part of a structure, facility or another piece of equipment.
 - e. Expendable Personal Property: All tangible personal property other than nonexpendable property.
2. The Awardee shall comply with the real property requirements as stated below:
- a. Any real property under the Awardee's control that was acquired or improved by Awardee or HCD in whole or in part with CDBG funds received from HCD in excess of \$25,000 shall be either:
 - 1) Used to meet one of the three (3) CDBG national objectives until five (5) years after the expiration or termination of this Agreement, or for such longer period of time as determined by HCD in its sole and absolute discretion; or
 - 2) Not used to meet one of the three (3) CDBG National Objectives. In the event the property is not used to meet one of the national objectives for five (5) years following the expiration or termination of this Agreement or such longer period as determined by HCD, the Awardee shall, in the sole discretion of HCD, either pay to HCD an amount equal to the market value of the property as may be determined by HCD in its sole and absolute discretion, less any proportionate portion of the value attributable to expenditures of non-CDBG funds for acquisition of, or improvement to, the property or transfer the property to HCD at no cost to HCD. Reimbursement is not required after the period of time specified in Paragraph W.2.a.1., above.
 - b. Any real property under the Awardee's control that was acquired or improved in whole or in part with CDBG funds from HCD for \$25,000 or less shall be disposed of, at the expiration or termination of this Agreement, in accordance with instructions from HCD.
 - c. All real property purchased or improved in whole or in part with funds from this and previous Agreements with HCD, or transferred to the Awardee after being purchased in whole or in part with funds from HCD, shall be listed in the property records of the Awardee and shall include a legal description; size; date of acquisition; value at time of acquisition; present market value; present condition; address or location; owner's name if different from the Awardee; information on the transfer or disposition of the property; and map indicating whether property is in parcels, lots, or blocks and showing adjacent streets and roads. The property records shall describe the programmatic purpose for which the property was acquired and identify the CDBG national objective that will be met. If the property was improved, the records shall describe the programmatic purpose for which the improvements were made and identify the CDBG national objective that will be met.
 - d. For awards involving the purchase or improvement of real property, the Awardee agrees to execute a mortgage, loan document, or restrictive covenant for the

CDBG award with HCD within 180 days after the execution of this agreement. Failure to comply with this requirement may result in the retraction of the CDBG award for the project and termination of this agreement.

- e. All real property shall be inventoried annually by the Awardee and an inventory report shall be submitted to HCD. This report shall include the elements listed in Paragraph W.2.c., above.

Nothing in this section shall be construed to limit the County's right to collect from Awardee the entire amount of CDBG funds awarded pursuant to this Agreement in the event Awardee fails to meet a national objective.

3. Inventory - Capital Equipment and Real Property

All capital items acquired for the project by the Awardee with funds allocated in this Agreement shall be assets of the Awardee and may be secured by a mortgage delivered to the County. A capital item shall be defined as an item that: (1) has a service life in excess of one year; (2) is either complete within itself or is a major component of another item of property; (3) by definition cannot be described either as supplies or materials; (4) will not be consumed or lose its identity; and (5) has a unit cost of \$500 or more. Awardee shall notify the County immediately upon acquiring any capital items with funds allocated in this Agreement

The County shall allow the Awardee to retain possession of capital equipment after expiration of this Agreement as long as the Awardee continues to provide the service described in the Scope of Services (**Attachment A**). If the Awardee disbands, becomes defunct or in any way ceases to exist or if the Awardee ceases to provide the service described in the Scope of Services or another service of value, Awardee shall notify the County immediately and provide instructions describing how the County may take possession of the capital equipment. Awardee shall deliver to the County all documents of title or ownership and shall transfer or assign such ownership rights to the County. Foreclosure of the County mortgage or enforcement of other documents shall not be required in order for the County to claim and take possession of capital equipment.

4. The Awardee shall comply with the nonexpendable personal property requirements as stated below:

- a. All nonexpendable personal property purchased or improved in whole or in part with funds from this and previous Agreements with HCD shall be listed in the property records of the Awardee and shall include a description of the property; location; model number; manufacturer's serial number; date of acquisition; funding source; unit cost at the time of acquisition; present market value; property inventory number; information on its condition; and information on transfer, replacement, or disposition of the property.
- b. All nonexpendable personal property purchased or improved in whole or in part with funds from this and previous Agreements with HCD shall be inventoried annually by the Awardee and an inventory report shall be submitted to HCD. The inventory report shall include the elements listed in Paragraph W.3.a., above.
- c. Title (ownership) to all nonexpendable personal property purchased in whole or in part with funds given to the Awardee pursuant to the terms of this Agreement shall vest in the County and HCD.

5. The Awardee shall obtain prior written approval from HCD for the disposition of real property, expendable personal property, and nonexpendable personal property purchased or improved in whole or in part with funds given to the Awardee or subcontractor pursuant to the terms of this Agreement. The Awardee shall dispose of all such property in accordance with instructions from HCD. Those instructions may require the return of all such property to HCD.

X. Program Income

1. Program Income as defined in 24 CFR part 570.500 (a) means gross income received by the Awardee directly generated from activities supported by CDBG funds. When Program Income is generated by an activity that is only partially assisted with CDBG funds, the income shall be prorated to reflect the percentage of CDBG funds used.
2. The Awardee shall not, under any circumstances, use Program Income to pay for charges or expenses that are specifically not allowed pursuant to the terms of this Agreement and applicable federal regulations or rules, or any County rules or ordinance.
 - a. The Awardee shall report to HCD all cumulative Program Income generated from activities financed in whole or in part by funds from this Agreement, for as long as it receives and/or has control over Program Income generated from this and any previous Agreements with HCD. The Awardee must submit the information for the generated Program Income to HCD with each reimbursement request and quarterly as part of the Fiscal Section of the Awardee's Progress Report as outlined in Section II, Paragraph F.2.a.

The awardee will submit the Calculation of Program Income form Attachment " L " with every reimbursement request.
 - b. The Awardee's use of Program Income shall be for the same activities described in this Agreement and subject to the limitations set forth in this Agreement and as set forth in the CDBG regulations, 24 CFR part 570.504. Awardee acknowledges that the CDBG Regulations require that Awardee spend Program Income before further CDBG funds are drawn down., Awardee agrees that Awardee shall expend the Program Income funds prior to seeking payment of CDBG funds from the County. Twenty percent (20%) of the Program Income Awardee makes, retains or receives shall be paid to the County on a quarterly basis and reported in Awardee's quarterly Progress Report. At the conclusion of the contract period or upon termination of this Contract, Awardee shall immediately pay/return all Contract funds and Program Income to the County.
 - c. Should Awardee be granted permission to use Program Income from a revolving loan activity, Program Income must be used only for the same revolving loan activity.
 - d. All Program Income from a revolving loan activity, such as loan repayments, interest earned, late fees, and investment income, shall be substantially disbursed to eligible loans, loan-related programmatic costs, and operational costs for the same revolving loan activity before the Awardee may request additional CDBG funds for that activity.
 - e. All Program Income from activities other than a revolving loan activity shall be substantially disbursed to carry out other HCD-approved CDBG eligible activities, and to cover operational costs before requesting additional CDBG funds.
 - f. Any proceeds from the sale of property as detailed in Section II, Paragraph W.4., above, shall be considered Program Income.
 - g. The Awardee shall obtain, as part of the required audit report, validation by a certified auditor of all Program Income and its disposition.
3. Upon expiration or termination of this Agreement or at the end of any program year, the Awardee shall transfer to the County any Program Income funds on hand, and any Program Income accounts receivable to any CDBG funded activities. HCD may require remittance of all or part of any Program Income balances (including investments thereof).
4. HCD, in its sole and absolute discretion, reserves the right to pursue other courses of action in the retention and use of Program Income generated by the Awardee, and such action shall not require an amendment to this Agreement.

Y. Travel

The Awardee shall comply with the County's travel policies. Documentation of travel expenses shall conform to the requirements of HCD's Policies and Procedures Manual.

Z. Subcontracts and Assignments

1. Unless otherwise specified in this Agreement, the Awardee shall not subcontract any portion of the work without the prior written consent of the County. Subcontracting without the prior consent of the County may result in termination of the Agreement for breach. When Subcontracting is allowed, the Awardee shall comply with County Resolution No. 1634-93, section 10-34 of the County Code and section 2-8.8 of the County Code.

The Awardee shall ensure that all subcontracts and assignments:

- a. Ensure that no contractor, subcontractor or assignee is listed on the U.S. HUD's debarred, suspended, or ineligible contractors list; Awardee shall use, at a minimum, US HUD's Excluded Parties List System to confirm clearance of contractors. The system may be accessed at <https://www.sam.gov/> Awardee shall provide to HCD a copy of the site page that indicates the name and the date it was checked. Awardee shall further ensure that no contractor, subcontractor, or assignee is listed on Miami-Dade County's debarred Contractor's List; Awardee shall, at a minimum, check at <http://www.miamidade.gov/smallbusiness/business-development-reports.asp> to determine if a person or entity is on Miami-Dade County's debarred contractor's list. Awardee shall provide HCD with a printout copy of the site page that indicates the name and the date it was checked.
- b. Comply with all CDBG requirements, as applicable, as well as the regulations specified in HCD's Policies and Procedures Manual.
- c. Identify the full, correct, and legal name of the party.
- d. Describe the activities to be performed.
- e. Present a complete and accurate breakdown of its price component.
- f. Incorporate a provision requiring compliance with all applicable regulatory and other requirements of this Agreement and with any conditions of approval that the County or HCD deem necessary.

This applies only to subcontracts and assignments in which parties are engaged to carry out any eligible substantive programmatic service, as may be defined by HCD, set forth in this Agreement. HCD shall in its sole discretion determine when services are eligible substantive programmatic services and subject to the audit and record-keeping requirements described above, and;

Result from an open competitive bid process generating a minimum of three bids. Such competitive process shall be described in writing, approved by the Board of Directors and a copy of which submitted to HCD. In such circumstances that open, competitive bids are not feasible or that a minimum of three bids are unobtainable, permission to use other methods of award must be requested in writing and approved by HCD prior to the assignment or award of subcontract. The Awardee agrees that no assignment or sub-contract will be made or let in connection with the Agreement without the prior written approval of HCD, which approval shall not be unreasonably withheld, and that all such sub-contractors or assignees shall be governed by the terms and intent of this Agreement.

- g. Incorporate the language of **Attachment E**, "Certification Regarding Lobbying."
- h. Include language stating that the Subcontractor understands and agrees that the County is not a party to the subcontract and has no obligation to the subcontractor.

- i. The Awardee shall maintain, and shall require that its subcontractors and suppliers maintain, complete and accurate records to substantiate compliance with the requirements set forth in the Scope of Services. The Awardee and its subcontractors and suppliers, shall retain such records, and all other documents relevant to the Services furnished under this Agreement for a period of three (3) years from the expiration date of this Agreement and any extension thereof.
2. The Awardee shall incorporate in all consultant subcontracts this additional provision:

The Awardee is not responsible for any insurance or other fringe benefits, e.g., social security, income tax withholdings, retirement or leave benefits, for the Consultant or employees of the Consultant normally available to direct employees of the Awardee. The Consultant assumes full responsibility for the provision of all insurance and fringe benefits for himself or herself and employees retained by the Consultant in carrying out the Scope of Services provided in this subcontract.
 3. The Awardee shall be responsible for monitoring the contractual performance of all subcontracts and their progress toward meeting the approved goals and objectives indicated in the attached Scope of Services. Regardless of any approvals by HCD of subcontracts or subcontractors, the Awardee shall bear all risks associated with subcontracting performance of the Activities to a subcontractor.
 4. The Awardee shall receive from HCD written prior approval for any subcontract engaging any party who agrees to carry out any substantive programmatic activities as may be determined by HCD as described in this Agreement. HCD's approval shall be obtained prior to the release of any funds to the subcontractor.
 5. The Awardee shall receive written approval from HCD prior to either assigning or transferring any obligations or responsibility set forth in this Agreement or the right to receive benefits or payments resulting from this Agreement.
 6. Approval by HCD of any subcontract or assignment shall not under any circumstance be deemed to provide for the incurrence of any obligation by HCD in excess of the total dollar amount agreed upon in this Agreement.
 7. If the subcontract involves \$100,000 or more to provide services listed in the Scope of Services or suppliers to supply the materials, the Awardee shall provide the names of the subcontractors and suppliers to HCD (**Attachment H**).
 8. The Awardee agrees that it will not change or substitute subcontractors or suppliers from the list (**Attachment H**) without prior written approval from HCD.
 9. The Awardee shall not hire any of the Awardee's staff members or employees as subcontractors.
 10. Where an Awardee intends to use a Related or Affiliated General Contractor or Subcontractor, as defined herein, HCD will require a third party non-affiliated professional in the same field as the Related or Affiliated General Contractor or Subcontractor, to be selected by HCD, to review cost estimates and evaluate whether or not such estimates are less than costs that may be incurred by use of non-related or non-affiliated entities. The costs of this third-party review will be paid by the Awardee, however, said costs may be an eligible cost to be paid from the Contract funds.

AA. Additional Funding

The Awardee shall notify HCD of any additional funding received for any activity described in this Agreement. Such notification shall be in writing and received by HCD within thirty (30) days of the Awardee's notification by the funding source.

BB. Method of Payment

The Awardee shall be paid as described below:

1. The Awardee shall be paid for those expenses allowed pursuant to the provisions provided below only when the Awardee submits to HCD adequate proof, as determined by HCD in its sole and absolute discretion, that the Awardee has incurred the expenditures. It shall be presumed that the Awardee has provided adequate proof of having incurred expenses if the Awardee submits to HCD canceled checks or original invoices approved by the Awardee's authorized representative which show performance of the Activities described in Attachment A and conformance with the laws, rules and regulations set forth in this Agreement. When original documents cannot be presented, the Awardee must adequately justify their absence in writing and furnish copies of those documents to HCD. The Awardee shall be paid only for those expenditures contained within **Attachment B**, "Budget," to this Agreement as it may be revised with the prior written approval by HCD.
2. Requests for payment (reimbursement) shall be assembled by calendar month and submitted to HCD no less frequently than monthly. Expenditures incurred by the Awardee must be submitted to HCD, along with all original invoices, copies of front and back of cancelled checks paid to all subcontractors and suppliers if applicable, all release of liens from all subcontractors and suppliers, and all final approved permits, for payment within 30 days after the month in which the expenditures were incurred. Failure to comply will result in rejection of invoices. In no event shall the County be obligated to pay any invoices for expenses which were incurred more than 60 days prior to the date the request for payment is submitted to HCD.
3. In no event shall the County provide advance CDBG funding to the Awardee or to any subcontractor hereunder, nor shall the Awardee advance CDBG funds to any party. Advance funding is defined as paying for a good or service that has not occurred.
4. Any payment due under the terms of this Agreement may be withheld pending the receipt and approval by HCD of all reports and documents which the Awardee is required to submit to HCD pursuant to the terms of this Agreement or any amendments thereto.
5. All payments will be limited to the quarterly payment schedule that accompanies the action step chart in the scope of services. Payment is contingent on the achievement by the Awardee of the quarterly accomplishment levels identified in the scope of services portion of this agreement – **Attachment A**, which shall be submitted with all payment requests and shall clearly identify the completed level of accomplishments met. This shall also apply to soft costs associated with project delivery.
6. No payment(s) will be made without evidence of appropriate insurance required by this Agreement. Such evidence must be on file with HCD and the County's Internal Services Department. HCD must receive the final request for payment from the Awardee no more than thirty (30) calendar days after the expiration or termination of this Agreement. If the Awardee fails to comply with this requirement, the Awardee will forfeit all rights to payment(s) if HCD, in its sole discretion, so chooses.
7. All monies paid to the Awardee which have not been used to retire outstanding obligations of this Agreement must be refunded to HCD in accordance with HCD's Policies and Procedures Manual.
8. Any unexpended funds remaining after the completion of the services under this Agreement, or after termination of this Agreement, shall be recaptured in full by the County.
9. In the event the County determines that the Awardee has breached the terms of this agreement and that the County is entitled to return of any or all of the funds awarded under this Agreement, Awardee agrees to and shall assign any proceeds to the County from any Agreement between the County, its agencies or instrumentalities and the Awardee or any firm, corporation, partnership or joint venture in which the Awardee has a controlling financial interest in order to secure repayment of this award. "Controlling financial interest" shall mean ownership, directly or indirectly to ten percent or more of the outstanding capital stock in any corporation or a direct or indirect interest of ten percent or more in a firm, partnership or other business entity.

10. For special economic development projects: Notwithstanding any other provision herein, payments to Awardee shall be restricted in the following manner: payment by the County of expenditures contained within Attachment B, "Budget," to this Agreement shall be on a *pro rata* basis in accordance with the level of development progress and percentage of construction completed by Awardee using funds from Awardee's equity contribution toward the project.

CC. Reversion of Assets

The Awardee shall return to HCD, upon the expiration or termination of this Agreement, all assets owned or held by Awardee as a result of this Agreement, including, but not limited to any CDBG funds on hand, any accounts receivable, any overpayments due to unearned funds or costs disallowed pursuant to the terms of this Agreement that were disbursed to the Awardee by the County, other than reasonable operating and deficit reserves established by Awardee and which are connected with the real property. In the case of activities involving real property, such reserves shall not be distributed to any partner or subcontractor prior to repayment to HCD of the CDBG Loan. The Awardee shall at the request of the County execute any and all documents, including but not limited to, mortgages securing the property, UCC financing statements, and restrictive covenants, as required by the County to effectuate the reversion of assets.

DD. Restriction on the Use of Funds

The funds received pursuant this Agreement shall be used for the purposes set forth herein and shall not be used to supplant other funds. In no event shall funds received pursuant to this Agreement be used for:

1. Adverse Actions or Proceedings. The Awardee shall not utilize County funds to retain legal counsel for any action or proceeding against the County or any of its agents, instrumentalities, employees or officials. The Awardee shall not utilize County funds to provide legal representation, advice or counsel to any client in any action or proceeding against the County or any of its agents, instrumentalities, employees or officials.
2. Religious Purposes. County funds shall not be used for religious purposes.
3. Commingling Funds. The Awardee shall not commingle funds provided under this Agreement with funds received from any other funding sources, but may be included in a Development Bank Account permitted by the first mortgage lender at the discretion of the County.

III. THE COUNTY AGREES:

Subject to the availability of funds, to pay for contracted Activities according to the terms and conditions contained within this Agreement in an amount not to exceed the appropriated amount as stated on page 1 of this contract.

IV. THE AWARDEE AND HCD AGREE:

A. Effective Date

1. This Agreement shall begin on the effective start date as stated on page 1 of this contract . Any costs incurred by the Awardee prior to this date will not be reimbursed by the County.
2. This Agreement shall expire on the end date as stated on page 1 of this contract. Any costs incurred by the Awardee beyond this date will not be reimbursed by the County. The term of this agreement and the provisions herein may be extended by the County to cover any additional time period during which the Awardee remains in control of the CDBG funds or other assests, including Program Income to support CDBG eligible activites. Any extension made pursuant to this paragraph shall be accomplished by a writing by the County to the Awardee. Such notice shall automatically become a part of this Agreement.

3. This Agreement may, at the sole and absolute discretion of the County and HCD, remain in effect during any period that the Awardee has control over Agreement funds, including Program Income. However, the County shall have no obligation or responsibility to make any payment, except those described within Section II, Paragraph Y, or provide any type of assistance or support to the Awardee if this Agreement has expired or been terminated.

4. Management Evaluation and Performance Review

The Department may conduct a formal management evaluation and performance review of the Awardee, if in the Department's sole discretion it is deemed necessary and applicable. The management evaluation shall reflect the Awardee's compliance with generally accepted fiscal and organizational standards and practices. The performance review should reflect the quality of service provided and the value received using monitoring data, such as progress reports, site visits, and client surveys.

B. Default or Breach

1. The Awardee shall be in default or breach of this Agreement if any of the following acts, omissions or conditions occur:

a. The Awardee fails to fulfill each and every provision of this Agreement and the Attachments and fails to provide the services outlined in the Scope of Services (**Attachment A**) within the effective term of this Agreement, including but not limited to failure to meet the National Objective, as determined by the County and U.S. HUD.

b. Awardee fails to disclose all Related or Affiliated Parties and all matters required to be disclosed as to Related or Affiliated Parties to the County as required herein.

c. Filing of a lis pendens, foreclosure action, or other legal action against the Property, any property of Awardee or Related or Affiliated Party, or against Awardee or Related or Affiliated Party which the County determines, in its sole discretion, threatens the Property or the ability of Awardee to fulfill the provisions of this Agreement and the services outlined in the Scope of Services.

d. Any arrearage, default, or late payment on any loan, Note or other debt or obligation for which the Property is security or regarding any property of Awardee or Related or Affiliated Party, including properties not related to this Agreement.

e. Any legal encumbrance on the Property not permitted in writing by the County.

f. Any anticipated or pending bankruptcy, restructuring, dissolution, reorganization, appointment of a trustee or receiver.

g. Any action, activity, facts, or circumstances that the County determines in its sole discretion would materially impair performance by Awardee of all the terms and conditions of this Agreement.

h. Awardee fails to report to the County within ten (10) days any bankruptcy, reorganization, dissolution, liquidation, appointment of a trustee or receiver, lis pendens, foreclosure action or legal encumbrance related to the Awardee, Related or Affiliated Party or the Property, or any action, activity, facts, or circumstances that would materially impair performance by Awardee of all the terms and conditions of this Agreement.

i. Failure to comply strictly with Section W(2)(a)(1)-(2) of this Agreement.

j. Failure to meet the fifty percent (50%) or seventy percent (70%) Benchmarks, as set forth in this Agreement, or to submit documentation (via Progress Reports and

applicable supporting documentation) sufficient to show Awardee has met said Benchmarks.

C. Suspension

1. The County may suspend payment in whole or in part under this Contract by providing written notice to the Awardee of such suspension and specifying the effective date thereof, at least ten (10) days before the effective date of suspension. If payments are suspended, the County shall specify in writing the actions that must be taken by the Awardee as conditions precedent to resumption of payments and shall specify a reasonable date for compliance. The County may also suspend any payments in whole or in part under any other Agreements entered into between the County and the Awardee. The Awardee shall be responsible for its own direct and indirect costs associated with such suspension, including attorney's fees. Reasonable cause shall be determined by HCD, in its sole and absolute discretion, and may include, but is not limited to:
 - a. Ineffective or improper use of these Agreement funds by the Awardee or any of its subcontractors;
 - b. Failure by the Awardee to materially comply with any term or provision of this Agreement;
 - c. Failure by the Awardee to submit any documents required by this Agreement; or
 - d. The Awardee's submittal of incorrect or incomplete reports or other required documents.
 - e. Failure of Awardee to maintain regular business hours if providing services to low to moderate income residents and or businesses.
 - f. Failure to meet the fifty percent (50%) or seventy percent (70%) Benchmarks, as set forth in this Agreement, or to submit documentation (via Progress Reports and applicable supporting documentation) sufficient to show Awardee has met said Benchmarks.
2. In the event of a default by the Awardee, HCD may at any time suspend the Awardee's authority to obligate funds, withhold payments or both. These actions may apply to only part or all of the activities funded by this Agreement.
3. HCD will notify the Awardee of the type of action to be taken in writing by certified mail, return receipt requested, or in person with proof of delivery. The notification will include the reason(s) for such action, the conditions of the action, and the necessary corrective action(s).

D. Termination

1. Termination at Will

This Agreement, in whole or in part, may be terminated by HCD upon no less than ten (10) working days notice when HCD determines that it would be in the best interest of HCD and the County. Said notice shall be delivered by certified mail, return receipt requested, or in person with proof of delivery. In the event of termination, the County may: (a) request the return of all finished or unfinished documents, data studies, surveys, drawings, maps, models, photographs, reports prepared, and capital equipment secured by the Awardee with County funds under this Agreement; (b) seek reimbursement of County funds allocated to the Awardee under this Agreement; and/or (c) terminate or cancel any other Agreements entered into between the County and the Awardee. The Awardee shall be responsible for its own direct and indirect costs associated with such termination, including attorney's fees.

2. Termination for Convenience

HCD may terminate this Agreement, in whole part when both parties agree that the continuation of the activities would not produce beneficial results commensurate with the further expenditure of funds. Both parties shall agree upon the termination conditions. HCD,

at its sole discretion, reserves the right to terminate this Agreement without cause upon thirty (30) days written notice. Upon receipt of such notice, the Awardee shall not incur any additional costs under this Agreement.

3. Termination Because of Lack of Funds

In the event of a funding short-fall, or a reduction in federal appropriations, or should funds to finance this Agreement become unavailable, HCD may terminate this Agreement upon no less than twenty-four (24) hours written notification to the Awardee. Said notice shall be delivered by certified mail, return receipt requested, or in person with proof of delivery. HCD shall be the final authority to determine whether or not funds are available. HCD may at its discretion terminate, renegotiate and/or adjust the Agreement award whichever is in the best interest of the County.

4. Termination for Substantial Funding Reduction

In the event of a substantial funding reduction of the allocation to the Awardee through Board of County Commissioners' action, the Awardee may, at its discretion, request in writing from the Director of HCD a release from its contractual obligations to the County. The Director of HCD will review the effect of the request on the community and the County prior to making a final determination.

5. Termination for Default or Breach

HCD may terminate this Agreement upon no less than twenty-four (24) hours written notification to the Awardee for breach or default.

6. Termination for Failure to Make Sufficient Progress.

HCD may terminate this Agreement, in whole or in part, when HCD determines, in its sole and absolute discretion, that the Awardee is not making sufficient progress thereby endangering ultimate Agreement performance, or is not materially complying with any term or provision of this Agreement, HCD may treat such failure to comply as a repudiation of this Agreement;

7. Termination for Bankruptcy

The County reserves the right to terminate this Agreement, if, during the term of any Agreement the Awardee has with the County, the Awardee becomes involved as a debtor in a bankruptcy proceeding, or becomes involved in a reorganization, dissolution, or liquidation proceeding, or if a trustee or receiver is appointed over all or a substantial portion of the property of the Awardee under federal bankruptcy law or any state insolvency law.

8. General to Termination and Breach

Unless the Awardee's breach is waived by the County in writing, the County may, by written notice to the Awardee, terminate this Agreement upon no less than twenty-four (24) hours notice. Said notice shall be delivered by certified mail, return receipt requested, or in person with proof of delivery.

Waiver of breach of any provision of this Agreement shall not be deemed to be a waiver of any other breach and shall not be construed to be a modification of the terms of this Agreement. The provisions herein do not limit the County's right to legal or equitable remedies. The County may resort to any remedy for breach provided herein or at law, including but not limited to, taking over the performance of the Services or any part thereof either by itself or through others.

In the event the County shall terminate this Agreement for default or breach, the County or its designated representatives, may immediately take possession of all applicable equipment, materials, products, documentation, reports and data.

9. Penalties for Fraud, Misrepresentation, Material Misstatement, or Criminal Conviction

In accordance with the Code of Miami-Dade County, section 2-8.4.1, and other County policies, if Awardee or any individual, corporation, firm, partnership, joint venture or other business entity in which Awardee or its principals has a Controlling Financial Interest attempts to meet its contractual obligations with the County under this Agreement or any other County agreement or County program through fraud, misrepresentation or material misstatement, or is convicted of fraud, bribery or any other corrupt or criminal act in connection with any County program or County agreement, the County shall have the sole and absolute discretion to terminate this Agreement and may terminate or cancel any other agreements which Awardee or such individual, corporation, firm, partnership, joint venture or other business entity in which Awardee or its principals has a Controlling Financial Interest has with the County. Such individual or entity shall be responsible for its own direct and indirect costs associated with such termination or cancellation, including attorney's fees. The foregoing notwithstanding, any individual, corporation, firm, partnership, joint venture or other business entity who attempts to meet its contractual obligations with the County through fraud, misrepresentation or material misstatement may be barred from County contracting for up to five (5) years. For the purposes of this section, "controlling financial interest" shall mean ownership, directly or indirectly to ten percent or more of the outstanding capital stock in any corporation or a direct or indirect interest of ten percent or more in a firm, partnership or other business entity.

E. Other Remedies

In addition to other provisions set forth herein, in the event of default by the Awardee, the County shall have the right to exercise any and all of the following remedies:

1. Awardee shall be liable for all damages, including but not limited to:
 - a. the difference between the cost associated with procuring Services hereunder and the amount actually expended by the County for procurement of Services, including procurement and administrative costs; and
 - b. such other direct damages.
2. The Awardee shall remain liable for any liabilities and claims related to the Awardee's performance of this Agreement or any breach or default, notwithstanding the expiration or termination of this Agreement.
3. Seek enforcement of this Agreement including but not limited to filing an action with a court of appropriate jurisdiction. The Awardee shall be responsible for its own direct and indirect costs associated with such enforcement, including attorney's fees.
4. Debar the Awardee from future County contracting.
5. Any other remedy available at law or equity.

Damages Sustained. Notwithstanding the above, the Awardee shall not be relieved of liability to the County for damages sustained by the County by virtue of any breach of the Agreement, and the County may withhold any payments to the Awardee until such time as the exact amount of damages due the County is determined. The County may also pursue any remedies available at law or equity to compensate for any damages sustained by the breach.

Payment Settlement. If termination occurs for reasons other than breach or default, Awardee shall be paid only for reasonable, allowable costs incurred by Awardee prior to notice of termination. "Reasonable, allowable costs" are those costs which are necessary in order to perform Awardee's obligations under this Agreement and specifically exclude expenses incurred prior to the execution date of this Agreement, personal expenses, travel expenses, expenses related to additional phases of the Project not specifically and expressly incorporated into this Agreement. HCD shall be the sole judge of "reasonable, allowable costs." All compensation pursuant to this Article is subject to an audit at the County's discretion. Awardee shall not receive payment for lost future revenues, lost developer fees or lost profits.

E-1. Limitation of Liability and Limitation of Remedies

Awardee acknowledges that the County is providing substantial funds to Awardee at low or no cost to Awardee, and that these CDBG funds are for the purpose of providing a benefit to the community health and welfare.

Therefore, notwithstanding any other provision herein, the Parties agree to the following limitations on liabilities for any and all claims of any kind arising from or in connection with performance or breach of this Agreement, which limitations shall apply equally to both Parties:

1. Both Parties' cumulative liability for damages, if any, is limited to the amount of the CDBG funds set forth in Section III, above.
2. Neither party shall be liable for lost revenues, lost profits, lost program income, or lost developer fees.
3. Each party shall bear its own attorney's fees and costs.
4. Neither party shall be liable for costs incurred by the other party prior to the execution of this Agreement.

F. Renegotiation, Modification and Right to Waive

1. Modifications of provisions of this Agreement shall be valid only when in writing and signed by duly authorized representatives of each party, which for the County is the County Mayor or Mayor's designee. The parties agree to renegotiate this Agreement if HCD determines, in its sole and absolute discretion, that federal, state, and/or County revisions of any applicable laws or regulations, or increases or decreases in budget allocations make changes in this Agreement necessary. HCD shall be the final authority in determining whether or not funds for this Agreement are available due to federal, state and/or County revisions of any applicable laws or regulations, or increases in budget allocations.
2. The County shall have the right to exercise an option to extend this Agreement beyond the current Agreement period and will notify the Awardee in writing of the extension. This Agreement may be extended beyond the initial extension period upon mutual agreement between the County and the Awardee, upon approval by the County Mayor or Mayor's designee.
3. The County may, for good and sufficient cause, waive provisions in this Agreement. Waiver requests from the Awardee shall be in writing. No waiver shall be valid unless in writing and signed by the County Mayor or Mayor's designee. Any waiver shall not be construed to be a modification of this Agreement.
4. The County's failure to exercise any of its rights under this Agreement, or the County's waiver of a provision on any one occasion, shall not constitute a waiver of such rights or provision on any other occasion. No failure or delay by the County in the exercise of any right shall operate as a waiver.

G. Budget Revisions and Changes to the CDBG Eligibility Activity Title

1. Revisions to the Budget (**Attachment B**) shall be requested in writing and must comply with HCD's Policies and Procedures Manual. All budget revisions shall require an amendment of this Agreement, which the County shall have no obligation to execute. The County shall not be obligated to make payments for expenditures incurred prior to the approval of the budget revision related to such expenditures.
2. Budget Revisions Through County Resolution

Should a portion of the funding allocation to the Awardee be rescinded by action from the Board of County Commissioners, written notification via certified mail to the Awardee advising of the funding reduction shall be sent by HCD no later than five (5) working days of the action; written notification will constitute a Agreement amendment. The Awardee will have five working days upon receipt of certified return receipt notification to submit a revised budget reflecting funding adjustments. Should the modified budget not be received within the specified time, The County will revise the budget at its discretion. The County in its sole and absolute discretion will determine whether substantial reductions will necessitate revision and resubmittal of the Scope of Service (**Attachment A**). Revisions to the Scope of Services, when required, will be negotiated to the mutual satisfaction of both parties.
3. Revisions to the CDBG eligibility activity titles under which this Agreement's objectives are classified as noted in the Scope of Services shall not require a Agreement amendment.

H. Compliance

The County shall have the right to inspect, monitor, and inquire of Awardee , at the sole and absolute discretion of the County, remain in effect during any period that the Awardee is obligated to complete a National Objective or has control over Agreement funds, including Program Income, in order to ensure compliance with the CDBG Regulations. However, the County shall have no obligation or responsibility to make any payment or provide any type of assistance or support to the Awardee if this Agreement has expired or been terminated.

The Awardee agrees to comply with all applicable State and County laws, rules and regulations, which are incorporated herein by reference or fully set forth herein.

Any alterations, variations, modifications, extensions or waivers of provisions of this Agreement shall only be valid when they have been reduced to writing, duly approved and signed by both parties and attached to the original of this Agreement.

This contract may be executed in counterpart copies, and these counterparts shall together constitute an original of this Agreement.

I. Disputes

In the event an unresolved dispute exists between the Awardee and HCD, HCD shall refer the questions, including the views of all interested parties and the recommendation of HCD, to the County Mayor for determination. The County Mayor, or an authorized representative, will issue a determination within thirty (30) calendar days of receipt and so advise HCD and the Awardee, or in the event additional time is necessary, HCD will notify the Awardee within the thirty (30) day period that additional time is necessary. The Awardee agrees that it shall not bring any legal action or against the County until thirty (30) days from the County Mayor issuing his/her determination.

J. Headings

The section and paragraph headings in this Agreement are inserted for convenience only and shall not affect in any way the meaning or interpretation of this Agreement.

K. Minority Participation

In order to gain greater Black business participation, the Awardee may submit its Agreements to the County Mayor for bidding and award in accordance with County policies and procedures.

L. Proceedings

This Agreement shall be construed in accordance with the laws of the State of Florida. Any dispute arising under, in connection with or related to this Agreement or related to any matter which is the subject of this Agreement shall be subject to the exclusive jurisdiction of the state and/or federal courts located in Miami-Dade County, Florida.

M. Notice and Contact

All notices between the Parties shall be in writing and sent by registered or certified mail and addressed as follows:

TO AWARDEE: Department of Transportation and Public Works
701 NW 1st Court, 17th Floor
Miami, Florida 33136
Attn: Josiel Ferrer-Diaz, Deputy Director

TO COUNTY: Miami-Dade County
111 N. W. 1st Street
Miami, Florida 33128
Attn: Cathy Burgos, Chief Community Services Officer

COPY TO: Housing and Community Development
701 NW 1st Court, 14th Floor
Miami, Florida 33136
Attn: Alex R. Ballina, Director

COPY TO: Housing and Community Development
701 NW 1st Court, 14th Floor
Miami, Florida 33136
Attn: Olivia Bustillo Duran, Portfolio Manager

COPY TO: Assistant County Attorney
County Attorney's Office
111 N. W. 1st Street, Suite 2810
Miami, Florida 33128
Attn: Melissa Gallo, Esquire

Such addresses may be changed by written notice to the other party.

In the event that different representatives are designated by either party after this Agreement is executed, or the Awardee changes its address, notice of the name of the new representative or new address will be rendered in writing to the other party and said notification attached to originals of this Agreement.

In the event that any of the information required by the provisions of this Article is changed by either of the Parties after the execution of this Agreement, the affected Party shall give notice in writing within five (5) days to the other Party of the amended pertinent information, which shall be attached and incorporated into this Agreement.

N. WAIVER OF JURY TRIAL

NEITHER THE AWARDEE, SUBCONTRACTOR, NOR ANY OTHER PERSON LIABLE FOR THE RESPONSIBILITIES, OBLIGATIONS, SERVICES AND REPRESENTATIONS HEREIN, NOR ANY ASSIGNEE, SUCCESSOR, HEIR OR PERSONAL REPRESENTATIVE OF THE AWARDEE, SUBCONTRACTOR OR ANY SUCH OTHER PERSON OR ENTITY SHALL SEEK A JURY TRIAL IN ANY LAWSUIT, PROCEEDING, COUNTERCLAIM OR ANY OTHER LITIGATION PROCEDURE BASED UPON OR ARISING OUT OF THIS AGREEMENT, OR THE DEALINGS OR THE RELATIONSHIP BETWEEN OR AMONG SUCH PERSONS OR ENTITIES, OR ANY OF THEM. NEITHER AWARDEE, SUBCONTRACTOR, NOR ANY SUCH PERSON OR ENTITY WILL SEEK TO CONSOLIDATE ANY SUCH ACTION IN WHICH A JURY TRIAL HAS BEEN WAIVED. THE PROVISIONS OF THIS PARAGRAPH HAVE BEEN FULLY DISCUSSED BY THE PARTIES

HERETO, AND THE PROVISIONS HEREOF SHALL BE SUBJECT TO NO EXCEPTIONS. NO PARTY HAS IN ANY WAY AGREED WITH OR REPRESENTED TO ANY OTHER PARTY THAT THE PROVISIONS OF THIS PARAGRAPH WILL NOT BE FULLY ENFORCED IN ALL INSTANCES.

O. Assignment

The Awardee shall not assign, transfer, hypothecate or otherwise dispose of this Agreement, including any rights, title or interest therein, or its power to execute such Agreement to any person, company or corporation without the prior written consent of the County.

P. Third Parties

This agreement is intended for the sole and exclusive benefit of the parties and is not intended to benefit any third party nor shall it be deemed to give rise to any rights in any third party.

Q. Survival

The parties acknowledge that many of the obligations in this agreement, including but not limited to Awardee's obligation to indemnify the County, maintain Contract Records, and provide sufficient evidence of CDBG Regulation compliance for the duration of the period in which Awardee is obligated to meet a National Objective or has control over CDBG funds as well as the County's right to inspect and monitor the Project and Awardee for compliance with the HOME Regulations, will survive the term, termination, and cancellation hereof. Accordingly, the respective obligations of the Awardee and the County under this agreement, which by nature would continue beyond the termination, cancellation or expiration thereof, shall survive termination, cancellation or expiration hereof.

R. Autonomy

The Parties agree that this Agreement recognizes the autonomy of and stipulates and implies no affiliation between the contracting parties. It is expressly understood and intended that the Awardee is only a recipient of funding support and is not an agent, employee, servant or instrumentality of the County.

The Awardee is, and shall be, in the performance of all work services and activities under this Agreement, an independent contractor, and not an employee, agent or servant of the County. All persons engaged in any of the work or services performed pursuant to this Agreement shall at all times, and in all places, be subject to the Awardee's sole direction, supervision and control. The Awardee shall exercise control over the means and manner in which it and its employees perform the work, and in all respects the Awardee's relationship and the relationship of its employees to the County shall be that of an independent contractor and not as employees, servants or agents of the County.

The Awardee does not have the power or authority to bind the County in any promise, Agreement or representation other than specifically provided for in this Agreement.

S. All Terms and Conditions Included

This Agreement and its attachments as referenced (Attachment A – Scope of Services; Attachment A1 – Action Steps; Attachment B – Budget; Attachment B-1(K) Idemnification and Insurance Requirements; Attachment B-2 – CDBG Program Requirements (Housing Only); Attachment C – Progress Report, Set-Up Forms, Performance & Benefit Data Supplement to Quarterly Expenditure & Progress Report; Attachment D – Information for Environmental Review; Attachment E – Certification, Statements and Affidavits; Attachment F – Publicity, Advertisements and Signage; Attachment G – Fair Subcontracting Policies; Attachment H – Subcontractor/Supplier Listing) contain all the terms and conditions agreed upon by the parties; Attachment I – Agreement to Authorize Examination of Records and Adhere to Records Retention Requirements; Attachment J – Calculation for Use of Program Income from CDBG Activities (Micro-Lenders Only); Attachment K – Kidnapping, Custody Offenses, Human Trafficking and Related Offenses Affidavit, and Attachment L – Contracting with Entities of Foreign Countries of Concern Prohibited Affidavit. No other Agreement,

oral or otherwise, regarding the subject matter of this Agreement shall be deemed to exist or bind any of the parties hereto.

T. Conflict

In the event that a conflict arises between any prior funding documents and/or agreements governing this development, the terms, provisions and definitions included in this Agreement shall prevail.

In the event that the Subsidy Layering Review (SLR) or Underwriting analysis determine the project's true "gap" financing needs to be less than the maximum award allocated by the Board of County Commissioners, the SLR amount shall prevail and the amount of CDBG funds described in this Agreement shall be subsequently reduced. "Gap" financing means the difference between the amount of financing available for the Project from other sources and the total project cost. In the event Awardee applies for and is awarded by the Board of County Commissioners ("BCC") additional funding for the same Project, as described in this Agreement, a separate Agreement or amendment to this Agreement must be negotiated and executed between Awardee and the County Mayor or Mayor's designee. Any differences between the terms and conditions set forth in this Agreement and the subsequent funding award shall require a negotiation between the Parties in order to resolve those differences. Awardee understands and acknowledges that changes to the Project or Activities described in this Agreement may not be accomplished by applying for and being awarded subsequent funds by the BCC. In the event that Awardee applies for and is awarded by the BCC funding for an additional phase of the same Project, a separate agreement must be negotiated and executed between the Parties. Under no circumstances shall Awardee assert that a subsequent application for and award of funds for the same project constitutes an amendment of this Agreement. Awardee expressly assumes any and all risk of loss or damage associated with a subsequent application for and award of funds for the same Project where such subsequent application by Awardee includes terms which conflict with the terms of this Agreement.

U. Interpretation

Paragraph headings are for convenience only and are not intended to expand or restrict the scope or substance of the provisions of this Agreement. Wherever used herein, the singular shall include the plural and plural shall include the singular, and pronouns shall be read as masculine, feminine or neuter as the context requires.

V. Survival

The parties acknowledge that any of the obligations in this Agreement, including but not limited to the Awardee's obligation to indemnify the County, will survive the term, termination and cancellation hereof. Accordingly, the respective obligations of the Awardee and the County under this Agreement, which by nature would continue beyond the termination, cancellation or expiration thereof, shall survive termination, cancellation or expiration hereof.

W. Corporate Governance

A Not-for-Profit Awardee shall abide by and be governed by chapter 617, Florida Statutes, particularly sections 617.0830 through 617.0835 as amended, which are incorporated herein by reference as if fully set forth herein in connection with its Agreement obligations hereunder.

A For-Profit Awardee shall abide by and be governed by chapter 607, Florida Statutes, particularly sections 607.0830 through 607.0833, as amended, which is incorporated herein by reference as if fully set forth herein in connection with its contractual obligations hereunder.

X. Miami-Dade County Implementing Order: IO 4-132 will apply to this Agreement. This Implementing Order requires the County to charge Awardee applicable fees as outlined below:

HOUSING AND COMMUNITY DEVELOPMENT SERVICE RATE SCHEDULE		
Fee Name	Proposed Fee (FY 2022-23)	Fee Due
Construction Inspection Fee	\$1,500.00	At Loan Closing
Contract Extension/Modification Fee (Multi-Family Development Loans Only)	\$2,500.00	At Time of Request for Extension

8
2
11

[SIGNATURES APPEAR ON THE FOLLOWING PAGES]

IN WITNESS WHEREOF, the parties have executed this Agreement on the date upon which the County Mayor signs below.

MIAMI-DADE COUNTY
TRANSPORTATION AND PUBLIC WORKS

MIAMI-DADE COUNTY
HOUSING AND COMMUNITY DEVELOPMENT

By: [Signature]
Name: Josiel Ferrer-Diaz
Title: Deputy Director
Date: April 16, 2025

By: [Signature]
Name: Alex R. Ballina Nathan Kogon
Title: Director
Date: 05/07/25

MIAMI-DADE COUNTY

By: [Signature]
Name: Cathy Burgos Jimmy Morales
Title: Chief Community Services Officer operating officer
Date: 5/8/25

ATTEST

Juan Fernandez-Barquin
Clerk of the Court and Comptroller

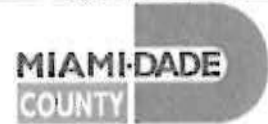
By: [Signature]
(Deputy Clerk Signature)
Print Name: Eva Osorio - c405757
Date: 5/8/2025



Resolution Number # R-1118-20

Awarded Amount \$345,565.00

PUBLIC HOUSING AND COMMUNITY DEVELOPMENT



FY 2020 Scope of Services
April 1, 2025, through March 31, 2027
Miami-Dade County Department of Transportation and Public Works

1.	- ACTIVITY TITLE: IDIS #: RESOLUTION #: UEI #:	<u>Midway Area Roadway Improvement Project</u> <u>TBD</u> <u>R-1118-20</u> <u>TBD</u>
2.	- ACTIVITY DESCRIPTION: 2a – Activity Category: 2b. – Objective: 2c. – Outcome:	<u>Installation of swale blocks to allow parking and restore drainage</u> <u>Capital Improvement.</u> <u>Create Suitable Living Environment</u> <u>Availability/Accessibility</u>
3.	- APPROVED BY BCC: Other Funding Amount/Sources: Total Project Cost:	<u>\$345,565.00 of 2020 CDBG</u> <u>\$254,435.00</u> <u>\$600,000.00</u>
4.	- HUD INFORMATION: 4a. – HUD matrix code: 4b. – HUD Activity Type: 4c. – HUD National Objective	<u>03K</u> <u>Street Improvements</u> <u>LMA 570.208(a)(1)</u>
5.	- ACCOMPLISHMENTS: 5a. – Total Number of Units: * 5b. – Type: 5c. – HOME Set-aside units 5d. – HOME projects: Date Authority to Use Grant Funds was received	<u>2,855</u> <u>People</u> <u></u> <u></u>
6.	- NATIONAL OBJECTIVE: Total # of Low/Mod in Service Area: Census Tract: Block Group:	<u>2,855</u> <u>9030 and 9031</u> <u>1 and 2</u>
7.	- ACTIVITY ADDRESS:	<u>Between NW 8th Street and NW 10th Street along NW 82nd Avenue, Miami, FL 33126</u>
8.	- LOCATION: Eligible Block Group (Activity located in): Commission District (Activity located in):	<u>Yes</u> <u>10</u>
9.	- LABOR STANDARDS	<u></u>

12 or more HOME-assisted units

Expenditure of more than \$2,000 in CDBG funds for construction

Not Applicable


10. - SECTION 3 applicable

Yes No

For non-housing activities - *Metropolitan Significance: Applicants proposing activities in an entitlement jurisdiction must be able to explain and demonstrate that the awarded activity is of Metropolitan Significance; Defined as 1.) A project necessary to further the purposes of the Housing and Community Development Act of 1974; 2.) A project necessary to further the purposes of Miami-Dade County's Community Development objectives and; 3.) A project with a reasonable benefit to N/A residents within Miami-Dade County's entitlement jurisdiction boundaries

Portfolio Manager: Olivia Bustillo Duran

 3/20/25
Mohammed Rasheduzzaman, AICP (Signature) and Date
Principal Planner

 3/20/2025
Xavier Vega, HCD Manager, and Date

CDBG Detailed Scope of Services
 April 1, 2025 – March 31, 2027

Name of Agency:	Miami-Dade County Department of Transportation and Public Works
Activity Title:	Midway Area Roadway Improvement Project
FY 2020 Funding Amount:	\$345,565.00

1. Agency Information:

Provide a brief description of your department.

The Department of Transportation and Public Works provides transportation, roadway infrastructure and maintenance to Unincorporated areas of Miami-Dade County.

2. Proposed Activity:

Provide a brief description of the proposed activity, including who will carry it out, how low-to-moderate income persons will be served, and the location of the activity. Include the estimated number of clients benefiting from the activity and other measurable outcomes, if applicable.

For facility improvement or construction activities, please provide a scope of work for each county-owned facility and describe the type of work to be performed (specify if it is new construction or facility improvements), the location of the site, and who the facility will serve.

Installation of Swale Blocks to allow parking and restore the swale drainage capacity. The concrete blocks are a standard management practice that reduces stormwater runoff by allowing rainwater to infiltrate through the open gaps, filter pollutants and replenish groundwater.

3. Service Area/Address:

Describe the area to be served by the activity or provide the site address.

NW 82 AVE and NW 8 ST/ NW 10 ST

Miami-Dade County Department of Transportation and Public Works - FY 2020 Midway Area Roadway Improvement Project

ID	Task Name	Required Resource	Enter in the % of Task Completed (as of today)	Enter in the Start Date of Task	Calculated End Date of Task	Notes:
1	Contract Development Phase		38.89			
1.1.1	Submit required Environmental Review (ER) form (see attachment D in the Contract)	DTPW	100.00	2/25/2025	2/27/2025	
1.1.2	Environmental review process	Environmental Specialist	50.00	2/27/2025	3/21/2025	
1.1.3	Submittal of scope and budget	DTPW	100.00	2/25/2027	2/27/2025	
1.1.4	Scope and budget review by Housing and Community Development (HCD) Portfolio Manager (PM)	Portfolio Manager	100.00	2/25/2025	2/27/2025	
1.1.5	Prepare and assemble contract with Attachments A to H (24 cfr 92.504)	Portfolio Manager	0.00	3/25/2025	3/26/2025	
1.1.6	Submit contract for DTPW signature to execute	Portfolio Manager	0.00	3/26/2025	3/28/2025	
1.1.7	Return signed contract to HCD for final processing	DTPW	0.00	4/1/2025	4/4/2025	
1.1.8	Submit CD8G contract to Miami-Dade Mayor's Office	PM Supervisor and PM Manager	0.00	4/7/2025	4/11/2025	
1.1.9	Receive and distribute executed HCD Contract	Portfolio Manager	0.00	4/11/2025	4/14/2025	
	Milestone Review					
1.2	Pre-Development Phase		16.67			
1.2.1	Environmental clearance letter	Environmental Specialist	50.00	2/27/2025	3/21/2025	
1.2.2	Request HCD signage for project site	DTPW	0.00	2/1/2026	2/20/2026	
1.2.14	Create IDIS number	IDIS Specialist	0.00	4/14/2025	4/16/2025	
	Milestone Review					
1.3	Pre- Bid Phase		0.00			
	Design	DTPW	0.00	10/1/2024	8/31/2025	
1.3.1	RFP package for General Contractor (GC)	DTPW	0.00	9/1/2025	9/15/2025	
1.3.2	Review GC bid package by Portfolio Manager	PM Supervisor and PM Manager	0.00	9/16/2025	10/1/2025	
1.3.3	Review GC bid package by HCD's Compliance Unit	Compliance Unit	0.00	10/2/2025	10/17/2025	
1.3.4	Bid/RFP opening	DTPW	0.00	10/18/2025	11/17/2025	
1.3.5	Selection/Award	DTPW	0.00	11/18/2025	12/3/2025	
	Milestone Review					
1.4	Submit GC contract for HCD Review		0.00			
1.4.1	Executed GC contract	DTPW	0.00	12/4/2025	12/11/2025	
1.4.3	Review GC contract by Portfolio Manager	DTPW	0.00	12/12/2025	12/19/2025	
1.4.5	Give DTPW written approval for subcontract	DTPW	0.00	12/20/2025	1/19/2026	
1.4.6	Check debarment list	DTPW	0.00	10/2/2025	10/17/2025	

ID	Task Name	Required Resource	Enter in the % of Task Completed (as of today)	Enter in the Start Date of Task	Calculated End Date of Task	Notes:
	<i>Milestone Review</i>					
1.5	Construction Phase (Swale Blocks Installation)		0.00			
	Pre-construction meeting	Portfolio Manager/DTPW	0.00	2/20/2026	2/20/2026	
1.5.2	Notice to proceed	DTPW	0.00	2/20/2026	2/27/2026	
1.5.3	Obtain permits	DTPW	0.00	2/28/2026	3/15/2026	
	Complete drainage project	DTPW	0.00	3/16/2026	1/31/2027	
	Conduct final inspections	DTPW	0.00	2/1/2027	2/16/2027	
	Project completion	DTPW	0.00	2/17/2027	3/31/2027	
	Submit monthly progress report	PM Supervisor and PM Manager	0.00	2/20/2026	3/31/2027	
	Submit payments request to PHCD- monthly basis	PM Supervisor and PM Manager	0.00	2/20/2026	3/31/2027	
	Submit quarterly progress report (Due no later than 10 days after the end of the quarter)	PM Supervisor and PM Manager	0.00	2/20/2026	3/31/2027	
	<i>Milestone Review</i>					
1.7	Completion Phase		0.00			
1.7.1	Submit final progress report	DTPW	0.00	2/17/2027	3/31/2027	
1.7.2	Submit payment with final release of liens	DTPW	0.00	4/1/2027	4/30/2027	
1.7.3	Final walk thru	All	0.00	2/1/2027	3/31/2027	
1.7.4	Certificate of completion	DTPW	0.00	4/1/2027	4/30/2027	
1.7.5	Project completion form	DTPW	0.00	4/1/2027	4/30/2027	
1.7.6	Construction close out	All	0.00	2/1/2027	3/31/2027	
1.7.7	Report accomplishment in IDIS	HCD Compliance Unit	0.00	4/1/2027	6/30/2027	
1.7.8	Submit project close letter to agency	HCD Compliance Unit	0.00	4/1/2027	6/30/2027	
Overall Project Percent Complete #REF!						

Miami-Dade County Department of Transportation and Public Works
Midway Area Roadway Improvement Project
CDBG FY 2020
April 1, 2025 thru March 31, 2027

<u>SUB OBJECT</u>	<u>DESCRIPTION</u>	<u>HOME or CDBG AMOUNT</u>	<u>OTHER AMT</u>	<u>TOTAL AMT</u>
<i>Personnel expenses are not allowable for construction related projects</i>	01 Personnel			
	Executive Director	\$0	\$0	\$0
	Housing Assistant		\$0	\$0
	FICA/MICA	\$0	\$0	\$0
	Total Personnel	\$0	\$0	\$0
	20 Contractual Services			
	Audit External	\$0	\$0	\$0
	Accounting Services	\$0	\$0	\$0
	General Liability Insurance	\$0	\$0	\$0
	Auto Liability	\$0	\$0	\$0
	Other Insurance Expense:	\$0	\$0	\$0
	Builders Risk			
	Flood			
	Title Insurance	\$0	\$0	\$0
	Construction Manager (Consultant)	\$0	\$0	\$0
	Appraisal & Surveying Services	\$0	\$0	\$0
	Property Maintenance	\$0	\$0	\$0
	Attorney's Fees	\$0	\$0	\$0
	Marketing	\$0	\$0	\$0
	Total Contractual	\$0	\$0	\$0
<i>Operating expenses are not allowable for construction related projects.</i>	30 Operating Expenses			
	Electric/Telephone	\$0	\$0	\$0
	Water & Sewer Services	\$0	\$0	\$0
	Total Operating Expenses	\$0	\$0	\$0
<i>Commodity expenses are not allowable for construction related projects.</i>	40 Commodities			
	Office Supplies	\$0	\$0	\$0
	Office Equipment	\$0	\$0	\$0
	Rent	\$0	\$0	\$0
	Total Commodities	\$0	\$0	\$0
	90 Capital Outlay			
	Purchase Price of Land	\$0	\$0	\$0
	Environmental	\$0	\$0	\$0
	Site Preparation	\$0	\$0	\$0
	Fence Installation	\$0	\$0	\$0
	Prime Contractor - Construction	\$344,365	\$254,435	\$598,800
	Property Taxes	\$0	\$0	\$0
	Building Permits	\$0	\$0	\$0
	Architect Fees	\$0	\$0	\$0
	Project Signage	\$1,200	\$0	\$1,200
	Total Capital Outlay	\$345,565	\$254,435	\$600,000
	TOTALS	\$345,565	\$254,435	\$600,000
OTHER FUNDING SOURCES (Non-HCD):				
	ABC Grant	\$0		
	First Bank Loan	\$0		
	Total	\$0		



**ATTACHMENT B-1(K)
INDEMNIFICATION AND INSURANCE REQUIREMENTS**

The following insurance requirements are not applicable to Miami-Dade County Departments:

1. Indemnification
2. Insurance

Note:

All sub-contracts must be pre-approved by the Public Housing and Community Development for Scope of Services and proper insurance requirements prior to commencement.



PUBLIC HOUSING AND COMMUNITY DEVELOPMENT (PHCD)

ATTACHMENT B-2

Community Development Block Grant (CDBG) Program

A. Schedule of Units – For Awardees undertaking the development of for-sale ownership or rental housing, the description of the proposed units to be completed is as follows (to be completed by Awardee):

Schedule of Units

Unit Description	Total Number of Units	Total Number Set-Aside Units	Square Feet	Sale Price/Net Rent Amount	% of AMI
Efficiency/Studio				\$	%
1 Bedroom/1 Bath				\$	%
2 Bedroom/1 Bath				\$	%
2 Bedroom/1.5 Bath				\$	%
2 Bedroom/2 Bath				\$	%
3 Bedroom/1 Bath				\$	%
3 Bedroom/1.5 Bath				\$	%
3 Bedroom/2 Bath				\$	%
4 Bedroom/2 Bath				\$	%
4 Bedroom/2.5 Bath				\$	%
Other				\$	%
Total:					

For Awardees undertaking rental housing, the Awardee agrees with respect to the Development for the period beginning on the date of recordation of the Mortgage and Security Agreement securing the PHCD Loan, that:

1. The Awardee shall designate and set-aside _____ units for very low, low-income, or moderate income families in the configuration as described in the Schedule of Units referenced herein.
2. At the very minimum, the Awardee shall be required to equip each unit with the following: refrigerator, oven, carpeting/tile, and central air conditioning.
3. Each unit shall meet the energy efficiency standards promulgated by the HUD Secretary.
4. The Awardee must verify that all households assisted have annual incomes that do not exceed 80% of the Area Median Income (AMI). The awardee must report to PHCD the number of set-aside housing units completed and occupied, including demographic information on each head of household.

B. AWARDEE OBLIGATIONS AND DUTIES

1. The Awardee shall begin construction no later than twelve (12) months after execution of the _____ RFA Funding Agreement. All construction shall be completed within twenty-four (24) months of execution of the Agreement. Construction is completed when a Certificate of Occupancy (CO) is issued.
2. The Awardee shall submit to PHCD, in writing, all requests for project construction start-up and completion extensions, including a revised timetable for completion of the project. Such written requests must be submitted to PHCD at least sixty (60) days prior to the expiration date of the contract or amendment. If the extension request is not timely submitted, the funding award shall be automatically forfeited by the Awardee.
3. The Awardee shall obtain prior written approval from PHCD before undertaking any and all changes to the project, including, but not limited to changes in the proposed unit sales prices or rents (as applicable), start-up and completion date extension request, unit set-aside, floor plans and amounts to be contributed towards closing. The Awardee shall send PHCD notice of such changes within thirty (30) days of any such increase.
4. The Awardee shall execute a Rental Regulatory Agreement, Note, and Mortgage delineating a set-aside of units that is proportionate to the level of funding received pursuant to the funding sources.
5. The Awardee shall forward to PHCD within fifteen (15) days of execution of this contract an Affirmative Marketing Program to attract and identify prospective renters or homebuyers (as applicable), regardless of sex, of all minority and majority groups, to the Project, particularly groups that are not likely to be aware of the Project. The Marketing Plan should include efforts designed to make such persons/groups aware of the available housing, including, but not limited to the following activities:

Submit proof of advertising in *The Miami Herald*, *Diario Las Americas*, *Miami Times*, or an equivalent newspaper in an effort to afford all ethnic groups the opportunity to obtain affordable housing. The Awardee shall provide proof of other special marketing efforts including advertising Multiple Listings Service (MLS) through a licensed real estate professional.

6. The Awardee shall provide PHCD with a complete set of permitted plans, approved specifications, and permits for each building or unit model, as applicable, upon approval by the appropriate controlling municipality prior to commencing construction.
7. The Awardee shall provide to PHCD for approval prior to awarding the construction contract for the Development, the name of the General Contractor.
8. Prior to the commencement of construction, the Awardee shall provide to PHCD the General Contractor's Payment & Performance Bond (P&PB). At PHCD's discretion, based on the Awardee's organizational capacity, track record, and experience, an irrevocable Stand-by Letter of Credit may be accepted in lieu of the P&PB. In such event, the Letter of Credit must be issued by a Florida chartered bank or national bank operating in Florida in the amount of ten percent (10%) of the construction contract amount, in US funds, with Miami-Dade County listed as the beneficiary.
9. The Awardee shall schedule a Pre-Construction Conference with PHCD at least sixty (60) days prior to the commencement of construction.

10. The Awardee shall provide PHCD with a written commitment for construction financing from a financial institution(s) at the time of construction loan closing.
11. The Awardee agrees to notify PHCD in writing within fourteen (14) days of any key personnel or location changes in the management company.
12. During the Design Stage, the Awardee shall obtain Professional Liability Insurance in the name of the Awardee or the licensed design professional employed by the Awardee in an amount of not less than \$250,000, and shall furnish to PHCD the relevant Certificates of Insurance evidencing the prescribed insurance coverage in accordance with ATTACHMENT B-1 of this contract.

C. PHCD OBLIGATIONS AND DUTIES

1. PHCD shall manage its own disbursements and act as the disbursement agent for all construction loan funding draws.
2. PHCD will monitor the project for adherence to plans, unit layout and deadlines for project completion in accordance with the Contract and the Scope of Services.
3. PHCD shall forward to the County's Risk Management all required and applicable Certificate(s) of Insurance.
4. PHCD shall disburse the awarded funding only after the Awardee closes on the construction loan, all required loan documents have been recorded, and the Awardee has timely submitted funding draw requests and relevant invoices in the prescribed manner and as satisfactory to PHCD.
5. PHCD shall notify the Awardee of any address/location changes to PHCD's contact information within forty-five (45) days of its occurrence.

D. NATIONAL OBJECTIVE

In accordance with 24 CFR Section 570.208 of the federal regulations, the Awardee shall be required to achieve the national objective of **Benefit to Low and Moderate Income Persons or Households (LMI)**. For activities designed to meet the LMI national objective, the Awardee shall ensure and maintain documentation, acceptable to PHCD in its sole discretion that conclusively demonstrates that each activity assisted in whole or in part with CDBG funds is an activity that provides benefit to persons where no less than 51% of those benefitted are low- and moderate-income persons with household incomes at or below 80% of Area Median Income (AMI), as further defined in the chart below:

Miami-Dade County: FY 2024 Income Limits Summary

As of May 1, 2024		Number of Persons in Family							
Area Median Income	Income Limits	1	2	3	4	5	6	7	8
\$79,400	30% of AMI	\$23,850	\$27,250	\$30,650	\$34,050	\$36,800	\$39,500	\$42,250	\$44,950
	50% of AMI	\$39,750	\$45,400	\$51,050	\$56,750	\$61,300	\$65,850	\$70,400	\$74,950
	80% of AMI	\$63,550	\$72,650	\$81,700	\$90,800	\$98,100	\$105,350	\$112,600	\$119,900

(NOTE: Income Limits subject to change annually.)

Source: <https://www.huduser.gov/portal/datasets/il/il2022/2022summary.odn>

The Awardee may achieve the LMI national objective by undertaking activities that fall under one of four (4) primary LMI categories:

1. To benefit Low Mod Area (LMA)

For activities designed to meet the LMI national objective category of Low Moderate Area Benefit (LMA), the Awardee shall ensure and maintain documentation, acceptable to PHCD in its sole discretion that conclusively demonstrates that each activity assisted in whole or in part with CDBG funds is an activity that provides benefit to residents in a particular area, where at least 51% of the residents are LMI persons.

The service area of the activity must be primarily residential and the activity must meet the identified needs of LMI persons. A service area is considered to meet the test of being LMI if at least 51% of the persons residing in the service area are low- to moderate-income, as determined by:

- a. the most recently available decennial Census information, together with the Section 8 income limits that would have applied at the time the income information was collected by the Census Bureau; or
- b. a current survey of residents of the service area.

If the proposed activity's service area is generally the same as a census tract or block group, then the Census data may be used to justify the income characteristics of the area served.

2. To benefit Low Mod Limited Clientele (LMC)

For activities designed to meet the LMI national objective category of Low Moderate Limited Clientele (LMC), the Awardee shall ensure and maintain documentation, acceptable to PHCD in its sole discretion that conclusively demonstrates that each activity assisted in whole or in part with CDBG funds is an activity in which no less than 51% of the beneficiaries of the activity are LMI persons. Activities in this category provide benefits to a specific group of persons rather than everyone in an area. It may benefit particular persons without regard to their residence, or it may be an activity that provides a benefit to only particular persons within a specific area. With respect to determining the beneficiaries of activities as LMI and qualifying under the limited clientele category, activities must meet one of the following tests:

- a. Benefit a clientele that is generally presumed to be principally LMI. This presumption covers abused children, battered spouses, elderly persons, severely disabled adults, homeless persons, illiterate adults, persons living with AIDS and migrant farm workers; or
- b. Require documentation on family size and income in order to show that at least 51% of the clientele are LMI; or
- c. Have income eligibility requirements limiting the activity to LMI persons only; or
- d. Be of such a nature and in such a location that it can be concluded that clients are primarily LMI.

3. Low Mod Job Creation or Retention Activities (LMJ)

The job creation and retention Low Moderate Job (LMJ) benefit national objective category addresses activities designed to create or retain permanent jobs, at least 51% of which, computed on a full-time equivalent basis, will be made available to, or held by,

LMI persons. For Awardees undertaking activities to create jobs, there must be documentation indicating that at least 51% of the jobs will be held by, or made available to LMI persons. For Awardees undertaking activities that retain jobs, there must be sufficient information documenting that the jobs would have been lost without the CDBG assistance and that one or both of the following applies to at least 51% of the jobs:

- a. The job is held by a LMI person; or
- b. The job can reasonably be expected to turn over within the following two years and steps will be taken to ensure that the job will be filled by, or made available to, a LMI person. For the purpose of determining if the preceding requirements are met, a person may be presumed to be LMI if:
 - i. He/she resides in a Census tract/block numbering area that has a 20% poverty rate (30% poverty rate if the area includes the central business district); and the area evidences pervasive poverty and general distress; or
 - ii. He/she lives in an area that is part of a Federally-designated Empowerment Zone (EZ) or Enterprise Community (EC); or
 - iii. He/she resides in a Census Tract/block numbering area where at least 70% of the residents are LMI.

4. Low Mod Housing Activities (LMH)

The housing category of LMH benefit national objective qualifies activities that are undertaken for the purpose of providing or improving permanent residential structures which, upon completion, will be occupied by LMI households. In order to meet the housing LMI national objective, structures with one unit must be occupied by a LMI household. If the structure contains two units, at least one unit must be LMI occupied. Structures with three or more units must have at least 51% occupied by LMI households.

- a. Rental buildings under common ownership and management that are located on the same or contiguous properties may be considered as a single structure.
- b. For rental housing, occupancy by LMI households must be at affordable rents as established annually by the U.S. Department of Housing and Urban Development (HUD) and consistent with standards adopted and publicized by PHCD.

The Awardee shall comply with all applicable provisions of 24 CFR Part 570 and shall carry out each activity in compliance with all applicable federal laws and regulations described therein. If the Awardee is a primarily religious entity, it shall comply with all provisions of 24 CFR 570.200 (j).

For Housing, Rehabilitation, and Construction activities, all conditions in this section will apply throughout the regulatory period identified in the national objective. Throughout that period, the Awardee will be required to submit an annual report regarding its compliance with the national objective, and PHCD will have the right to monitor the activity.

The Awardee shall comply with all applicable uniform administrative requirements as described in 24 CFR 570.502.

**PUBLIC HOUSING AND COMMUNITY DEVELOPMENT
 QUARTERLY EXPENDITURE AND PROGRESS REPORT
 FY 20 _____**

Reporting Period:

1st Quarter [Jan-Mar] 2nd Quarter [Apr-Jun] 3rd Quarter [Jul-Sept] 4th Quarter [Oct-Dec] / Annual Report

Section I: General Information

Recipient Name (Organization): _____

Contact Person (Name & Title): _____ Telephone Number: _____

Activity Name (Project Title): _____

Activity Address: _____

Activity Description: _____

IDIS #: _____ Funding Source: _____ Funded Amount: _____ Program Income: (if applicable) \$ _____

Activity Category:

Administration Capital Improvement Economic Development Historic Preservation Public Service
 Housing Homebuyer Assistance Tenant-Based Rental Assistance (TBRA) Homeless Housing

Objective: Create suitable living environments Provide decent affordable housing Create economic opportunities

Outcome: Availability/Accessibility Affordability Sustainability

Section II: Financial Information At the time the Awardees has been paid or otherwise received fifty percent (50%) and seventy percent (70%) of the Agreement Funds, the Awardees reporting these expenditures must submit documentation to show that Awardees has accomplished 50% and 70%, respectively, of the Activities described herein.

A	B	C	D	E	F	G	H
Category	Approved Budget	Total Expended [This Quarter]	Actual Expenditures Cumulative [Through end of this quarter]	Reimbursed Cumulative [Through end of this quarter]	Cumulative Percentage [B & D]	Projected Expenditures [Next Quarter]	Projected Cumulative Expenditures [By end of Contract Period]
Personnel	\$	\$	\$	\$	%	\$	\$
Contractual	\$	\$	\$	\$	%	\$	\$
Operating Costs	\$	\$	\$	\$	%	\$	\$
Commodities	\$	\$	\$	\$	%	\$	\$
Capital Outlay	\$	\$	\$	\$	%	\$	\$
TOTAL	\$	\$	\$	\$	%	\$	\$

Program Income The disposition of Program Income not specifically listed in the approved Program Income budget requires prior written approval from PHCD.

1. Does this activity generate Program Income? Yes No

2. If yes, indicate the amount generated this quarter. \$ _____



**PUBLIC HOUSING AND COMMUNITY DEVELOPMENT
 QUARTERLY EXPENDITURE AND PROGRESS REPORT
 FY 20 _____**

ACTIVITY STATUS AND ACCOMPLISHMENT INFORMATION

1. Activity Status: Cancelled Underway Completed
2. Environmental Status: A=Exempt C=Completed D=Underway
3. Is this activity still in compliance with the original project schedule? Yes No

Section III: **Work in Progress** [On-going Activities] **50% and 70% benchmark**
 Accomplishment Narrative [Activity Completed]

Check appropriate box and reference the Scope of Services, included in your contract, as the basis for reporting the work in progress or accomplished in a brief narrative format. [@ Attach Scope of Services]

Section IV: Other Supporting Efforts

Provide a description, using quantifiable data, of all other supporting efforts that have begun, partially implemented, or completed during this period.

Section V: Problems Encountered

Provide a brief description of any problems or delays encountered during this period or anticipated.

Section VI: Technical Assistance

If your organization has a need or anticipate a need for technical assistance during this period, please describe the nature of the assistance required.

Section VII: Performance Measurement

*Notes: A Supplemental Performance & Benefit Data Report must be submitted if any actual achievements are reported during this reporting period and all HOME funded projects must submit applicable activity set-up form.

Accomplishment Type: People [01] Households [04] Businesses [08] Organizations [09]
 Housing Units [10] Public Facilities [11] Jobs [13]

National Objective: Area Wide Benefit [e.g. LMA, LMAFI, LMASA, SBA] -or- Direct Benefit [e.g. LMC, LMH, LMJ]

People or Households ■ Achievements: Yes No
 If yes, what is the accomplishment type? People -or- Households

	People		Households (LMH activities only)		
	Total People	Low / Mod	Total Households	Low / Mod	Female Headed
Projected Goal					
Actual This Quarter					
Actual Cumulative					

Supplemental Report Attached Y / N _____ Performance & Benefit Data:



**PUBLIC HOUSING AND COMMUNITY DEVELOPMENT
 QUARTERLY EXPENDITURE AND PROGRESS REPORT
 FY 20 _____**

Housing -or- Public Service & Administration -or- Capital Improvement & Public Facilities

Housing Units ▪ Achievements: Yes No

	Owner	Rental	Buyer	Total
Projected Goal				
Actual This Quarter				
Actual Cumulative				

Supplemental Report Attached Y / N _____ Performance & Benefit Data: Housing

Jobs or Businesses ▪ Achievements: Yes No
 If yes, what is the accomplishment type? Jobs -or- Businesses

Jobs Created	Total Job Count		Total Weekly Hours		Percent
	Full-Time (FT)	FT Low / Mod	Part-Time (PT)	PT Low / Mod	Low / Mod Jobs
Projected Goal					
Actual This Quarter					
Actual Cumulative					

Assistance to Businesses	Projected Goal	Actual This Quarter*	Actual Cumulative
New Businesses			
Existing Businesses			
Total			

Supplemental Report Attached Y / N _____ Performance & Benefit Data: Economic Development

PERFORMANCE CERTIFICATION: This certifies that No Accomplishments occurred during this Quarter. _____

Initials

NOTE: Submittal of Supplemental Form – Performance & Benefit Data is not required at this time based on the certification that no accomplishments occurred during this quarter.

CERTIFICATION

This is to certify that the data and other information provided in this Report is correct, based on official accounting system and records, and that expenditures and obligations shown have been made for the purpose of and in accordance with applicable Terms and Conditions of the Contract and Funding Requirements.

Report Prepared by: _____ Title: _____ Date: _____
Print Name

Signature of Certifying Official: _____ Title: _____ Date: _____

FOR PHCD USE ONLY	Activity IDIS Number: _____
Report <input type="checkbox"/> is / <input type="checkbox"/> is not complete ♦ Report <input type="checkbox"/> is / <input type="checkbox"/> is not accurate	
Initial review for completeness and accuracy completed by – Name: _____	Project Manager
Name: _____ Date: _____	
Supervisor	

Warning: Title 18, US Code Section 1001, states that a person who knowingly and willingly makes false or fraudulent statements to any Department or Agency of the United States is guilty of a felony. State law may also provide penalties for false or fraudulent statements.



This material is available in an accessible format upon request.

CD/14/51712

**PUBLIC HOUSING AND COMMUNITY DEVELOPMENT
PERFORMANCE & BENEFIT DATA: HOUSING
Supplement to Quarterly Expenditure & Progress Report
FY 20 _____**

Recipient Name: _____
 Activity Name: _____
 IDIS#: _____ Activity Category: _____
 HUD Activity Matrix Code: _____ Accomplishment Type: _____
 HUD Matrix Code Description: _____

Reporting Period	
1 st Quarter [Jan-Mar]	<input type="checkbox"/>
2 nd Quarter [Apr-Jun]	<input type="checkbox"/>
3 rd Quarter [Jul-Sept]	<input type="checkbox"/>
4 th Quarter [Oct-Dec] / Annual Report	<input type="checkbox"/>

HOME FUNDED PROJECTS ONLY ☐ [Instructions: Check the box that corresponds to the HOME tenure type, complete the appropriate Form, & attach it to this report.]

- | | |
|--|---|
| <input type="checkbox"/> Rental - ☐ Rental Set Up & Completion Form | <input type="checkbox"/> Tenant-Based Rental Assistance - ☐ Tenant Based Rental Assistance Set Up Form |
| <input type="checkbox"/> Homebuyer - ☐ Homebuyer Set Up & Completion Form | <input type="checkbox"/> Homeowner Rehab - ☐ Homeowner Rehab Set Up & Completion Form |

PROJECT TYPE ☐ [Instructions: Check the box that corresponds to the activity project type.]

NUMBER OF UNITS COMPLETED FOR PROGRAM YEAR:

- Construction of Rental Units
- Rehabilitation of Rental Units
- Acquisition / Construction New Homeowner
- Homeowner Rehab Units
- Direct Financial Assistance to Homebuyers

Total number of Rental Units: _____
 Total number of Owner Units: _____
 Total number Homebuyer Households: _____

CDBG MULTI-UNIT ACTIVITY + Activity Set-up & Completion Information [Multi-unit housing is defined as two or more units per structure]

Units	Total	Occupied	Occupied Low / Mod
Number of Units at Start			
Number of Units Expected at Completion			
Number of Units Actually Completed			

Instructions: Indicate if this activity is limited to one of more of the items listed below by placing an "X" for each that applies.

CDBG Housing Rehabilitation	
<input type="checkbox"/>	Installing Security Devices
<input type="checkbox"/>	Installing Smoke Detectors
<input type="checkbox"/>	Performing Emergency Housing Repairs
<input type="checkbox"/>	Providing Supplies and Equipment for Painting Houses
<input type="checkbox"/>	Operating a Tool Lending Library

DISPLACEMENT INFORMATION:

Type	Census Tract or City	White	Black	Hispanic	Asian / Pacific	American Indian / Alaskan
Displaced From						
Remaining In						
Relocated To						

REPLACEMENT INFORMATION:

Type	Demolished / Converted Address	Replacement Address
Number of Bedrooms		
Agreement Execution Date		
Available Date		

**PUBLIC HOUSING AND COMMUNITY DEVELOPMENT
PERFORMANCE & BENEFIT DATA: HOUSING
Supplement to Quarterly Expenditure & Progress Report
FY 20 _____**

PERFORMANCE MEASUREMENT & ACCOMPLISHMENT INFORMATION [Applicability: This section must be completed for all Rental and Homeowner activities]

- 1. Number of Affordable Units: _____
- a) Units occupied by elderly: _____ b) Years of Affordability: _____
- c) Number of Bedrooms: _____
- d) Number of units subsidized with project-based rental assistance by another Federal, state or local program: _____
- e) Number of units designated for persons with HIV/AIDS, including units receiving assistance for operations: _____
 ▶ Number of units for the chronically homeless: _____
- f) Permanent housing units designated for homeless persons & families, including units receiving assistance for operations: _____
 ▶ Number of units for the chronically homeless: _____
- 2. Number of Section 504 Accessible Units: _____ 3. Number of Units qualified as Energy Star: _____

▼ The following questions are for Rehabilitation Activities only ▼

- 4. Number of units brought from substandard condition (HQS or local code): _____
- 5. Number of units brought into compliance with lead safety rules (24 CFR Part 35): _____

▼ The following question is for Rental Rehabilitation Activities only ▼

- 6. Number of units created through conversion of non-residential to residential buildings: _____

▼ The following question is for Acquisition / Construction New Homeowner Activities only ▼

- 7. Number of households previously living in subsidized housing: _____

DIRECT FINANCIAL ASSISTANCE TO HOMEBUYERS

- 1. Number of first-time homebuyers: _____ a) Of those, number receiving housing counseling: _____
- 2. Number receiving Down Payment Assistance / Closing Costs: _____

DIRECT BENEFICIARY INFORMATION • NUMBER OF HOUSEHOLDS ASSISTED

RACE & ETHNICITY CATEGORY

Instructions: (1) Indicate the total number of persons or households served in each Racial Category for this reporting period and the cumulative total. (2) From the total number depicted in each Racial Category, indicate the numbers that are of Hispanic Ethnicity for this reporting period and the cumulative total.

Racial Categories	Report Period Totals		Cumulative / YTD Totals	
	Race Total #	Ethnicity # Hispanic	Race Total #	Ethnicity # Hispanic
White [11]				
Black / African American [12]				
Asian [13]				
American Indian / Alaskan Native [14]				
Native Hawaiian / Other Pacific Islander [15]				
American Indian / Alaskan Native & White [16]				
Asian & White [17]				
Black / African American & White [18]				
American Indian or Alaskan Native & Black / African American [19]				
Other / Multi Racial [20]				
Totals				

**PUBLIC HOUSING AND COMMUNITY DEVELOPMENT
PERFORMANCE & BENEFIT DATA: HOUSING
Supplement to Quarterly Expenditure & Progress Report
FY 20 _____**

OTHER DIRECT BENEFIT INFORMATION

Income Levels	Report Period Totals	Cumulative / YTD Totals
	Total Number	Total Number
Extremely Low (30% or less)		
Low (31% - 50%)		
Moderate (51% - 81%)		
Non Low/Mod (81% or greater)		
Totals		
Number of Female Headed Households		

ELIGIBLE BLOCK GROUP INFORMATION

Is this activity, business, and/or individual located and/or lives in an eligible block group that is at least 70% low mod? Yes No

If yes, the census tract # and eligible block group percentage must be identified, as applicable, using the maps provided via Miami-Dade County's website – <https://qisweb.miamidade.gov/communityservices/>.

Instructions: Type the activity address into the blank space under Community Services. At the bottom of the screen click on the tab titled "Demographics". Click on the "Business Incentive" tab. Next, click (\$) symbol in upper right corner and reenter activity address. On the right of the page, business incentives will appear, click on **Community Development Block Group, must have at least 70% low mod residents. A copy of the printout must be included with this report.**

Provide the following information:

<u>Location/Address (street/city/zip)</u>	<u>Census Tract #</u>	<u>% of Low/Mod</u>
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

FUNDING SOURCES + Leveraging of funds [Other Funding Sources]

\$ _____	1. CDBG Funds	\$ _____	5. Other Federal Funds
\$ _____	2. HOME Funds	\$ _____	6. State / Local Funds
\$ _____	3. ESG Funds	\$ _____	7. Private Funds
\$ _____	4. Section 108 Loan Guarantee	\$ _____	8. Other: _____
			Name of Funding Source
		\$ _____	Total Funds

COMMENTS



**PUBLIC HOUSING AND COMMUNITY DEVELOPMENT
 PERFORMANCE & BENEFIT DATA: HOUSING
 Supplement to Quarterly Expenditure & Progress Report
 FY 20 _____**

Ⓜ REQUIRED ATTACHMENTS [As applicable by activity type]:

1) Certificate of Occupancy or Completion; 2) Declaration of Restrictive Covenants; 3) Special Warranty Deed(s); 4) HOME Completion Report (by activity type); 5) Documentation of Eligible Occupancy (income & household size data); 6) Rent Charged (rental housing only); 7) Property Standards & Long Term Use Restrictions; 8) Written Agreement with landlord / developer depicting total number of units & number to be occupied by LMI persons; 9) Final Sources & Uses Statement; & 10) any other required documentation as depicted in the Contract or Scope of Services.

Report Prepared by: _____ Title: _____ Date: _____
Print Name

Signature of Certifying Official: _____ Title: _____ Date: _____

Warning: Title 18, US Code Section 1001, states that a person who knowingly and willingly makes false or fraudulent statements to any Department or Agency of the United States is guilty of a felony. State law may also provide penalties for false or fraudulent statements.



This material is available in an accessible format upon request.

MIAMI-DADE COUNTY PUBLIC HOUSING AND COMMUNITY DEVELOPMENT (PHCD)

ENVIRONMENTAL REVIEW REQUEST FORM

INSTRUCTIONS: Per 24 CFR Part 58, the purpose of the environmental review procedures is to foster the implementation of environmentally compatible activities. As a grant or loan recipient, Miami-Dade County will not fund projects that will negatively impact clients, communities, or the environment.

Part I. AGENCY AND PROJECT DETAIL

1. Indicate federal funding source/s being used:

- CDBG - Community Development Block Grant
- CDBG-CV - Community Development Block Grant – CARES Act
- CDBG–R - Community Development Block Grant, Recovery
- EDI – Economic Development Initiative
- ESG – Emergency Solutions Grant
- ESG-CV - Emergency Solutions Grant – CARES Act
- HOME – Home Investment Partnerships Program
- HOME - American Rescue Plan Act(ARPA)
- HOPE VI – Public and Indian Housing
- NSP – Neighborhood Stabilization Program
- RAD – Rental Assistance Demonstration program
- Section 8 Project Based Voucher – Public and Indian Housing
- Section 18 Demolition/Disposition – Public and Indian Housing
- Other: Specify _____

2. Indicate Fiscal Year: **FY 20**_____

3. Name of Subrecipient/Agency: _____

4. Name of Proposed Activity: _____

5. Location (**Address with City, ST and Zip**) of Activity or Project:

Part II. PROJECT OUTCOME

Will the activity or project result in the following?

YES	NO	Answer each question below with 'Y' or 'N' in the blanks at left
		1. Change in use
		2. Sub-surface alteration (i.e. excavations)
		3. New construction
		4. Renovation or demolition
		5. Site improvements (utilities, sidewalk, landscaping, storm drainage, parking areas, drives, etc.)
		6. Building improvements (windows, doors, etc.)
		7. Displacement of persons, households or business
		8. Increase in population working or living on site
		9. Land acquisition
		10. Activity in 100-year floodplain
		11. A new nonresidential use generating at least 1,375,000 gallons of water or 687,500 gallons of sewage per day.
		12. Use requiring operating permit (i.e. for hazardous waste, pretreatment of sewage, etc.)
		13. A sanitary landfill or hazardous waste disposal site
		14. Tree removal or relocation
		15. Street improvements
		16. The impounding of more than 10 acre feet of water (e.g. digging a lake or diverting or deepening of a body of water).

Part III. SITE SPECIFIC INFORMATION

1. Land Use:

Describe the existing and proposed land use:

- Existing?

- Proposed?

- Does the site have any known contaminants?

YES NO

- If there are known contaminants, has a Phase I audit been completed? If yes, a copy of Phase I Environmental Audit certified to Miami-Dade County must be submitted to determine the likely presence of either a release or threatened release of hazardous substance.

YES NO

2. Site Plan:

Does the proposed activity include a new structure(s) or site improvements on a site of one (1) acre or more?

YES NO

If yes, a site plan must be provided. Project(s) will not be environmentally reviewed without a site plan.

3. Photographs:

Does the activity include new construction, renovation or rehabilitation?

YES NO

If yes, photographs must be provided of each side (front, rear and sides) of the structure(s) proposed for assistance and the buildings on the adjacent lots. The photographs shall be identified by address. In addition, provide for each existing structure on the site, the following information:

- Existing structure(s) on site? YES NO
- Estimated age of structure(s)? _____

4. Value of Improvements:

Does the proposed activity include rehabilitation or renovation of structure(s)?

YES NO

If yes, what is the estimated cost of rehabilitation or renovation? _____

What is the amount sought for funding? _____

In addition, indicate if the estimated value of the improvement represents:

- 0 to 39.9 percent of the market value of the structure(s)
- 40 to 49.9 percent of the market value of the structure(s)
- 50 to 74.9 percent of the market value of the structure(s)
- 75 percent or more of the market value of the structure(s)

5. Phase I Environmental Audits:

Does the proposed activity involve the transfer of any property, new construction, major renovations of 75% or more of the structures' market value, or a securing of a loan for nonresidential parcel?

YES NO

If yes, a copy of Phase I Environmental Audit certified to Miami-Dade County must be submitted to determine the likely presence of either a release or threatened release of hazardous substance.

An audit is a review of a site and adjacent properties and involves preparing a history of ownership, land use and zoning for the last 50 years; researching environmental records for information on hazardous waste sites, hazardous facilities, solid waste/landfill facilities and underground storage tanks (available through the Department of Regulatory and Economic Resources (RER), Florida Department of Environmental Protection (FDEP) and U.S. Environmental Protection Agency (EPA)); and site inspection for physical evidence of contamination such as damaged vegetation or stains in the soil.

Has a Phase I been performed? YES NO

6. Environmental Health Information:

- If a residential site, and the activity includes or involves rehabilitation, has it been inspected for defective paint surfaces?

YES NO

If yes, please submit the results.

- Have any child under the age of six at the site been tested for elevated levels of lead in the body?

YES NO

If yes, please submit the results.

7. Other Site Information:

	YES	NO
1. Flood insurance required?		
2. Public water available on site?		
3. Public sewer available on site?		
4. Children under 6 years of age residing on site or relocating to site (including day care facility)?		
5. Hazardous waste disposal facility?		
6. Storage of hazardous materials on site?		
7. Abandoned structure(s) on site?		

Part IV. SUPPLEMENTAL REQUIRED DOCUMENTS

Required Submittal Documents:

1. For **all projects**: **Submit** street/plat maps that depict location of property in the County and/or City with the location or lot clearly pointed out.
2. For **new construction** projects: **Submit** a scope of service, an itemized budget, and a site plan.
3. For **housing/building rehabilitation projects only**: **Submit** a scope of service, an itemized budget describing the major components of the rehabilitation program planned, and a photograph of the property.
4. For **historic properties**, include: **Submit** photographs of the property, and a description of any adjacent historic properties that may be affected by your activity.

Part V. CERTIFICATION

I certify to the accuracy of the information provided. I understand that all funded activities must have an approved environmental review clearance prior to the commencement of projects. I clearly understand that any omitted and/or incorrect information will delay the initiation of the environmental review process by the PHCD staff. As such, I am aware that omitted information could delay the commencement of my organization's project. I understand all approved environmental reviews are valid for one (1) year maximum.

Print Name	Signature	Title
Name of Organization or Corporation		Date

Unless otherwise indicated, return completed form and attachments to:

Project Management Division
Public Housing and Community Development
701 NW 1st Court - 14th Floor
Miami, Florida 33136

TYPES OF ACTIVITIES AND ENVIRONMENTAL GUIDELINES TRIGGERED:

Type of Activity	EXEMPT*	CENST**	CEST***	EA****
Economic Development				
New Construction				X
Rehab			X ¹	X ²
Non-Construction/Expansion		X		
Housing				
Single Family Rehab			X	
Multi-Family Rehab			X ¹	X ²
New Construction				X
Homeownership Assistance		X		
Affordable Housing Pre-Dev.		X		
Capital Improvement				
Handicapped Access			X	
Public Facilities			X ¹	X ²
Infrastructure			X ¹	X ²
Public Services				
Employment	X			
Crime Prevention	X			
Child Care	X			
Youth or Senior Services	X			
Supportive Services		X		

Type of Publication	No Public Notice/No RROF	No Public Notice/No RROF	No Public Notice/No RROF (No Statutory Requirement Triggered) <i>Or</i> Publish NOI/RROF (Statutory Requirement Triggered)	Publish FONSI and NOI/RROF

Estimated Time Frame (Excluding Triggered Statutes)	30-45 Days	30-45 Days	45-90 Days	90 Days Minimum

X¹ If for continued use and change in density (or size) of less than 20%
X² Change in density (or size) of more than 20%

* Exempt Exempt Activities
** CENST Categorically Excluded and Not Subject to 58.5
*** CEST Categorically Excluded Subject to 58.5
**** EA Environmental Assessment (Format II)

MIAMI-DADE COUNTY
DEPARTMENT OF PUBLIC HOUSING AND COMMUNITY DEVELOPMENT
MINIMUM REQUIREMENTS FOR PHASE I ENVIRONMENTAL AUDITS

- The scope of service
- The reason for performing the study
- Certification of the report to Miami-Dade County
- Ownership and site location
- Site description and characterization
 - A physical description including the acreage of the property, the percentage of the site occupied by building and paved areas, site layout, groundwater flow and direction of surface runoff plus the location of surface waters and any ditches
 - Description of current site activities
 - An inventory of those characteristics of the site which may cause environmental problems
- A site history showing the prior uses of the property during the past 50 years. The site should be investigated for prior industrial, commercial, and agricultural activities on the property.
- Current and past use (for 50 years) of neighboring properties.
- The characteristics of the vegetation, soil and surface water at the site.
- A review of regulatory compliance records of all appropriate federal, state and local agencies for the site
- The HUD circular on subsurface soil contaminations states that the inquiry into government records include properties located within the following radii of the site:
 - Within one mile of the site for properties on the National Priorities List (NPL), the list of RCRA TSD facilities, and the state equivalent to NPL; and
 - Within 0.5 miles of the site for properties on the CERCLIS List, the state agency equivalent to CERCLIS list, the Leaking Underground Storage List and the List of Solid Waste or Landfill facilities
- Summary of findings
- Recommendations
- Description of study limitation including caveats

Valid Phase I Environmental Audits can not exceed more than one (1) year from the original report completion date. If the audit is older than one (1) year, agencies must submit an updated Phase I Environmental Audit or a certified letter validating the accuracy of the Phase I Environmental Audit, from the original Environmental Engineering Consulting firm, and a copy the original Phase I Environmental Audit.

Fact Sheet #ASTM

Updates on the applicability of recently adopted ASTM E 1527-13 Phase I ESA standard to HUD environmental reviews

Updates from previous Phase I E-1527-05

- *Recognized environmental condition* was simplified and clarified to help bring greater consistency to the identification of RECs
- *Historical REC* was clarified to exclude any REC. Under the E 1527-13 version, an HREC is a condition that was in the past, but is not now, a REC.
- *Controlled REC* definition was developed to categorize certain RECs as currently managed to a regulatory standard that does not permit unrestricted property use. This is designed to replace the use of HREC for conditions that require continued management or restrict possible uses.
- *De minimis condition* was clarified to make clear that RECs that require management or restrictions on use are still RECs.
- *Migration* was defined, clarifying that hazardous waste or petroleum products in vapor form must be evaluated as part of the Phase I ESA.

Authority: 24 CFR Part 50.3(i), and 58.5 (i)

Purpose: To provide specific guidance on the updates to the recently adopted ASTM Phase I ESA standard that are most relevant for HUD environmental reviews, and to explain how those updates apply to HUD environmental reviews.

A Phase I ESA studies previous uses of the property:

- Chain of title
- Aerial photographs
- Reviews government records
- Visual site inspection
- Identifies environmental concerns
- Makes recommendations

Applicability to HUD Environmental Reviews

HUD requires the performance of a Phase I ESA in accordance with ASTM E 1527 as part of environmental reviews in many of its programs, including all Federal Housing Administration (FHA) programs. ASTM International recently adopted ASTM E 1527-13, an updated version of ASTM E 1527-05. The updated version incorporates a few items which are significant for HUD's environmental reviews.

The identification of Controlled Recognized Environmental Conditions in the Phase I ESA will alert HUD staff and RE's to sites which have controlled contamination on site but may need further remediation to reach residential standards.

The migration definition includes hazardous waste or petroleum products in vapor form. This change will not impact program requirements in the FHA as most FHA programs already require that a Vapor Encroachment Survey be performed in accordance with ASTM E2600-10 and that it be included in the Phase I ESA. However, it does change the context of that requirement in that a Vapor Encroachment Survey is now required to also satisfy the ASTM E1527-13 Phase I ESA requirements. The migration definition may result in changes to the information submitted in a Phase I ESA in other HUD Offices where a Vapor Encroachment Survey was not already a program requirement.

Fact Sheet #ASTM

NEED ADDITIONAL HELP?

CONTACT YOUR LOCAL HUD ENVIRONMENTAL OFFICER,

<https://www.onecpd.info/environmental-review/hud-environmental-staff-contacts/>.

Attachment E

Certification, Statements
and Affidavits

(N/A for County Departments)

County Construction Sign

NEW SIGN REQUEST FORM

GOB **NON GOB**

STANDARD 4' X 8' CONSTRUCTION SIGN

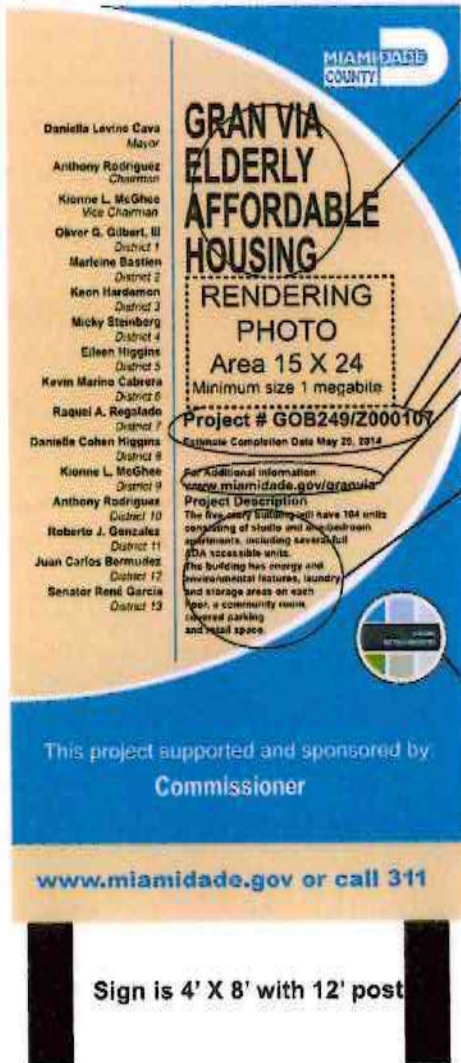
In Ground 1 Sided **In Ground 2 Sided**
 A-Frame 1 Sided **A-Frame 2 Sided**

MODIFIED 2' X 3' CONSTRUCTION SIGN

Portable A-Frame

QTY.

This Form to be Emailed to:
 Makingston Chery: cmakin@miamidade.gov
 and Hernan Lopez: lopezh@miamidade.gov



Sign is 4' X 8' with 12' post

- Project Manager to mark location of sign(s) on site.
- Installer to call Sunshine 811 or 1-800-432-4700 for underground inspection before digging.

Service Ticket # ATTACHMENT F

Department Code

Activity

Source Type

Fund

Grant

Project Name

Project Number

Estimated Project Completion Date (mm/dd/yyyy)

Project Website

Project Description (max characters 225)

Name: _____

Department: _____

Address: _____

Phone Number: _____

District Commissioner

Funding Source Logo(s) (3 Max)



Other Specify:

Sign location address

Plus specific location of sign placement

Attachment G

Fair Subcontracting Policies

(N/A for County Departments)

**PUBLIC HOUSING AND COMMUNITY DEVELOPMENT
Agreement**

To Authorize Examination of Records and Adhere to Records Retention Requirements

The undersigned agrees to the stipulations noted below for all work, materials, and services provided under this **agreement** dated _____ and/or for all other third-party agreements/contracts for labor, materials, and services related to the work covered by this agreement for the _____ project/activity.

The undersigned shall ensure, and shall require all parties with whom it contracts to ensure, that Miami-Dade County, the Department of Housing and Urban Development, or Comptroller General of the United States, or any of their duly authorized representatives shall, have access to and the right to examine any of the following **records** from the awardee, sub-recipient, developer, contractor, subcontractor, suppliers and/or any other entity involved in any capacity in the above-referenced project/activity, for seven (7) years after final payment under contract. Records shall include, but are not limited to, the following:

Contracts, sub-contracts, audits, financial books, ledgers, copies of canceled checks (front and back), wire transfer confirmations, payment requests (draws), invoices, receipts, drawings, maps, pamphlets, designs, electronic tapes, computer drives and diskettes, other media storage, pertinent books, documents, papers, or other records—whether physical, electronic, or in any form— involving transactions related to this contract for the purpose of making audits, examinations, excerpts, and transcriptions.

The awardee, sub-recipient, developer, contractor, sub-contractor, sub-tier, suppliers and or any other entity involved in any capacity in the above-referenced project shall adhere to the following **records retention** requirements:

- a) Maintain, and require that its sub-contractors and suppliers maintain complete and accurate records to substantiate compliance with the requirements set forth in the contract/agreement documents for this project.
- b) The undersigned shall retain such records, and all other documents related to the services and materials furnished for this project, for a period of three (3) years from the completion of the activity or project.

Other information:

- a) The County may conduct unannounced visits to offices, satellite offices, work sites, supplier warehouse, etc. of all entities involved in any capacity in the above-referenced project.
- b) Pursuant to the contract, there may be additional records requirement not listed in this agreement.

Entity Name:

Employer ID #/FID #:

Full Address (including City, ST and Zip) and Email Address

Signature:

Print Name:

Date:

Title:

Check one, as applicable:

Developer

Prime-Contractor

Sub-contractor or sub-tier sub-contractor

Other (specify) _____



Attachment J

Calculation for Use of Program Income
from CDBG Activities
(Micro-Lenders Only)

(N/A for County Departments)

Attachment K

Kidnapping, Custody Offenses,
Human Trafficking and Related Offenses
Affidavit

(N/A for County Departments)

Attachment L

Contracting with Entities of
Foreign Countries of Concern Prohibited
Affidavit

(N/A for County Departments)

APPENDIX "D" TO SPECIAL PROVISIONS
HCD FEDERAL LABOR STANDARDS PACKAGE



ATTACHMENT _____
TO BID PACKAGE

**HOUSING AND COMMUNITY DEVELOPMENT
FEDERAL LABOR STANDARDS**

Agency Name:	Department of Transportation and Public Works
Project Name:	Midway Area Roadway Improvement Project
Project Address:	NW 82 nd Ave and NW 8 th St/NW 10 th St, Miami, FL 33126

Prepared by: Olivia Bustillo Duran
Date: February 26, 2026

(rev.09.17.2025)

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NOTICE TO BIDDERS/PROSPECTIVE CONTRACTOR (S)

This project, in whole or in part, is assisted through Miami-Dade County Housing and Community Development with Federal funding from the Community Development Block Grant (CDBG) program. Accordingly, the bidder is required to comply with all applicable federal, state, and local laws and regulations, including but not limited to: Presidential Executive Order 11246, as amended; Executive Order 11375; Title VII of the Civil Rights Act of 1964, as amended; the Davis-Bacon Act of 1931, as amended; the Copeland "Anti-Kickback" Act; and the Contract Work Hours and Safety Standards Act.

The bidder must pay all workers the minimum wages as set forth in the Wage Determination included in the bid package. The contractor must also ensure that employees are not discriminated against based on race, color, religion, sex, national origin, or any other protected category under applicable law.

STATEMENT OF SUB-CONTRACTOR’S CONSTRUCTION EXPERIENCE

To be submitted by each sub-contractor with requested information and affidavits.

All questions must be answered, and the data given must be clear and comprehensive. This statement must be notarized. Add additional pages as necessary.

1.	Sub-Contractor:											
2.	Sub-contractor Address:											
	Phone:				Email address:							
3.	Name of each owner, principal officer, partner, etc.											
4.	Minority Business?	<input type="checkbox"/>	Yes	<input type="checkbox"/>	No	Women-owned Business?	<input type="checkbox"/>	Yes	<input type="checkbox"/>	No		
5.	Company Qualifier:											
6.	Years in Business:											
7.	U.S. Treasury Number. (Employer’s Identification number; Federal Social Security number used on Employer’s quarterly Federal Tax/return, U.S. Treasury Department.											
	CC# License Number:						State:					
	EIN#											
8.	Contractor’s Certification Categories:											
9.	Contracts completed in the last five years (include the months and year completed, use additional pages, if needed)											
	<u>Project</u>					<u>Duration (months years)</u>				<u>Year Completed</u>		

10. Contractor's on-going construction projects (Schedule these, showing gross amount of each contract and the approximate anticipated dates of completion).		
<u>Project</u>	<u>Current Duration (months years)</u>	<u>Anticipated Completion Date</u>
11. Have you ever defaulted on a Contract? <input type="checkbox"/> Yes <input type="checkbox"/> No Please explain.		
12. The subcontractor promises to defend, indemnify and hold harmless the _____ (agency name) and Miami-Dade County with regard to any disclosures or information received, whether at trial, in arbitration or on appeal. _____ (initials)		
13. The undersigned hereby authorizes and requests any person, firm, corporation, or governmental unit, to furnish any information requested by the _____ (name of agency) in verification of the recitals comprising this statement of bidder's experience _____ (initials)		

Sworn to and subscribed before me this _____ day of _____, 20 _____.
Date

By _____, and is personally known to me or has presented
(Affiant)

_____ as identification.
(Type of Identification)

(Signature of Notary)

(Serial Number)

(Print or Stamp Name of Notary)

(Expiration Date)

Notary Public

Notary Seal

Certification Of Receipt

This is to acknowledge receipt of a copy of the U.S. Department of Housing and Urban Development Federal Labor Standards Provisions (HUD Form 4010) concerning the project **Midway Area Roadway Improvement Project** (Name of Project)

Further, I hereby certify that I have on this date, read, examined, understood and acknowledge the contents of the U.S. Department of Labor requirements, particularly the requirements contained in the Wage General Decision Number **FL20260125 – 01/02/2026 FL125-HEAVY** that is applicable to this project.

I hereby agree to abide by the requirements of the Federal Labor Standards Provision issued by the United States Department of Housing and Urban Development and described in Form HUD-4010 and those requirements contained in Wage General Decision Number: **FL20260125 – 01/02/2026 FL125-HEAVY** for this project.

Agency Name:

Employer ID #/FID #:

Full Address (including City, St, and Zip) and Email Address

Authorized Signature: _____

Print Name: _____ Title: _____

Check one, as applicable: contractor Subcontractor Other

INSURANCE REQUIREMENTS

The term “Contractor”, as used in this document, refers to the entity providing construction type services. The terms “owner” and “sub-recipient” are used interchangeably and refer to the entity receiving Federal funds directly from HCD.

- I. Based on the type of project, the Contractor shall acquire the following insurance and submit necessary certificate(s) and original policies described hereunder.

REQUIRED CERTIFICATE(S) OF INSURANCE
Worker’s Compensation Insurance- for all employees of the Contractor as required by Florida Statute 440.
Professional Liability Insurance- in the name of the Contractor or the licensed design professional employed by the Proposer in an amount of not less than \$250,000.
Commercial General Liability – on a comprehensive basis, including Explosion, Collapse and Underground Liability coverage in an amount not less than \$1,000,000 combined single limit per occurrence for bodily injury and property damage. Miami-Dade County must be shown as an additional insured with respect to this coverage.
Automobile Liability Insurance- covering all owned, non-owned and hired vehicles used in connection with the work, in an amount not less than \$1,000,000 combined single limit per occurrence for bodily injury and property damage.
Completed Value Builder’s Risk Insurance- on al “All Risk” basis (when applicable) in an amount not less than one hundred (100%) percent of the insurable value of the building(s) or structure(s) as determined by Miami-Dade County. The policy will show Miami-Dade County as a Loss Payee A.T.I.M.A.

All insurance requirements must be verified at before a pre-construction meeting is scheduled through the HCD Portfolio Manager assigned.

- II. All insurance policies required above all shall be issued by companies authorized to do business under the laws of the State of Florida, with the following qualifications:

The company must be rated no less than “A” as to management, and no less than “Class VII” as to financial strength, by A.M. Best Company, Oldwick, New Jersey, or its equivalent, subject to the approval of the County Risk Management Division.

Or

The company must hold a valid Florida Certificate of Authority as shown in the latest “List of All Insurance Companies Authorized or Approved to Do Business in Florida” issued by the State of Florida Department of Financial Services.

- III. All insurance required by the contract must stay in force until final acceptance except, "Completed Value Builder's Risk" which may be dropped after substantial completion.

The Contractor shall also keep all insurance required by contract, except "Completed Value Builder's Risk", in force when performing any work during the guarantee period(s).

The Contractor shall furnish certificates of insurance and insurance policies to the owner prior to commencing any operation under this contract, which certificates shall clearly indicate that the Contractor has obtained insurance, in the type, amount, and classifications, as required for strict compliance with the contract.

NOTE: Certificates will indicate no modification or change in insurance shall be made without thirty (30) days in advance notice to the certificate holder.

Compliance with the foregoing requirements as to the carrying of insurance shall not relieve the Contractor from his liability under any other portion of this contract.

- IV. Cancellation of any insurance or bonds, or non-payment by the contractor of any premium for any insurance policies or bonds required by this contract shall constitute a breach of this contract. In addition to any other legal remedies, the owner at its sole option may terminate this contract or pay such premiums, and deduct the costs thereof from any amount, which are or may be due to the Contractor.

PROVISIONS TO BE INCORPORATED IN CONSTRUCTION CONTRACTS

In addition to other provisions required by US HUD in the HUD 4010 incorporated in this document, the Federal agency or non-Federal entity, all contracts made by the non-Federal entity under the Federal award must contain provisions covering the following, as **stated in 2 CFR Appendix II to Part 200**:

- (A) **Contracts for more than the simplified acquisition threshold currently set at \$250,000.00**, 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, 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.
- (B) All **contracts more than \$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.

Provisions for termination are as follows:

1. Termination at Will

This contract, in whole or in part, may be terminated by the Principal Contractor/Owner upon no less than ten (10) working days' notice when the Principal Contractor/Owner determines that it would be in the best interest of the Principal Contractor/Owner and the Housing and Community Development (HCD). Said notice shall be delivered by certified mail, return receipt requested, or in person with proof of delivery.

2. Termination for Convenience

The Principal Contractor/Owner may terminate this contract, in whole part, when both parties agree that the continuation of the activities would not produce beneficial results commensurate with the further expenditure of funds. Both parties shall agree upon the termination conditions. The Principal Contractor/Owner, at its sole discretion, reserves the right to terminate this contract without cause upon thirty (30) days written notice. Upon receipt of such notice, the Contractor shall not incur any additional costs under this contract. The Principal Contractor/Owner shall be liable only for reasonable costs incurred by the Contractor prior to notice of termination. The Principal Contractor/Owner shall be the sole judge of "reasonable costs."

3. Termination Because of Lack of Funds

In the event of a funding short-fall, or a reduction in federal appropriations, or should funds to finance this contract become unavailable, the Principal Contractor/Owner may terminate this contract upon no less than twenty-four (24) hours written notification to the Contractor. Said notice shall be delivered by certified mail, return receipt requested, or in person with proof of delivery. The Principal Contractor/Owner shall be the final authority to determine whether funds are available. The Principal Contractor/Owner may at its discretion terminate,

renegotiate and/or adjust the contract award whichever is in the best interest of the Principal Contractor/Owner.

4. Termination for Substantial Funding Reduction

In the event of a substantial funding reduction of the allocation to the Principal Contractor/Owner through Board of County Commissioners' action, the Principal Contractor/Owner may, at its discretion, request in writing from the Director of HCD a release from its contractual obligations to the County. The Director of HCD will review the effect of the request on the community and the County prior to making a final determination.

5. Termination for Breach

The Principal Contractor/Owner may terminate this contract, in whole or in part, when the Principal Contractor/Owner determines, in its sole and absolute discretion that the Contractor is not making sufficient progress thereby endangering ultimate contract performance, or is not materially complying with any term or provision of this contract.

Unless the Contractor's breach is waived by the Principal Contractor/Owner in writing, the Principal Contractor/Owner may, by written notice to the Contractor, terminate this contract upon no less than twenty-four (24) hours' notice. Said notice shall be delivered by certified mail, return receipt requested, or in person with proof of delivery.

Waiver of breach of any provision of this contract shall not be deemed to be a waiver of any other breach and shall not be construed to be a modification of the terms of this contract. The provisions herein do not limit the Principal Contractor's/Owner's right to legal or equitable remedies.

6. Penalties for Fraud Misrepresentation or Material Misstatement

In accordance with the Code of Miami-Dade County, Section 2-8.4.1, any individual or corporation or other entity that attempts to meet its contractual obligations with the County through fraud, misrepresentation or material misstatement, shall have its contract with the County terminated, whenever practicable, as determined by the County. The County may terminate or cancel any other contracts which such individual or other subcontracted entity has with the County. Such individual or entity shall be responsible for all direct and indirect costs associated with such termination or cancellation, including attorney's fees. The foregoing notwithstanding, any individual or entity who attempts to meet its contractual obligations with the County through fraud, misrepresentation or material misstatement may be barred from County contracting for up to five (5) years.

7. Payment Settlement

If termination occurs, the Contractor will be paid for allowable costs incurred in carrying out activities required by this contract up to the date and time of termination.

- (C) **Equal Employment Opportunity.** 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), in accordance with Executive Order 11246, *Equal Employment Opportunity* (as amended), including amendments by Executive Order 13672 (prohibiting discrimination based on sexual orientation and gender identity), and implementing regulations at 41 CFR part 60, “Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor.”
- (D) **Davis Bacon Act** The Davis-Bacon Act is a federal law that requires payment of prevailing wage rates to laborers and mechanics on federal or federally assisted construction projects exceeding \$2,000. The Davis-Bacon Act is not applicable to the rehabilitation of a single-family residential project unless it involves 8 or more assisted units, in accordance with the terms of the federal funding agreement and 24 CFR 570.603.
- (E) **Contract Work Hours and Safety Standards Act (CWHASA)** (40 U.S.C. 3701-3708). Where applicable, all contracts awarded by the non-Federal entity in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704, 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 based on 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.
- (F) **Rights to Inventions Made under a Contract or Agreement.** If the Federal award meets the definition of “funding agreement” under 37 CFR 401.2 (a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that “funding agreement,” the recipient or subrecipient must comply with the requirements of 37 FR 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 awarding agency.
- (G) **Clean Air Act** (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as amended – Contracts and subgrants of amounts in excess of \$150,000 must contain a provision that requires the non-Federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA) see page

- (H) **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 government wide exclusions in the System for Award Management (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.” SA Exclusions 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.
- (I) **Byrd Anti-Lobbying Amendment** (31 U.S.C. 1352) – Contractors that apply or bid for an award exceeding \$100,000 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 an 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 (see full affidavit on page _____).

NONCOLLUSION AFFIDAVIT

STATE OF: _____

COUNTY OF: _____

_____, being first duly sworn, deposes and says that:

- (1) He/she is _____ of _____, the Bidder that has submitted the attached Bid.
- (2) Bidder has been fully informed regarding the preparation and contents of the attached Bid and of all pertinent circumstances regarding such Bid;
- (3) Such Bid is genuine and is not a collusion or sham Bid;
- (4) Neither the said Bidder nor any of its officers, partners, owners, agents, representatives, employees or parties in interest, including this affiant has in any way colluded, conspired, connived or agreed, directly or indirectly with any other Bidder, firm or person to submit a collusive or sham Bid in connection with the contractor for which the attached Bid has been submitted or to refrain from bidding in connection with such contract, or has in any manner, directly or indirectly, sought by agreement or collusion or communication or conference with any other Bidder, firm or person to fix the price or prices, profit or cost element of the Bid price or the Bid price of any other Bidder, or to secure through advantage against the _____ (Local Housing Agency) or any person interested in the proposed contract; and
- (5) The price or prices quoted in the attached Bid are fair and proper and are not tainted by any collusion, conspiracy, connivance or unlawful agreement on the part of the Bidder or any of its agents, representatives, owners, employees, or parties in interest, including this affiant.

(SIGNED) _____

Title

Subscribed and sworn to before me this
_____ day of _____, 20_____

My commission expires: _____

CERTIFICATION REGARDING LOBBYING

**Certification for Contracts, Grants, Loans and Cooperative Agreements
in excess of \$100,000**

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 of the 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 agreement in excess of \$100,000) 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 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.

Agency Name:

Employer ID #/FID #:

Full Address (including City, ST and Zip) and Email Address

Authorized Signature: _____

Print Name:

Title:

Date:

Check one, as applicable:

____ Contractor

____ Subcontractor

____ Other

(rev.09.17.2025)

AFFIRMATIVE ACTION STANDARDS

Contracts covered by the Notice and Specifications shall take affirmative action to ensure equal employment opportunity. Evaluation of contractor's compliance with the affirmative action standards shall be based on contractor's efforts to achieve maximum results from their actions. The contractor shall be required to provide documentary evidence of efforts to implement each of the 16 affirmative action steps outlined in the Specifications. Listed below are the 16 essential affirmative action steps, the efforts required to implement them and the records that should be maintained to document the contractor's efforts.

1. Contractors must maintain a working environment free of harassment, intimidation, and coercion at all sites and in all facilities at which the contractor's employees are assigned to work. The contractor, where possible, must assign 2 or more women to each construction project. The contractor shall specifically ensure that all forepersons, superintendents, and other on-site supervisory personnel are aware of and carry out the contractor's obligation to maintain such a working environment, with specific attention to minorities or women working at such sites or in such facilities.

To Demonstrate Compliance:

Contractor must have copies of memoranda to supervisory staff, or minutes or notes of staff meeting or EEO officer's meetings with supervisors to inform them of the contractor's obligation to maintain a working environment free of harassment, intimidation, and coercion and to where possible, assign two or more women to each construction project. Monitoring of work environment by EEO officer.

2. Contractors must establish and maintain a current list of minority and women's recruitment sources, provide written notification to minority and women's recruitment sources and to community organizations when the contractor or its unions have employment opportunities available, and maintain a record of the organization's responses.

To Demonstrate Compliance:

Contractors must have a current listing of recruitment sources for minority and women craft workers. It must have copies of recent letters to community resource groups or agencies specifying the contractor's employment opportunities and the procedures one should follow when seeking employment. It must note the responses receive and the results on the bottom or reverse of the letters or establish a follow-up file for each organization notified.

3. Contractors must maintain a current file of the name, address, and telephone number of each minority and/or women off-the-street applicant and minority and/or women referred from a union, recruitment source, or community organization, and of the action that was taken with respect to each individual. If such individual was sent to the union hiring hall for referral and was not referred back to the contractor by the union or, if referred, was not employed by the contractor, this shall be documented in the file with the reason, along with whatever additional actions the contractor may have taken.

To Demonstrate Compliance:

Contractors must have a file of the names, addresses, telephone numbers, and crafts of each minority and/or woman applicant showing the date of contact and whether or not the person was hired and (if

not) the reason; whether or not the person was sent to a union for referral and what happened; and follow-up contracts when the contractor was hiring.

4. Contractors must provide immediate written notification to the Director when the union or unions with which the contractor has a collective bargaining agreement failed to refer to the Contractor a minority or woman sent by the contractor, or when the contractor has other information that the union referral process impeded the contractor's efforts to meet its obligations.

To Demonstrate Compliance:

Contractors must have copies of letters sent to verify claim that the union is impeding the contractor's efforts to comply.

5. Contractors must develop on-the-job training opportunities or participate in training programs for the area that expressly includes minorities and women, including upgrading programs and apprenticeship and trainee programs relevant to the contractor's employment needs, especially those programs funded or approved by the Department of Labor. The contractor shall provide notices of those programs to the sources compiled under Item 2, above.

To Demonstrate Compliance:

Contractors must have records of contributions in cash, equipment supplied, or contractor personnel provided as instructors for approved Bureau of Apprenticeship and Training or Department of Labor funded training programs and records of the hiring and training of minorities and women from such programs. Supply copies of letters informing minority and women's recruitment sources or schools providing these training programs.

6. Contractors must disseminate their EEO policies by providing notices of the policy to unions and training programs and requesting their help in meeting its EEO obligations; by including it in any policy manual and collective bargaining agreement; by publicizing it in the company newspaper or annual report; by specific review of the policy with all management personnel and with all minority and women employees at least once a year; and by posting the company EEO policy on bulletin boards accessible to all employees at each location where construction work is performed.

To Demonstrate Compliance:

Contractors must have written EEO policies that include the name and contact information on the contractor's EEO officer and must (a) include the policy in any company policy manuals; (b) post a copy of the policy on all company bulletin boards (in the office and on all job sites); (c) put in records, such as reports or diaries, that each minority and woman employee is aware of the policy and that it has been discussed with them; (d) record that the policy has been discussed regularly at staff meetings; (e) make copies of newsletters and annual reports that include the policy; and (f) make copies of letters to unions and training programs requesting their cooperation in helping the contractor meet its EEO obligations.

Contractors must review, at least annually, the company's EEO policy and affirmative action obligations under these specifications with all employees having any responsibility for hiring, assignment, layoff, termination, or other employment decisions, including specific review of these items with on-site supervisory personnel such as superintendents and general forepersons prior to the initiation of work at any job site. Contractors must make and maintain a written record and maintain it to identify the time

and place of these meetings, persons attending, subject matter discussed, and disposition of the subject matter.

To Demonstrate Compliance:

Contractors must have written records (memoranda, diaries, minutes of meetings) identifying the time and place of meeting, persons attending, subject matter discussed, and disposition of subject matter.

8. Contractors must disseminate their EEO policies externally by including it in any advertising in the news media, specifically including minority and women's policy with other contractors and subcontractors with whom the contractor does or anticipates doing business.

To Demonstrate Compliance:

Contractors must have copies of (a) letters sent, at least every 6 months or at the start of each new major contract, to all recruiting sources (including labor unions and training programs) requiring compliance with the policy; (b) advertisement that has the EEO "tagline" on the bottom; and (c) letters to subcontractors and suppliers, at least at the time of the subcontract is signed, requiring compliance with the policy.

9. Contractors must direct recruitment efforts, both oral and written, to minority, women and community organizations, to schools with minority and women students, and to minority and women's recruitment and training organizations serving the contractor's recruitment area and employment needs. Not later than one (1) month prior to the date for acceptance of applications for apprenticeship or other training by any recruitment source, the contractor will send written notification to such organizations, describing the openings, screening procedures, and tests to be used in the selection process.

To Demonstrate Compliance:

Contractors must have written records of contacts (written communications, telephone calls, or personal meetings) with minority and women's community organizations and recruitment's sources, and schools and training organizations, specifying the date(s), individuals contacted, results of the contact, and any follow-up. It must have copies of letters sent to these organizations at least one (1) month prior to the acceptance of applications for training (apprenticeship or other) describing the openings, screening procedures, and tests to be used in the selection process.

10. Contractors must encourage minority and women employees to recruit other minority persons and women and provide, where reasonable, school, summer and vacation employment to minority and female youth both on-site and in other areas of the workforces.

To Demonstrate Compliance:

Contractors must have copies of diaries, telephone logs, or memoranda indicating contacts (written and oral) with minority and women employees requesting their assistance in recruiting other minorities and women, and record results. If contractors normally provide after-school, summer, and vacation employment, it must have copies of letters to organizations under Item 9 describing those opportunities and must have responses received and results noted on letters or in a follow-up file.

11. Contractors must validate all tests and other selection requirements where there is an obligation to do so under CFR 60-3.

To Demonstrate Compliance:

Contractors must have evidence in the form of correspondence, or certificates that all tests, interviews and selection procedures used by the contractor, a craft union, or Joint Apprenticeship Committee meet the requirements in the OFCCP testing and selection guidelines.

12. Contractors must conduct, at least annually, an inventory evaluation (at least) of all minority and women personnel for promotional opportunities and encourage these employees to seek or to prepare for such opportunities by appropriate training.

To Demonstrate Compliance:

Contractors must have written records (memo, letters, personnel files, etc.) showing that the company conducts annual reviews of minority and female personnel for promotional opportunities and notifies these employees of training opportunities (formal or on-the-job) and encourages their participation.

13. Contractors must ensure that seniority practices, job classifications, work assignments, and other personnel practices do not have a discriminatory effect, by continually monitoring all personnel and employment related activities to insure that the EEO policy and the Contractor's obligations under these specifications are being carried out.

To Demonstrate Compliance:

Contractors must have evidence (letter, memos, personnel files, reports) that: (a) the activity under Item 12, above, has been carried out; (b) any collective bargaining agreements have an EEO clause and the provisions do not operate to exclude minorities and women; (c) the EEO officer reviews all monthly workforce reports, hiring, terminations, and training provided on the job; (d) the EEO officer's job description identifies his or her responsibility for monitoring all employment activities for discriminatory effects; and (e) the contractor has initiated corrective action whenever the contractor has identified a possible discriminatory effect.

14. Contractors must ensure that all facilities and company activities are nonsegregated, except for providing separate or single-user toilets and necessary changing facilities to assure privacy between the sexes.

To Demonstrate Compliance:

Contractors must have incorporated the "Certification of Nonsegregated Facilities" from the contractors federally involved contract documents into all subcontracts and purchase order; have records that announcements of parties, picnics, etc. have been posted and have been available to all employees; have written copies of contracts (written or verbal) with supervisory staff regarding the provision of adequate toilet and changing facilities to assure privacy between the sexes.

15. Contractors must document and maintain a record of all solicitations of offers for subcontractors from minority and female construction contractors and suppliers, including circulation of solicitations to minority and women's contractor associations and other business associations.

To Demonstrate Compliance:

Contractors must have copies of letters or other direct solicitation of bids for subcontractors or joint ventures from minority or women contractors with a record of specific responses and any follow-up the contractor has done to obtain a price quotation or to assist a minority or female contractor in preparing

or reducing a price quotation; have a list of all minority or female subcontracts awarded or joint ventures participated in with dollar amounts; have copies of solicitations sent to minority and women's contractor associations or other business associations.

16. Contractors must conduct a review, at least annually, of all supervisors' adherence to and performance under the contractor's EEO policies and affirmative action obligations.

To Demonstrate Compliance:

Contractors must have copies of memos, letters, reports, minutes of meeting, or interviews with supervisors regarding their employment practices as they relate to the contractor's EEO policy and affirmative action obligations, and written evidence that supervisors were notified when their employment practices adversely or positively impacted on the contractor's EEO and affirmative action posture.

Initials

OTHER REQUIRED CERTIFICATIONS

A. EQUAL EMPLOYMENT OPPORTUNITY

The Bidder/Contractor represents that it has [] / has not [] participated in a previous contract or subcontract subject to the Equal Opportunity Clause prescribed by Executive Order 11246, as amended, and the implementing regulations at 41 CFR Chapter 60; that it has [] / has not [] filed all required compliance reports; and that it will obtain similar representations signed by proposed subcontractors prior to subcontract awards.

The contractor shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, national origin, disability, or status as a protected veteran. The contractor shall take affirmative action to ensure equal employment opportunity in all aspects of employment, including but not limited to: recruitment, hiring, promotion, demotion, transfer, layoff or termination, rates of pay, benefits, and training, including apprenticeship.

The contractor shall post in conspicuous places, available to employees and applicants, notices provided by the Government setting forth the provisions of this nondiscrimination clause. All solicitations or advertisements for employees shall state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, national origin, disability, or protected veteran status.

For Contracts not subject to Executive Order 11246:

In carrying out the contract, the contractor shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, national origin, disability, or status as a protected veteran.. The contractor shall take affirmative action to ensure that applicants for employment are employed, and that employees are treated during employment, without regard to their race, color religion, sex, or national origin. Such action shall include, but not limited to, advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor shall post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Government setting for the provisions of the nondiscrimination clause. The contractor shall state that all qualified candidates will receive consideration for employment without regard to race, color, religion, sex, or national origin.

For Contracts who are subject to Executive Order 11246, see page [42-43](#)



B. COPELAND ANTI-KICKBACK

By submission of a bid, the bidder certifies compliance with the Copeland 'Anti-Kickback' Act (18 U.S.C. 874; 29 CFR Part 3). The Act prohibits any contractor or subcontractor 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 they are otherwise entitled. Current procurement standards applicable to federally funded projects are set forth in 2 CFR Part 200

C. FULL DISCLOSURE BY THE CONTRACTOR/BIDDER REGARDING WHETHER IT ANTICIPATES BEING OR IS DEBARRED, SUSPENDED, OR PROPOSED FOR DEBARMENT BY THE FEDERAL GOVERNMENT, STATE OF FLORIDA, OR MIAMI-DADE COUNTY AT TIME OF AWARD.

This certification applies to a contract or subcontract in excess of \$25,000.

By submission of an offer, the bidder certifies that it has provided full disclosure in writing to _____ (name of implementing agency) whether as of the anticipated time of award of any contract resulting from this solicitation; it anticipates that it or its principals will be debarred, or proposed for debarment by the Federal Government, State of Florida, or Miami-Dade County.

By commencing performance of the Contract work, the selected contractor certifies that it has made full disclosure in writing to _____ (name of implementing agency) as to whether as of the time of award it or any of its principals is debarred, suspended, or proposed for debarment by the Federal Government, State of Florida, or Miami-Dade County.

D. NONDISCRIMINATION CLAUSE

Section 109, Housing and Community Development Act of 1974

No person in the United States shall on the ground of race, color, national origin, religion or sex be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity funded in whole or in part with funds available under Section 109, Housing and Community Development Act of 1974.

E. AGE DISCRIMINATION ACT OF 1975, AS AMENDED

Non-discrimination on the Basis of Age

No qualified person shall on the basis of age be excluded from participation in, be denied the benefits of, or otherwise be subjected to discrimination under any program or activity which receives or benefits from Federal assistance.

F. SECTION 504 OF THE REHABILITATION ACT OF 1973, AS AMENDED

Non-discrimination on the Basis of Handicap

No qualified handicapped person shall, on the basis of handicap be excluded from participation in, be denied the benefits of, or otherwise be subjected to discrimination under any program or activity which receives or benefits from Federal assistance.

G. **DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION PROSPECTIVE TIER AND/OR LOWER TIER TRANSACTIONS**

By submission of the document, the prospective tier and lower tier participants certify, that:

1. Neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction, by any Federal department or agency.
 - a. Have not within a three-year period preceding this application been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
 - b. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and
 - c. Have not within a three-year period preceding this application had one or more public transactions (Federal, State, or local) terminated for cause or default; and
2. Where the prospective tier or lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

Agency Name:

Employer ID #/FID #:

Full Address (including City, ST and Zip) and Email Address

Authorized Signature: _____

Print Name:

Title:

Date:

Check one, as applicable:

Contractor

Subcontractor

Other

**CERTIFICATION REGARDING
DRUG-FREE WORKPLACE**
(GRANTEES OTHER THAN INDIVIDUALS)

As required by the Drug-Free Workplace Act of 1988 (41 U.S.C. §§ 8101–8106) and implementing regulations at 2 CFR Part 182, the applicant certifies that it will or will continue to provide a drug-free workplace by:

- A. The applicant certifies that it will or will continue to provide a drug-free workplace by:
- (a) Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the grantee’s workplace and specifying the actions that will be taken against employees for violation of such prohibition;
 - (b) Establishing an on-going drug-free awareness program to inform employees about:
 - (1) The dangers of drug abuse in the workplace;
 - (2) The grantee’s policy of maintaining a drug-free workplace;
 - (3) Any available drug counseling, rehabilitation, and employee assistance programs; and
 - (4) The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;
 - (c) Making it a requirement that each employee to be engaged in the performance of the grant be given a copy of the statement required by paragraph (a);
 - (d) Notifying the employee in the statement required by paragraph (a) that, as a condition of employment under the grant, the employee will
 - (1) Abide by the terms of the statement; and
 - (2) Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five calendar days after such conviction;
 - (e) Notifying the agency in writing, within 10 calendar days after receiving notice under subparagraph (d)(2) from an employee or otherwise receiving actual notice of such conviction
 - (f) Taking one of the following actions, within 30 calendar days of receiving notice under subparagraph (d)(2), with respect to any employee who is so convicted

- (1) Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or
- (2) Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency;

Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs (a), (b), (c), (d), (e), and (f).

B. The Grantee may insert in the space provided below the site(s) for the performance of work done in connection with the specific grant:

Place of Performance (Street address, city, county, state, zip code)

Check if there are workplaces on file that are not identified here.

Agency Name:

Employer ID #/FID #:

Full Address (including City, ST and Zip) and Email Address

Authorized Signature:

Print Name:

Title:

Date:

Check one, as applicable:

Contractor

Subcontractor

Other

**INSTRUCTIONS REGARDING
DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION – LOWER TIER COVERED
TRANSACTIONS**

INSTRUCTIONS FOR CERTIFICATION
LISTED ON PAGE 24

1. By signing and submitting this document, the prospective tier and/or lower tier participants are providing the certification set out below.
2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective tier and/or lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.
3. The prospective tier and/or lower tier participant shall provide immediate written notice to the person to whom this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
4. The terms covered transaction, debarred, suspended, ineligible, lower tier covered transaction, participant, person, primary covered transaction, principal, proposal and voluntarily excluded, as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing 2 CFR Part 180 . You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations.
5. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.
6. The prospective tier and or lower tier participant further agrees by submitting this proposal that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion – Lower Tier Covered Transaction, without modification, in all lower tier covered transactions.
7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals.

- 8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

- 9. Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transactions in addition, to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

Agency Name:

Employer ID #/FID #:

Full Address (including City, ST and Zip) and Email Address

Authorized Signature: _____

Print Name:

Title:

Date:

Check one, as applicable:

Contractor

Subcontractor

Other



EQUAL EMPLOYMENT OPPORTUNITY FOR PROTECTED VETERANS

The contractor will not discriminate against any employee or applicant for employment because he or she is a protected veteran regarding any position for which the employee or applicant for employment is qualified. The contractor agrees to take affirmative action to employ, advance in employment, and otherwise treat qualified individuals without discrimination based on their status as a protected veteran in all employment practices, including the following:

- I. recruitment, advertising, and job application procedures;
- II. hiring, upgrading, promotion, award of tenure, demotion, transfer, layoff, termination, right of return from layoff and rehiring;
- III. rates of pay or any other form of compensation and changes in compensation;
- IV. job assignments, job classifications, organizational structures, position descriptions, lines of progression, and seniority lists;
- V. leaves of absence, sick leave, or any other leave;
- VI. fringe benefits available by virtue of employment, whether or not administered by the contractor;
- VII. selection and financial support for training, including apprenticeship and on-the-job training under 38 U.S.C. 3687, professional meetings, conferences, and other related activities, and selection for leaves of absence to pursue training;
- VIII. activities sponsored by the contractor, including social or recreational programs; and
- IX. any other term, condition, or privilege of employment.

The contractor agrees to immediately list all employment openings which exist at the time of the execution of this contract, including those not generated by this contract and including those occurring at an establishment of the contractor other than the one wherein the contract is being performed, but excluding those of independently operated corporate affiliates, at an appropriate local employment service office of the state workforce agency wherein the opening occurs. Listing employment openings with the U.S. Department of Labor's job listing system shall satisfy the requirement to list jobs with the local employment service office.

Listing of employment openings with the employment service office pursuant to this clause shall be made at least concurrently with the use of any other recruitment source or effort and shall involve the normal obligations which attach to the placing of a bona fide job order, including the acceptance of referrals of veterans and non-veterans. The listing of employment openings does not require the hiring of any job applicants or from any particular group of job applicants, and nothing herein is intended to relieve the contractor from any requirements in Executive orders or regulations regarding nondiscrimination in employment.

Whenever the contractor becomes contractually bound to the listing provisions in paragraphs 2 and 3 of this clause, it shall advise the employment service agency in each state where it has establishments of the name and location of each hiring location in the state. If the contractor is contractually bound to these provisions and has so advised the state agency, there is no need to advise the state agency of subsequent contracts. The contractor may advise the state agency when it is no longer bound by this contract clause.

The provisions of paragraphs 2 and 3 of this clause do not apply to the listing of employment openings which occur and are filled outside of the 50 States, the District of Columbia, the Commonwealth of Puerto Rico, Guam, and the Virgin Islands.

As used in this clause:

I. All employment openings include all positions except executive and top management, those positions that will be filled from within the contractor's organization, and positions lasting three days or less. This term includes full-time employment, temporary employment of more than three days' duration, and part-time employment.

II. Executive and top management means any employee:

(a) whose primary duty consists of the management of the enterprise in which he or she is employed or of a customarily recognized department or subdivision thereof; and

(b) who customarily and regularly directs the work of two or more other employees therein; and

(c) who has the authority to hire or fire other employees or whose suggestions and recommendations as to the hiring or firing and as to the advancement and promotion or any other change of status of other employees will be given particular weight; and

(d) who customarily and regularly exercises discretionary powers; and

(e) who does not devote more than 20 percent, or, in the case of an employee of a retail or service establishment who does not devote as much as 40 percent, of his or her hours of work in the work week to activities which are not directly and closely related to the performance of the work described in (a) through (d). Provided, that (e) shall not apply in the case of an employee who is in sole charge of an independent branch establishment, or who owns at least a 20-percent interest in the enterprise in which he or she is employed.

III. Positions that will be filled from within the contractor's organization means employment openings for which no consideration will be given to persons outside the contractor's organization (including any affiliates, subsidiaries, and parent companies) and includes any openings which the contractor proposes to fill from regularly established "recall" lists. The exception does not apply to a particular opening once an employer decides to consider applicants outside of his or her own organization.

IV. Protected veteran means a disabled veteran, a recently separated veteran, an active duty wartime or campaign badge veteran, or an Armed Forces service medal veteran, as defined in 41 CFR 60-300.2.

The contractor agrees to comply with the rules, regulations, and relevant orders of the Secretary of Labor issued pursuant to the Act.

In the event of the contractor's non-compliance with the requirements of this clause, actions for non-compliance may be taken in accordance with the rules, regulations, and relevant orders of the Secretary of Labor issued pursuant to the Act.

The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices in a form prescribed by the Office of Federal Contract Compliance Programs, provided by or through the contracting officer. Such notice shall state the rights of applicants and employees as well as the contractor's obligation under the law to take affirmative action to employ and advance in employment qualified protected veterans. The contractor must ensure that applicants or employees who are disabled veterans are informed of the contents of the notice (e.g., the contractor may have the notice read to a visually disabled individual, or may lower the posted notice so that it might be read by a person in a wheelchair).

The contractor will notify each labor union or representative of workers with which it has a collective bargaining agreement or other contract understanding, that the contractor is bound by the terms of the Vietnam Era Veterans' Readjustment Assistance Act of 1974, as amended, and is committed to take affirmative action to employ and advance in employment qualified protected veterans.

The contractor will include the provisions of this clause in every subcontract or purchase order of \$150,000 or more unless exempted by rules, regulations, or orders of the Secretary issued pursuant to the Act, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the Office of Federal Contract Compliance Programs may direct to enforce such provisions, including action for non-compliance.

Agency Name:

Employer ID #/FID #:

Full Address (including City, ST and Zip) and Email Address

Authorized Signature: _____

Print Name:

Title:

Date:

Check one, as applicable:

Contractor

Subcontractor

Other

**EQUAL OPPORTUNITY
FOR WORKERS WITH DISABILITIES**

- 1) The contractor will not discriminate against any employee or applicant for employment because of a disability regarding any position for which the employee or applicant is qualified. The contractor agrees to take affirmative action to employ, advance in employment, and otherwise treat qualified individuals with disabilities without discrimination in all employment practices, including the following:
 - I. Recruitment, advertising, and job application procedures;
 - II. Hiring, upgrading, promotion, award of tenure, demotion, transfer, layoff, termination, right of return from layoff and rehiring;
 - III. Rates of pay or any other form of compensation and changes in compensation;
 - IV. Job assignments, job classifications, organizational structures, position descriptions, lines of progression, and seniority lists;
 - V. Leaves of absence, sick leave, or any other leave;
 - VI. Fringe benefits available by virtue of employment, whether or not administered by the contractor.
 - VII. Selection and financial support for training, including apprenticeship, professional meetings, conferences, and other related activities, and selection for leaves of absence to pursue training;
 - VIII. Activities sponsored by the contractor including social or recreational programs; and
 - IX. Any other term, condition, or privilege of employment.
- 2) The Contractor agrees to comply with the rules, regulations, and relevant orders of the Secretary of Labor issued pursuant to the Act.
- 3) In the event of the Contractor's non-compliance with the requirements of this clause, actions for non-compliance may be taken in accordance with the rules, regulations, and relevant orders of the Secretary of Labor issued pursuant to the Act.
- 4) The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices in a form to be prescribed by the Deputy Assistant Secretary for Federal Contract Compliance Programs, provided by or through the contracting officer. Such notice shall state the rights of applicants and employees as well as the contractor's obligation under the law to take affirmative action to employ and advance in employment qualified employees and applicants with disabilities. The contractor must ensure that applicants or employees with disabilities are informed of the contents of the notice (e.g., the contractor may have the notice read to a visually disabled individual, or may lower the posted notice so that it might be read by a person in a wheelchair).
- 5) The Contractor will notify each labor union or representative of workers with which it has a collective bargaining agreement or other contract understanding, that the contractor is bound by the terms of Section 503 of the Rehabilitation Act of 1973, as amended, and is committed to take affirmative action to employ and advance in employment individuals with physical or mental disabilities.
- 6) The Contractor will include the provisions of this clause in every subcontract or purchase order in excess of \$15,000.00, unless exempted by rules, regulations, or orders of the Secretary issued pursuant to Section

503 of the Act, as amended, 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 Deputy Assistance Secretary for Federal Contract Compliance Programs may direct to enforce such provisions, including action for non-compliance

Agency Name:

Employer ID #/FID #:

Full Address (including City, ST and Zip) and Email Address

Authorized Signature:

Print Name:

Title:

Date:

Check one, as applicable:

Contractor

Subcontractor

Other

NOTICE OF REQUIREMENT FOR NONDISCRIMINATION AND AFFIRMATIVE ACTION
(Title VII of the Civil Rights Act, Section 503 of the Rehabilitation Act, VEVRAA, and other applicable laws)

The Offeror's or Bidder's attention is called to the nondiscrimination requirements set forth in Title VII of the Civil Rights Act of 1964, as amended; the Americans with Disabilities Act of 1990, as amended; Section 503 of the Rehabilitation Act of 1973, as amended; and the Vietnam Era Veterans' Readjustment Assistance Act of 1974, as amended (VEVRAA), and the implementing regulations of the Department of Labor at 41 CFR Parts 60-300 and 60-741.

The Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex (including pregnancy, sexual orientation, and gender identity), national origin, age, disability, or status as a protected veteran. The Contractor agrees to take affirmative action to employ, advance in employment, and otherwise treat qualified individuals without discrimination in all employment practices, including but not limited to:

- recruitment, advertising, and job application procedures;
- hiring, upgrading, promotion, demotion, transfer, layoff, termination, return from layoff, and rehiring;
- rates of pay or other forms of compensation;
- job assignments, classifications, descriptions, lines of progression, and seniority lists;
- leaves of absence, sick leave, or any other leave;
- fringe benefits available by virtue of employment, whether or not administered by the contractor;
- training, apprenticeships, professional meetings, and related activities;
- activities sponsored by the contractor, including social or recreational programs; and
- any other term, condition, or privilege of employment.

The Contractor shall comply with all applicable rules, regulations, and orders of the Secretary of Labor issued pursuant to Section 503 and VEVRAA, including job listing requirements with the appropriate State workforce agency.

The Contractor shall provide written notification to the Director of the Office of Federal Contract Compliance Programs (OFCCP) within 10 working days of award of any construction subcontract in excess of \$150,000. The notification shall include the name, address, and telephone number of the subcontractor; employer identification number; estimated dollar amount of the subcontract; estimated starting and completion dates of the subcontract; and the geographical area in which the work is to be performed.

The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices in a form prescribed by OFCCP. Such notices shall state the rights of applicants and employees, as well as the Contractor's obligation under the law to take affirmative action. The Contractor must ensure that applicants and employees with disabilities, or those who are visually or otherwise impaired, are able to access the contents of the notice.

The Contractor will notify each labor union or representative of workers with which it has a collective bargaining agreement or other contract understanding that the Contractor is bound by the terms of the applicable nondiscrimination and affirmative action requirements.

The Contractor will include the provisions of this clause in every subcontract or purchase order in excess of \$150,000, unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to Section 503 or VEVRAA. The Contractor will take such action with respect to any subcontract or purchase order as OFCCP may direct to enforce such provisions, including action for non-compliance.



STANDARD FEDERAL NONDISCRIMINATION AND AFFIRMATIVE ACTION CONSTRUCTION CONTRACT SPECIFICATIONS

(Title VII of the Civil Rights Act, Americans with Disabilities Act, Section 503 of the Rehabilitation Act, VEVRAA, and other applicable laws)

1. Definitions

- a. "Covered area" means the geographical area described in the solicitation from which this contract resulted.
- b. "Director" means the Director of the Office of Federal Contract Compliance Programs (OFCCP), U.S. Department of Labor, or any person to whom the Director delegates authority.
- c. "Employer Identification Number" means the Federal Social Security number used on the Employer's Quarterly Federal Tax Return (Form 941).
- d. "Protected veteran" means a disabled veteran, recently separated veteran, active duty wartime or campaign badge veteran, or Armed Forces service medal veteran, as defined at 41 CFR Part 60-300.2.
- e. "Individual with a disability" means any qualified person with a disability as defined under Section 503 of the Rehabilitation Act (41 CFR Part 60-741.2) and the Americans with Disabilities Act.

2. Subcontract Inclusion

Whenever the Contractor, or any Subcontractor at any tier, subcontracts a portion of the work involving any construction trade, it shall include in each subcontract in excess of \$15,000 the provisions of these specifications and this clause so that such provisions will be binding upon each subcontractor or vendor.

3. Affirmative Action Obligations

The Contractor shall take affirmative action to employ and advance in employment minorities, women, protected veterans, and qualified individuals with disabilities. Compliance shall be based on implementation of the nondiscrimination clauses of Title VII, Section 503, VEVRAA, and related regulations at 41 CFR Parts 60-300 and 60-741.

4. Good Faith Efforts

The Contractor shall make good faith efforts to ensure equal employment opportunity for all covered groups. The transfer of employees between projects or contractors for the sole purpose of meeting participation expectations shall be a violation of these specifications.

5. Union Agreements

Neither the provisions of any collective bargaining agreement, nor the failure by a union to refer applicants, shall excuse the Contractor's obligations under these specifications or the laws cited above.

6. Apprentices and Trainees

In order for the nonworking training hours of apprentices and trainees to be counted toward affirmative action obligations, the Contractor must employ such individuals during the training period and have a commitment to employ them at completion of training, subject to available opportunities.

7. Specific Affirmative Action Steps

The Contractor shall take affirmative action steps at least as extensive as the following:

- a. Maintain a work environment free of harassment, intimidation, and coercion at all sites and facilities. Supervisors shall be trained to enforce this policy.
- b. Establish and maintain a current list of minority, female, veteran, and disability recruitment sources, notify these sources of available opportunities, and maintain records of responses.
- c. Maintain a file of all applicants, referrals, and actions taken, including reasons for non-selection.
- d. Notify OFCCP when a union fails to refer applicants in a nondiscriminatory manner or otherwise impedes compliance.
- e. Develop or participate in training programs for minorities, women, veterans, and individuals with disabilities, including apprenticeships and Department of Labor-approved programs.
- f. Disseminate the Contractor's equal opportunity policy internally (to employees and supervisors) and externally (to unions, subcontractors, suppliers, and in job advertisements).
- g. Review annually all employment practices with supervisory personnel to ensure nondiscrimination and affirmative action obligations are understood and carried out.
- h. Advertise in general circulation and minority/female-focused media when recruiting.
- i. Direct recruitment efforts toward schools, community organizations, and training groups serving minorities, women, veterans, and individuals with disabilities.
- j. Encourage current employees from underrepresented groups to assist in recruitment, including youth employment programs where feasible.
- k. Validate all tests and selection requirements where required under 41 CFR Part 60-3 (Uniform Guidelines on Employee Selection Procedures).
- l. Conduct annual reviews of minority, female, veteran, and disability personnel for promotion opportunities and encourage training/preparation for advancement.

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- m. Monitor seniority, job classifications, work assignments, and other practices to ensure nondiscrimination.
- n. Ensure that facilities and company activities are nonsegregated, except where separate facilities are necessary for privacy.
- o. Document all solicitations to minority-, female-, veteran-, and disability-owned subcontractors and suppliers.
- p. Conduct annual reviews of supervisory performance in carrying out equal opportunity policies.

8. Participation in Voluntary Programs

Contractors are encouraged to participate in associations or programs that promote training and employment of minorities, women, veterans, and individuals with disabilities. Participation does not relieve the Contractor of its individual obligations.

9. Equal Opportunity Across All Groups

A single obligation exists for minorities, a single obligation for women, and parallel obligations for protected veterans and individuals with disabilities. The Contractor is required to ensure nondiscrimination across all categories and may not focus only on some groups while underutilizing others.

10. Prohibited Practices

The Contractor shall not use affirmative action steps or goals as a basis to discriminate against any applicant or employee on the basis of race, color, religion, sex, national origin, disability, age, or veteran status.

11. Debarment

The Contractor shall not enter into any subcontract with any firm debarred, suspended, or declared ineligible under federal law.

12. Sanctions

The Contractor shall carry out sanctions and penalties for violations of these specifications or the nondiscrimination clauses, including suspension or termination of subcontracts, as may be imposed under Title VII, Section 503, VEVRAA, or their implementing regulations.

13. Monitoring and Compliance

The Contractor shall implement the steps outlined in paragraph 7 to achieve measurable results. If the Contractor fails to comply, OFCCP may pursue enforcement actions consistent with 41 CFR Parts 60-300 and 60-741.

14. Responsible Official

The Contractor shall designate an official responsible for monitoring all employment-related activity, submitting reports as required, and maintaining records. Such records shall include, at a minimum: name, address, social security number (or unique ID), race, sex, veteran/disability status, job classification, compensation, hours worked, and employment actions taken.

15. Other Laws

Nothing in these specifications limits the application of other federal, state, or local laws that impose different or additional nondiscrimination or hiring requirements, including local hiring programs under federally funded initiatives.

EQUAL EMPLOYMENT OPPORTUNITY CLAUSE

(Title VII, Americans with Disabilities Act, Section 503 of the Rehabilitation Act, and VEVRAA)

The applicant hereby agrees that it will incorporate, or cause to be incorporated, into any contract for construction work, or modification thereof, which is paid in whole or in part with federal funds, federally guaranteed funds, or undertaken pursuant to any federal program, the following equal employment opportunity clauses:

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

1. The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex (including pregnancy, sexual orientation, and gender identity), national origin, age, disability, or status as a protected veteran. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to these protected categories. Such action shall include, but not be limited to: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.
2. The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, national origin, age, disability, or protected veteran status.
3. The contractor will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding a notice to be provided, advising the labor union or workers' representative of the contractor's commitments under applicable federal nondiscrimination and affirmative action laws, including Title VII, the ADA, Section 503, and VEVRAA, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
4. The contractor will comply with all provisions of the Civil Rights Act of 1964, the Americans with Disabilities Act of 1990, Section 503 of the Rehabilitation Act of 1973, VEVRAA (38 U.S.C. § 4212), and the regulations and relevant orders of the Secretary of Labor issued thereunder, including 41 CFR Parts 60-300 and 60-741.
5. The contractor will furnish all information and reports required by the above-referenced laws and regulations, and will permit access to its books, records, and accounts by the contracting agency and the Office of Federal Contract Compliance Programs (OFCCP) for purposes of investigation to ascertain compliance.
6. In the event of the contractor's noncompliance with the nondiscrimination clauses of this

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contract or with any of such laws, 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 in accordance with applicable procedures. Other sanctions and remedies provided by law may also be imposed.

7. The contractor will include the portion of the sentence immediately preceding paragraph 1 and the provisions of paragraphs 1 through 7 in every subcontract or purchase order in excess of \$15,000, unless exempted by rules, regulations, or orders of the Secretary of Labor, 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 contracting agency may direct as a means of enforcing such provisions, including sanctions for noncompliance. Provided, however, that in the event the contractor becomes involved in, or threatened with, litigation with a subcontractor or vendor as a result of such direction by the contracting agency, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

Agency Name:

Employer ID #/FID #:

Full Address (including City, ST and Zip) and Email Address

Authorized Signature: _____

Print Name:

Title:

Date:

Check one, as applicable:

Contractor

Subcontractor

Other

CERTIFICATION OF NONSEGREGATED FACILITIES

1. "Segregated facilities," as used in this provision, means any waiting rooms, work areas, rest rooms and wash rooms, restaurants and other eating areas, time clocks, locker rooms and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing facilities provided for employees, that are segregated by explicit directive or are in fact segregated on the basis of race, color, religion, or national origin, because of habit, local custom, or otherwise.

2. By the submission of an offer, the bidder certifies that it does not and will not maintain or provide for its employees any segregated facilities at any of its establishment, and that it does not and will not permit its employees to perform their services at any location under its control where segregated facilities are maintained. The bidder agrees that a breach of this certification is a violation of the Equal Opportunity clause of the contract.

3. By submission of the bid, the bidder further agrees that (except where it has obtained identical certifications from proposed subcontractors for specific time periods) it will:
 - a. Obtain identical certifications from proposed subcontractors before the award of subcontracts under which the subcontractor will be subject to the Equal Opportunity clause;
 - b. Retain such certifications in its files; and
 - c. Forward this certification and the attached **NOTICE TO PROSPECTIVE SUBCONTRACTORS OF REQUIREMENT FOR CERTIFICATION OF NONSEGREGATED FACILITIES** to proposed subcontractors.
 - d. By commencing performance of the Contract work, the selected contractor certifies to the Nonsegregated Facilities provisions above.

Note: The penalty for making false statements in offers is prescribed in 18 U.S.C. 1001

Agency Name:

Employer ID #/FID #:

Full Address (including City, ST and Zip) and Email Address

Authorized Signature: _____

Print Name:

Title:

Date:

Check one, as applicable:

_____ **Contractor**

_____ **Subcontractor**

_____ **Other**

NOTICE TO PROSPECTIVE SUBCONTRACTORS OF REQUIREMENT FOR CERTIFICATION OF NON-SEGREGATED FACILITIES

A Certification of Nonsegregated Facilities, as required by the May 9, 1967, order (32 F.R. 7439, May 19, 1967) on Elimination of Segregated Facilities by the Secretary of Labor, must be submitted prior to the award of a subcontract exceeding \$10,000, which is not exempt from the provisions of the Equal Opportunity Clause. The certification may be submitted either for each subcontract or for all subcontracts during a period (i.e., quarterly, semiannually, annually).

Note: The penalty for making false statements in offers is prescribed in 18 U.S.C. 1001

Agency Name: <input type="text"/>	Employer ID #/FID #: <input type="text"/>
---	---

Full Address (including City, ST and Zip) and Email Address

Authorized Signature: _____

Print Name: <input type="text"/>	Title: <input type="text"/>
--	---------------------------------------

Date:

Check one, as applicable:
 Contractor Subcontractor Other

NOTICE OF REQUIREMENT
CLEAN WATER, CLEAN AIR, EXECUTIVE ORDER (E.O.) 11738
AND EPA REGULATIONS PROVISION

This agreement is subject to the requirements of the Clean Air Act, as amended, 42 USC 1857 et seq., the Federal Pollution Control Act, as amended, 33 USC 1251 et seq. and the regulations of the Environmental Protection Agency with respect thereto, at 40 CFR Part 15, as amended from time to time. The Contractor and any of its subcontractors for work funded under this Agreement, which is in excess of \$150,000, agree to the following requirements:

1. Any facility to be utilized in the performance of this proposed contract has () , has not () been listed on the Environmental Protection Agency List of Violating Facilities;
2. The contractor or any of its subcontractors agree to comply with all the requirements of Section 114 of the Clean Air Act, as amended (42 ISC 1857c-8) and Section 308 of the Federal Water Pollution Control Act, as amended, (33 USC 1318) relating to inspection, monitoring, entry, reports, and information, as well as all other requirements specified in said Section 114 and Section 308, and all regulations and guidelines issued thereunder;
3. The contractor or any of its subcontractors agree that, as a condition for the award of the contract, prompt notice will be given of any notification received from the Director, Office of Federal Activities, Environmental Protection Agency (EPA) indicating that a facility utilized or to be utilized for the contract is under consideration to be listed on the EPA list of Violating Facilities; and
4. The Contractor or any of its subcontractors agree that he will include or cause to be included the criteria and requirements in paragraph 1 through 4 of this section in every nonexempt sub-contract and that the Contractor will take such action as the Government may direct as a means of enforcing such provisions.
5. The bidder certifies that he/she will comply with all applicable standards, orders or regulations issued pursuant to the clean Air Act of 1970 (42 U.S.C. 1857 et seq.) and the Federal Water Pollution Control Act (33 U.S.C. 1251 et seq.) as amended and with the Lead-Based Paint Poisoning Prevention Act (Public Law 91-695). All applicable rules and orders of the Federal Government issued there under prior to the execution of the contract, shall be binding upon the prime bidder, its subcontractors, and assignees. Violations by contractors will be reported to the U.S. Department of Housing and Urban Development and the Regional Office of the Environmental Protection Agency.

Agency Name:

Employer ID #/FID #:

Full Address (including City, ST and Zip) and Email Address

Authorized Signature: _____

Print Name:

Title:

Date:

SWORN STATEMENT PURSUANT TO SECTION 287.133 (3) (a)
FLORIDA STATUTES ON PUBLIC ENTITY CRIMES

THIS FORM MUST BE SIGNED AND SWORN TO IN THE PRESENCE OF A NOTARY PUBLIC OR OTHER OFFICIAL AUTHORIZED TO ADMINISTER OATHS

1. This form statement is submitted to _____

by _____

(Print individual's name and title)

For _____

(Print name of entity submitting sworn statement)

whose business address _____

and if applicable its Federal Employer Identification Number (FEIN) is _____ If the entity has not FEIN, include the Social Security Number of the individual signing this sworn statement.

2. I understand that a "public entity crime" as defined in paragraph 287.133(1)(g), Florida Statutes, means a violation of any state or federal law by a person with respect to an directly related to the transactions of business with any public entity or with an agency or political subdivision of any other state or with the United States, including, but not limited to any bid or contract for goods or services to be provided to public entity or agency or political subdivision of any other state or of the United States and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misinterpretation.
3. I understand that "convicted" or "conviction" as defined in Paragraph 287.133(1) (b), Florida Statutes, means a finding of guilt or a conviction of a public entity crime, with or without an adjudication of guilt, in an federal or state trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of a jury verdict, non-jury trial, or entry of a plea of guilty or nolo contendere.
4. I understand that an "Affiliate" as defined in paragraph 287.133(1) (a), Florida Statutes means:
 - a) A predecessor or successor of a person convicted of a public entity crime, or

- b) An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term "affiliate" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The ownership by one person of shares constituting a controlling interest in another person, or a *pooling* of equipment or income among persons when not for fair market value under an arm's length agreement, shall be a prima facie case that one person controls another person. A person who knowingly enters a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months shall be considered an affiliate.
5. I understand that a "person" as defined in Paragraph 287.133(1) (e), Florida Statutes, means any natural person or entity organized under the laws of any state or of the United States within the legal power to enter into a binding contract and which bids or applies to bid on contracts for the provision of goods or entity. The term "person" includes those officers, executives, partners, shareholders, employees, members, and agents who are active in management of an entity
6. Based on information and belief, the statement which I have marked below is true in relation to the entity submitting this sworn statement. (Please indicate which statement applies.)

_____ Neither the entity submitting sworn statement, nor any of its officers, director, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, nor any affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989.

_____ The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, or an affiliate of the entity, or an affiliate of the entity had been charged with and convicted of a public entity crime subsequent to July 1, 1989, AND (please indicate which additional statement applies).

_____ The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, nor any affiliate of the entity has been charged with and convicted of a public entity crime subsequent proceeding before a Hearing Officer of the State of the State of Florida, Division of Administrative Hearings and the Final Order entered by the Hearing Officer determined

that it was not in the public interest to place the entity submitting this sworn statement on the convicted vendor list. (attach a copy of the final order).

I UNDERSTAND THAT THE SUBMISSION OF THIS FORM TO THE CONTRACTING OFFICER FOR THE PUBLIC ENTITY IDENTIFIED IN PARAGRAPH 1 (ONE) ABOVE IS FOR THAT PUBLIC ENTITY ONLY AND THAT THIS FORM IS VALID THROUGH DECEMBER 31 OR THE CALENDAR YEAR IN WHICH IT IS FILED. I ALSO UNDERSTAND THAT I AM REQUIRED TO INFORM THAT PUBLIC ENTITY PRIOR TO ENTERING INTO A CONTRACT IN EXCESS OF THE THRESHOLD AMOUNT PROVIDED IN SECTION 287.017 FLORIDA STATUTES FOR A CATEGORY TWO OF ANY CHANGE IN THE INFORMATION CONTAINED IN THIS FORM.

(Signature)

Sworn to and subscribed before me this _____ day of _____, 20____.

Personally known _____

Or produced identification _____ Notary Public-State of _____

_____ My commission expires _____
(Type of identify cation)

(Printed, typed or stamped commissioned name of notary public)

HOUSING AND COMMUNITY DEVELOPMENT

Agreement

To Authorize Examination of Records and Adhere to Records Retention Requirements

The undersigned agrees to the stipulations noted below for all work, materials, and services provided under this **agreement** dated _____ and/or for all other third-party agreements/contracts for labor, materials, and services related to the work covered by this agreement for the project/activity.

The undersigned shall ensure, and shall require all parties with whom it contracts to ensure, that Miami-Dade County, the Department of Housing and Urban Development, or Comptroller General of the United States, or any of their duly authorized representatives shall, have access to and the right to examine any of the following **records** from the awardee, sub-recipient, developer, contractor, subcontractor, suppliers and/or any other entity involved in any capacity in the above-referenced project/activity, for seven (7) years after final payment under contract. Records shall include, but are not limited to, the following:

Contracts, sub-contracts, audits, financial books, ledgers, copies of canceled checks (front and back), wire transfer confirmations, payment requests (draws), invoices, receipts, drawings, maps, pamphlets, designs, electronic tapes, computer drives and diskettes, other media storage, pertinent books, documents, papers, or other records—whether physical, electronic, or in any form-- involving transactions related to this contract for the purpose of making audits, examinations, excerpts, and transcriptions.

The awardee, sub-recipient, developer, contractor, sub-contractor, sub-tier, suppliers and or any other entity involved in any capacity in the above-referenced project shall adhere to the following **records retention** requirements:

- a) Maintain, and require that its sub-contractors and suppliers maintain complete and accurate records to substantiate compliance with the requirements set forth in the contract/agreement documents for this project.
- b) The undersigned shall retain such records, and all other documents related to the services and materials furnished for this project, for a period of three (3) years from the completion of the activity or project.

Other information:

- a) The County may conduct unannounced visits to offices, satellite offices, work sites, supplier warehouse, etc. of all entities involved in any capacity in the above-referenced project.
- b) Pursuant to the contract, there may be additional records requirement not listed in this agreement.

Entity Name:

Employer ID #/FID #:

Full Address (including City, ST and Zip) and Email Address

Signature: _____

Print Name:

Date:

Title:

Check one, as applicable: Developer Prime-Contractor Sub-contractor or sub-tier sub-contractors

Section 3 Applicable Federal Regulations and Federal Guidance
Title 24 of the Code of Federal Regulations, Part 75 - General Provisions

Purpose (§ 75.1)

This part establishes the requirements to be followed to ensure the objectives of Section 3 of the Housing and Urban Development Act of 1968 (12 U.S.C. 1701u) (Section 3) are met. The purpose of Section 3 is to ensure that economic opportunities, most importantly employment, generated by certain HUD financial assistance shall be directed to low- and very low-income persons, particularly those who are recipients of government assistance for housing or residents of the community in which the Federal assistance is spent.

Applicability (HUD Section 3 FAQ guidance and § 75.19)

Section 3 applies to both:

A. Public Housing Financial Assistance –

- (i) Development assistance provided pursuant to Section 5 of the United States Housing Act of 1937 (the 1937 Act);
- (ii) Operations and management assistance provided pursuant to Section 9(e) of the 1937 Act;
- (iii) Development, modernization, and management assistance provided pursuant to Section 9(d) of the 1937 Act; and
- (iv) The entirety of a mixed-finance development project as described in 24 CFR 905.604, regardless of whether the project is fully or partially assisted with public housing financial assistance as defined in subsections (i) through (iii).

B. Housing and Community Development Financial Assistance expended for housing rehabilitation, housing construction, or other public construction.

Section 3 projects are housing rehabilitation, housing construction, and other public construction projects assisted under HUD programs that provide housing and community development financial assistance when the total amount of assistance to the project exceeds a threshold of \$200,000. The threshold is \$100,000 where the assistance is from the Lead Hazard Control and Healthy Homes programs.

Requirements (Subpart C, § 75.19).

(a) Employment and training.

(1) To the greatest extent feasible, and consistent with existing Federal, state, and local laws and regulations, recipients covered by this subpart shall ensure that employment and training

opportunities arising in connection with Section 3 projects are provided to Section 3 workers within the metropolitan area (or nonmetropolitan county) in which the project is located.

(2) Where feasible, priority for opportunities and training described in paragraph (a)(1) of this section should be given to:

- (i) Section 3 workers residing within the service area or the neighborhood of the project, and
- (ii) Participants in YouthBuild programs.

Contracting.

(1) To the greatest extent feasible, and consistent with existing Federal, state, and local laws and regulations, recipients covered by this subpart shall ensure contracts for work awarded in connection with Section 3 projects are provided to business concerns that provide economic opportunities to Section 3 workers residing within the metropolitan area (or nonmetropolitan county) in which the project is located.

(2) Where feasible, priority for contracting opportunities described in paragraph (b)(1) of this section should be given to:

- (i) Section 3 business concerns that provide economic opportunities to Section 3 workers residing within the service area or the neighborhood of the project, and
- (ii) YouthBuild programs.

§ 75.21 Targeted Section 3 worker for housing and community development financial assistance.

(a) Targeted Section 3 worker. A Targeted Section 3 worker for housing and community development financial assistance means a Section 3 worker who is:

- (1) A worker employed by a Section 3 business concern; or
- (2) A worker who currently fits or when hired fit at least one of the following categories, as documented within the past five years:

- (i) Living within the service area or the neighborhood of the project, as defined in § 75.5; or
- (ii) A YouthBuild participant.

§ 75.27 Contract provisions.

(a) Recipients must include language applying Section 3 requirements in any subrecipient agreement or contract for a Section 3 project.

(b) Recipients of Section 3 funding must require subrecipients, contractors, and subcontractors to meet the requirements of § 75.19, regardless of whether Section 3 language is included in recipient or subrecipient agreements, program regulatory agreements, or contracts.

SECTION 3 INFORMATION

I. ASSURANCE STATEMENT

Each applicant, recipient, contractor, and subcontractor on a Section 3 covered project shall sign the attached Section 3 Assurance of Compliance.

II. AFFIRMATIVE ACTION PLAN FOR UTILIZATION OF PROJECT AREA BUSINESSES

Each applicant, recipient, contractor, and subcontractor preparing to undertake work pursuant to a Section 3 covered contract shall develop and implement an affirmative action plan, which shall:

- a. Set forth the approximated number and dollar value of all contracts proposed to be awarded to all businesses within each category (type or profession) over the duration of the Section 3 covered project.
- b. Report the following benchmark data: (1) the total number of labor hours worked, (2) the total number of labor hours worked by Section 3 workers, and (3) the total number of labor hours worked by Targeted Section 3 workers.
- c. Analyze the information set forth in paragraph (a) and the availability of eligible business concerns within the project area doing business in professions or occupations identified as needed in paragraph (a) and set forth a goal or target number and estimated dollar amount of contracts to be awarded to the eligible businesses and entrepreneurs within each category over the duration of the Section 3 covered project.
- d. Outline the anticipated program to be used to achieve the goals for each business and/or professional category identified. This program should include but not be limited to the following actions:
 - i. Insertion in the bid documents, if any, of the affirmative action plan of the applicant, recipient, contractor, or subcontractor letting the contract; and
 - ii. Identification within the bid documents, if any, of the applicable Section 3 project area.
 - iii. Ensuring that the appropriate business concerns are notified of pending contractual opportunities either personally or through locally utilized media.

III. BIDDING AND NEGOTIATION REQUIREMENTS

Every applicant and recipient shall require prospective contractors for work in connection with Section 3 covered projects to provide, prior to the signing of the contract, a preliminary statement of work force needs (skilled, semi-skilled, unskilled labor and trainees by category) where known; where not known, such information shall be supplied prior to the signed of any contract between contractors and their subcontractors. Consideration should be given to those contractors who will have training and employment opportunities for project area residents.

When a bidding procedure is used to let the contract, the invitation or solicitation for bids shall advise prospective contractors of the requirements of these regulations.

Initials

Applicant, recipient and contractors should insert plan for utilization of project area business in the bid documents. The recipient must have indicated there in that Section 3 applies to the project and what is expected of them. All contractors who bid a job just show in their bid what they will do to implement Section 3. They must in this bid commit themselves to a goal and show what they intend to do to reach that goal. When the bids are opened, they must be evaluated in terms of the bidder's responsiveness to Section 3. A bid which lacks a commitment to Section 3 or which lacks a goal or plan to reach a goal may be judged nonresponsive.

Applicants, recipients and contractors will ensure that the attached Section 3 Clause and Assurance of Compliance are made a part of all contracts.

In implementing its affirmative action plan, each applicant, recipient, contractor, or subcontractor shall make a good faith effort to achieve its goal or target number and estimated dollar amount of contracts to be awarded to the eligible businesses and entrepreneurs within each category over the duration of the Section 3 covered project.

IV. UTILIZATION OF LOWER INCOME RESIDENTS AS TRAINEES AND EMPLOYEES

Each applicant, recipient, contractor or subcontractor undertaking work in connection with a Section 3 covered project shall make a good faith effort to fill all vacant training and occupational category positions with lower income project area residents.

For further information or if you have any questions regarding Section 3, please contact:

Section 3 Coordinator
Housing and Community Development
701 NW 1st Court, 16th Floor
Miami, Florida 33136
Office: 786-469-4227
Email: Section3@miamidade.gov

Initials

ASSURANCE OF COMPLIANCE (Section 3, HUD ACT of 1968)

TRAINING, EMPLOYMENT, AND CONTRACTING OPPORTUNITIES FOR BUSINESS AND LOWER INCOME PERSONS

- A. The project assisted under this (contract) (agreement) is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S. C. 170U. Section 3 requires that to the greatest extent feasible opportunities for training and employment be given to lower income residents of the project area and contracts for work in connection with the project be awarded to business concerns which are located in or owned in substantial part by persons residing in the area of the project.
- B. Notwithstanding any other provision of this (contract) (agreement), the (applicant) (recipient) shall carry out the provisions of said Section 3 and the regulations issued pursuant thereto by the Secretary set forth in 24 CFR Part 75, and all applicable rules and orders of the Secretary issued there under prior to the execution of this (contract) (agreement). The requirements of said regulations include but are not limited to development and implementation of an affirmative action plan for utilizing business concerns located within or owned in substantial part by persons residing in the area of the project; the making of a good faith effort, as defined by the regulation, to provide training, employment and business opportunities required by Section 3; and incorporation of the "Section 3 Clause" in all contracts for work in connection with the project. The (applicant) (recipient) certifies and agrees that it is under no contractual or other disability which would prevent it from complying with these requirements.
- C. Compliance with the provision of Section 3, the regulations set forth in 24 CFR Part 75, and all applicable rules and orders of the Secretary issued there under prior to approval by the Government of the application for this (contract) (agreement), shall be a condition of the Federal financial assistance provided to the project, binding upon the (applicant) (recipient), its successors and assigns. Failure to fulfill these requirements shall subject the (applicant) (recipient), its contractors and subcontractors, its successors, and assigns to the sanctions specified by the (contract) (agreement), and to such sanctions as are specified by 24 CFR Part 75.

Section 3 Clause

The following provisions, as set forth in sections A-F below, shall be included in all section 3 covered contracts (hereinafter referred to as the “Section 3 Clause”). The successful bidder (contractor), and bidder’s subcontractors, are bound by the *Section 3 Clause* and must be included such clause in all subcontractor agreements. Recipients of Section 3 funding must require subrecipients, contractors, and subcontractors to meet the requirements of 24 Code of Federal Regulations (“CFR”) § 75.19, regardless of whether Section 3 language is included in recipient or subrecipient agreements, program regulatory agreements, or contracts.

- A.** The work to be performed under this contract is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. § 1701u (Section 3). The purpose of Section 3 is to ensure that the employment and other economic opportunities generated by the United States Department of Housing and Urban Development’s (“HUD”) assistance of HUD-assisted projects covered by Section 3, shall, to the greatest extent feasible, be directed to low- and very low-income persons, particularly persons who are recipients of HUD assistance for housing.
- B.** The parties to this contract agree to comply with HUD's regulations codified in 24 C.F.R. part 75, which implement Section 3. As evidenced by their execution of this contract, the parties to this contract certify that they are under no contractual or other impediment that would prevent them from complying with the regulations contained in 24 CFR part 75.
- 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 advising the labor organization or worker's representative of the contractor's commitments under this section 3 clause, and will post copies of the notice in conspicuous places at the work site where both employees and applicants for training and employment positions can see the notice. The notice shall describe the Section 3 preference, shall set forth minimum number and job titles subject to hire, availability of apprenticeship and training positions, the qualifications for each; and the name and location of the person(s) taking applications for each of the positions; and the anticipated date the work shall begin.
- D.** The contractor agrees to include this Section 3 clause in every subcontract subject to compliance with regulations in 24 C.F.R. part 75, and further agrees to take appropriate action, as provided in an applicable provision of the subcontract or in this Section 3 clause, upon a finding that the subcontractor is in violation of the regulations in 24 C.F.R. part 75. The contractor will not subcontract with any subcontractor where the contractor has notice or knowledge that the subcontractor has been found in violation of the regulations in 24 C.F.R. part 75.
- 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 75 require

employment opportunities to be directed, were not filled to circumvent the contractor's obligations under 24 C.F.R. Part 75.

- F. Non-compliance with HUD's regulations as set forth in 24 C.F.R. Part 75 may result in sanctions, termination of this contract for default, and debarment or suspension from future HUD assisted contracts.

G. Employment and Training. In addition to the Section 3 Clause, the contractor and its subcontractors shall comply with all of the requirements set forth in 24 CFR § 75.9. Consistent with existing Federal, state, and local laws and regulations, the County, as a public housing agency (“PHA”) and a recipient of public housing financial assistance, and all contractors and subcontractors, must make their best efforts to provide employment and training opportunities generated by the public housing financial assistance to Section 3 workers. The County and the contractors and subcontractors must make their best efforts described in this section G in the following order of priority:

- (i) To residents of the public housing projects for which the public housing financial assistance is expended;
- (ii) To residents of other public housing projects managed by the PHA that is providing the assistance or for residents of Section 8-assisted housing managed by the PHA;
- (iii) To participants in YouthBuild programs; and
- (iv) To low- and very low-income persons residing within the metropolitan area of Miami-Dade County.

H. Contracting. In addition to the Section 3 Clause and consistent with existing Federal, state, and local laws and regulations, the County, as a PHA and the recipient of public housing financial assistance, and all contractors and subcontractors, must make their best efforts to award contracts and subcontracts to business concerns that provide economic opportunities to Section 3 workers. The County and all contractors and subcontractors, must make their best efforts described in this section H in the following order of priority:

- (i) To Section 3 business concerns that provide economic opportunities for residents of the public housing projects for which the assistance is provided;
- (ii) To Section 3 business concerns that provide economic opportunities for residents of other public housing projects or Section-8 assisted housing managed by the PHA that is providing the assistance;
- (iii) To YouthBuild programs; and
- (iv) To Section 3 business concerns that provide economic opportunities to Section 3 workers residing within Miami-Dade County.

I. Housing and Community Development Financial Assistance (only applicable to recipients of HOME Investment Partnership Program (HOME), Community Development Block Grant (CDBG), CDBG Disaster Recovery, and Section 108 Loan Guarantee Program funds). Recipients that receive Housing and Community Development Financial Assistance must comply with all requirements found in 24 CFR § 75.19 as follows:

- (i) **Employment and Training.** To the greatest extent feasible, and consistent with existing Federal, state, and local laws and regulations, recipients covered by 24 CFR part 75, subpart C shall ensure that employment and training opportunities arising in connection with Section 3 projects are provided to Section 3 workers within Miami-Dade County. Where feasible, priority for opportunities and training described in this subsection (i) should be given to:
 - (a) Section 3 workers residing within the service area or the neighborhood of the project, and
 - (b) Participants in YouthBuild programs.

- (ii) **Contracting.** To the greatest extent feasible, and consistent with existing Federal, state, and local laws and regulations, recipients covered by 24 CFR part 75, subpart C shall ensure contracts for work awarded in connection with Section 3 projects are provided to business concerns that provide economic opportunities to Section 3 workers residing within Miami-Dade County. Where feasible, priority for contracting opportunities described in this subsection (ii) should be given to:
 - (a) Section 3 business concerns that provide economic opportunities to Section 3 workers residing within the service area or the neighborhood of the project, and
 - (b) YouthBuild programs.

Section 3 Economic Opportunity and Affirmative Marketing Plan

DOCUMENT 00400

(To be completed and submitted by all bidders)

BID/RFP Number:		BID/RFP Name:	
(Name of business owner, officer, representative, agent)		(Company/Business/Firm Name)	

The individual above, (awardee/contractor), is responsible for planning, implementing and tracking firm's Section 3 and affirmative marketing training, employment and contracting goals applicable to Public Housing and Community Development (PHCD) projects and must comply with United States Housing and Urban Development's (USHUD) Section 3 regulation at 24 CFR Part 75 (email PHCD section3@miamidade.gov to obtain a copy).

Section I: Recruitment Procedures Required to Fill Vacant or New Positions Resulting from PHCD Awards (Applicable to Single Trade and Multi-Trade Projects)

1. Request from PHCD Section 3 Coordinator employment referrals from public housing residents, Section 8 and other housing program recipients, and low-income persons by email Section3@miamidade.gov.
2. Advertise the training and employment opportunities at the jobsite and surrounding neighborhood for targeted Section 3 residents and use the following language, which is available in *Document 00404 "Section 3 Language for News Ads, Flyers and Job Notices"* in all job notices and flyers:

"This project/activity/solicitation, in whole or in part, will be assisted through the Miami-Dade County Public Housing and Community Development with Federal funding and is covered under 24 CFR Part 75, Section 3 Economic Opportunities. Section 3 requires that job training, employment and contracting opportunities be directed to very-low and low-income persons or business owners who live in the project's area."
3. Schedule a time and place convenient for public housing and other Section 3 Residents to complete job applications and conduct job interviews, if applicable.
4. Contact YWCA of Greater Miami, Inc. at 305-377-9922, or fax 305-373-9922, for HUD Youthbuild employment referrals. You may also visit their web-site at www.ywca-miami.org for more information.
5. Send notices about Section 3 training and employment obligations and opportunities required for Public Housing and Community Development projects to labor organizations, where applicable (review **Section 3 Clause**).
6. Awardee/contractor and subcontractors are required to: (a) establish files to document all recruitment efforts and results when filling vacancies or new positions in connection with PHCD projects; (b) use Document 00403. "Training & Employment Outreach" form to document agency referral responses, and (c) produce evidence of recruitment efforts to PHCD as requested.
7. Awardee/contractor is responsible for collection of subcontractor(s) training and employment documentation outreach efforts described in this document, labor hours (required) and weekly employment forms (only when subcontractor(s) hire workers for vacant or new positions in connection with PHCD awards).
8. Awardee/contractor and subcontractors are required to: (a) establish files to document all recruitment efforts and results when filling vacancies or new positions in connection with PHCD projects; (b) use Document 00403, "Training & Employment Outreach" form to document agency referral responses, and (c) produce evidence of recruitment efforts to PHCD as requested.

(rev.09.17.2025)

9. **Will Subcontractor(s) be used?** YES / NO . If yes, Awardee/contractor is also required to comply with section II of this document.

Section II: Awardee/contractor Recruitment of Section 3 Businesses

Awardee/contractor shall demonstrate compliance in solicitation to the business categories, listed above, by following the steps described on page two of this Plan and providing evidence to PHCD when requested.

1. Refer any interested subcontractors that may meet the criteria to become a certified Section 3 Business to PHCD Section 3 Coordinator (Compliance) for assistance with completions and submittal of Section 3 Business Application.
2. Request from PHCD Section 3 Coordinator employment referrals from public housing residents, and other housing program recipients, and low-income persons by email Section3@miamidade.gov.
3. Advertise for Section 3 subcontractors (subs) in construction trade journals, and post notices and distributes flyers at work site and surrounding neighborhood. The purpose of such advertisements is to make prospective subs aware of the Section 3 preference requirements applicable to PHCD project awards.
4. Send via fax, email or hand-deliver Document 00406 **"Letter of Intent to Subcontract/Solicit Section 3 Businesses"** to all prospective subcontractor businesses for work in connection with each PHCD award.
5. Allow each subcontractor a minimum of five (5) business days to respond to contractor's solicitation by returning the applicable form(s) completed and signed. All forms received from Section 3 Businesses subcontractors must be sent to PHCD within 14 days of notification.
6. Use the *Document 00403 "Training and Employment Outreach"* form to document recruitment and follow-up with subcontractors. Make a second attempt to solicit to any Section 3 Business Concerns, who did not respond to the first solicitation attempt, using a variety of communication methods, i.e., facsimile, telephone, pager, e-mail, etc.
7. Awardee/contractor is required to retain any documentation of outreach efforts and responses received from any organizations and subcontractors contacted for each PHCD project award, for three years after project completion.
8. Awardee/Contractor is required to submit all post award forms referenced in this document to PHCD, via email at Section3@miamidade.gov, within 14 days of notification.

(Print Name)		(Signature/ Date)	
(Title)		(Phone Number)	(Email address)
(Company/Business/Firm Name)		(Address)	
BID/RFP Number:		BID/RFP Name:	

DOCUMENT REQUIRED WITH BID SUBMISSION FROM BIDDERS WHO HAVE NOT PREVIOUSLY

"General Decision Number: FL20260125 01/02/2026

Superseded General Decision Number: FL20250125

State: Florida

Construction Type: Heavy

County: Miami-Dade County in Florida.

HEAVY CONSTRUCTION PROJECTS (Including Sewer and Water Lines)

Modification Number 0 Publication Date 01/02/2026

ELEC0349-007 09/16/2024

	Rates	Fringes
ELECTRICIAN.....	\$ 40.24	14.94

ENGI0487-023 07/01/2023

	Rates	Fringes
OPERATOR: Crane		
All Cranes 75 Tons and below.....	\$ 37.07	14.90
All Cranes Over 300 Ton, Electric Tower, Luffing Boom Cranes.....	\$ 40.40	14.90
Cranes 130-300 Ton.....	\$ 39.38	14.90
Cranes 76 ton to 129 Ton....	\$ 37.57	14.90

ENGI0487-028 07/01/2023

	Rates	Fringes
OPERATOR: Backhoe.....	\$ 27.00	14.90
OPERATOR: Drill		
Drill Rig, Truck Mounted, Sterling Class.....	\$ 27.00	14.90
Drill Rig, Truck Mounted, Watson Class.....	\$ 32.75	14.90
OPERATOR: Loader.....	\$ 27.00	14.90
OPERATOR: Oiler.....	\$ 27.53	14.90

IRON0272-005 10/01/2024

	Rates	Fringes
IRONWORKER, STRUCTURAL.....	\$ 28.84	15.72

LAB01652-004 05/01/2018

	Rates	Fringes
LABORER: Grade Checker.....	\$ 22.05	7.27

PAIN0365-007 08/01/2025

	Rates	Fringes
PAINTER: Brush, Roller and		

Spray.....	\$ 27.00	14.78

SUFL2009-164 06/24/2009

	Rates	Fringes
CARPENTER, Includes Form Work....	\$ 17.00	2.51
CEMENT MASON/CONCRETE FINISHER...	\$ 16.61	5.52
LABORER: Common or General.....	\$ 13.09	1.26
LABORER: Landscape.....	\$ 7.25	0.00
LABORER: Power Tool Operator (Hand Held Drills/Saws, Jackhammer and Power Saws Only).....	\$ 10.63	2.20
OPERATOR: Asphalt Paver.....	\$ 11.59	0.00
OPERATOR: Backhoe Loader Combo.....	\$ 16.10	2.44
OPERATOR: Bulldozer.....	\$ 14.95	0.81
OPERATOR: Excavator.....	\$ 21.16	1.67
OPERATOR: Grader/Blade.....	\$ 16.00	2.84
OPERATOR: Mechanic.....	\$ 14.32	0.00
OPERATOR: Roller.....	\$ 10.95	0.00
OPERATOR: Scraper.....	\$ 11.00	1.74
OPERATOR: Trackhoe.....	\$ 20.92	5.50
OPERATOR: Tractor.....	\$ 10.54	0.00
TRUCK DRIVER, Includes Dump Truck.....	\$ 9.60	0.00
TRUCK DRIVER: Lowboy Truck.....	\$ 12.73	0.00
TRUCK DRIVER: Off the Road Truck.....	\$ 12.21	1.97

WELDERS - Receive rate prescribed for craft performing operation to which welding is incidental.

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Note: Executive Order (EO) 13706, Establishing Paid Sick Leave for Federal Contractors applies to all contracts subject to the Davis-Bacon Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2017. If this contract is covered by the EO, the contractor must provide employees with 1 hour of paid sick leave for every 30 hours they work, up to 56 hours of paid sick leave each year. Employees must be permitted to use paid sick leave for their own illness, injury or other health-related needs, including preventive care; to assist a family member (or person who is like family to the employee) who is ill, injured, or has other

health-related needs, including preventive care; or for reasons resulting from, or to assist a family member (or person who is like family to the employee) who is a victim of, domestic violence, sexual assault, or stalking. Additional information on contractor requirements and worker protections under the EO is available at <https://www.dol.gov/agencies/whd/government-contracts>.

Note: Executive Order 13658 generally applies to contracts subject to the Davis-Bacon Act that were awarded on or between January 1, 2015 and January 29, 2022, and that have not been renewed or extended on or after January 30, 2022. Executive Order 13658 does not apply to contracts subject only to the Davis-Bacon Related Acts regardless of when they were awarded. If a contract is subject to Executive Order 13658, the contractor must pay all covered workers at least \$13.30 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract in 2025. The applicable Executive Order minimum wage rate will be adjusted annually. Additional information on contractor requirements and worker protections under Executive Order 13658 is available at www.dol.gov/whd/govcontracts.

Unlisted classifications needed for work not included within the scope of the classifications listed may be added after award only as provided in the labor standards contract clauses (29CFR 5.5 (a) (1) (iii)).

The body of each wage determination lists the classifications and wage rates that have been found to be prevailing for the type(s) of construction and geographic area covered by the wage determination. The classifications are listed in alphabetical order under rate identifiers indicating whether the particular rate is a union rate (current union negotiated rate), a survey rate, a weighted union average rate, a state adopted rate, or a supplemental classification rate.

Union Rate Identifiers

A four-letter identifier beginning with characters other than "SU", "UAVG", "SA", or "SC" denotes that a union rate was prevailing for that classification in the survey. Example: PLUM0198-005 07/01/2024. PLUM is an identifier of the union whose collectively bargained rate prevailed in the survey for this classification, which in this example would be Plumbers. 0198 indicates the local union number or district council number where applicable, i.e., Plumbers Local 0198. The next number, 005 in the example, is an internal number used in processing the wage determination. The date, 07/01/2024 in the example, is the effective date of the most current negotiated rate.

Union prevailing wage rates are updated to reflect all changes over time that are reported to WHD in the rates in the collective bargaining agreement (CBA) governing the classification.

Union Average Rate Identifiers

The UAVG identifier indicates that no single rate prevailed for those classifications, but that 100% of the data reported for

the classifications reflected union rates. EXAMPLE:
 UAVG-OH-0010 01/01/2024. UAVG indicates that the rate is a weighted union average rate. OH indicates the State of Ohio. The next number, 0010 in the example, is an internal number used in producing the wage determination. The date, 01/01/2024 in the example, indicates the date the wage determination was updated to reflect the most current union average rate.

A UAVG rate will be updated once a year, usually in January, to reflect a weighted average of the current rates in the collective bargaining agreements on which the rate is based.

Survey Rate Identifiers

The "SU" identifier indicates that either a single non-union rate prevailed (as defined in 29 CFR 1.2) for this classification in the survey or that the rate was derived by computing a weighted average rate based on all the rates reported in the survey for that classification. As a weighted average rate includes all rates reported in the survey, it may include both union and non-union rates. Example: SUFL2022-007 6/27/2024. SU indicates the rate is a single non-union prevailing rate or a weighted average of survey data for that classification. FL indicates the State of Florida. 2022 is the year of the survey on which these classifications and rates are based. The next number, 007 in the example, is an internal number used in producing the wage determination. The date, 6/27/2024 in the example, indicates the survey completion date for the classifications and rates under that identifier.

?SU? wage rates typically remain in effect until a new survey is conducted. However, the Wage and Hour Division (WHD) has the discretion to update such rates under 29 CFR 1.6(c)(1).

State Adopted Rate Identifiers

The "SA" identifier indicates that the classifications and prevailing wage rates set by a state (or local) government were adopted under 29 C.F.R 1.3(g)-(h). Example: SAME2023-007 01/03/2024. SA reflects that the rates are state adopted. ME refers to the State of Maine. 2023 is the year during which the state completed the survey on which the listed classifications and rates are based. The next number, 007 in the example, is an internal number used in producing the wage determination. The date, 01/03/2024 in the example, reflects the date on which the classifications and rates under the ?SA? identifier took effect under state law in the state from which the rates were adopted.

WAGE DETERMINATION APPEALS PROCESS

1) Has there been an initial decision in the matter? This can be:

- a) a survey underlying a wage determination
- b) an existing published wage determination
- c) an initial WHD letter setting forth a position on a wage determination matter
- d) an initial conformance (additional classification and rate) determination

On survey related matters, initial contact, including requests for summaries of surveys, should be directed to the WHD Branch

of Wage Surveys. Requests can be submitted via email to davisbaconinfo@dol.gov or by mail to:

Branch of Wage Surveys
Wage and Hour Division
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

Regarding any other wage determination matter such as conformance decisions, requests for initial decisions should be directed to the WHD Branch of Construction Wage Determinations. Requests can be submitted via email to BCWD-Office@dol.gov or by mail to:

Branch of Construction Wage Determinations
Wage and Hour Division
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

2) If an initial decision has been issued, then any interested party (those affected by the action) that disagrees with the decision can request review and reconsideration from the Wage and Hour Administrator (See 29 CFR Part 1.8 and 29 CFR Part 7). Requests for review and reconsideration can be submitted via email to dba.reconsideration@dol.gov or by mail to:

Wage and Hour Administrator
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

The request should be accompanied by a full statement of the interested party's position and any information (wage payment data, project description, area practice material, etc.) that the requestor considers relevant to the issue.

3) If the decision of the Administrator is not favorable, an interested party may appeal directly to the Administrative Review Board (formerly the Wage Appeals Board). Write to:

Administrative Review Board
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210.

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END OF GENERAL DECISION

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**HUD-4010
Federal Labor Standards Provisions**

**U.S. Department of Housing and Urban Development
Office of Davis-Bacon and Labor Standards**

A. APPLICABILITY

The Project or Program to which the construction work covered by this Contract pertains is being assisted by the United States of America, and the following Federal Labor Standards Provisions are included in this Contract pursuant to the provisions applicable to such Federal assistance.

1. Minimum wages and fringe benefits

- i. 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 29 CFR 5.5(d) and (e), 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 these contract clauses; 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 29 CFR 5.5(a)(4). Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein: *Provided*, That the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classifications and wage rates conformed under 29 CFR 5.5(a)(1)(iii)) 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 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 29 CFR 5.5(a)(1)(iii), 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 29 CFR 5.5(a)(1)(iii)(A)(3). 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.
- 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 29 CFR 5.5 (a)(1)(iii)(C) and (D). 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 29 CFR 5.5 (a)(1)(iii)(C) or (D) 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 29 CFR 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 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 U. S. Department of Housing and Urban Development 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 29 CFR 5.5(a) 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 29 CFR 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 29 CFR 5.5(a)(3)(iv), HUD 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 29 CFR 5.5(a)(2)(i) or (b)(3)(i), 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.

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 29 CFR 5.5(a)(1)(v) 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

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 HUD 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 HUD. 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 29 CFR 5.5(a)(3)(i)(B), 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 Web site 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 29 CFR 5.5(a)(3)(ii), the appropriate information and basic records are being maintained under 29 CFR 5.5 (a)(3)(i), 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 29 CFR 5.5(a)(3)(ii)(C).
 - 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 29 CFR 5.5(a)(3)(i)–(iii), and any other documents that HUD or the Department of Labor deems necessary to determine compliance with the labor standards provisions of any of the applicable statutes referenced by 29 CFR 5.1, available for inspection, copying, or transcription by authorized representatives of HUD 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 29 CFR 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 HUD 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 HUD, 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**

- 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 journeyworkers 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 29 CFR 5.5(a)(4)(i)(D). Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated in 29 CFR 5.5(a)(4)(i)(A), 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 journeyworker'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 must be observed.

- ii **Equal employment opportunity** The use of apprentices and journeyworkers 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 29 CFR 5.5(a)(1) through (11), along with the applicable wage determination(s) and such other clauses or contract modifications as the U.S. Department of Housing and Urban Development 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 29 CFR 5.12(a).

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 29 CFR 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, or 29 CFR parts 1, 3, or 5;

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, or 29 CFR parts 1, 3, or 5;

iii. Cooperating in any investigation or other compliance action, or testifying in any proceeding under the DBA, Related Acts, or 29 CFR parts 1, 3, or 5; or

iv. Informing any other person about their rights under the DBA, Related Acts, or 29 CFR parts 1, 3, or 5.

B. Contract Work Hours and Safety Standards Act (CWHSSA)

The Agency Head must cause or require the contracting officer to insert the following clauses set forth in 29 CFR 5.5(b)(1), (2), (3), (4), and (5) in full, or (for contracts covered by the Federal Acquisition Regulation) by reference, in any contract in an amount in excess of \$100,000 and subject to the overtime provisions of the Contract Work Hours and Safety Standards Act. These clauses must

be inserted in addition to the clauses required by 29 CFR 5.5(a) or 4.6. As used in this paragraph, 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 29 CFR 5.5(b)(1) the contractor and any subcontractor responsible therefor 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 shall be computed with respect to each individual laborer or mechanic, including watchpersons and guards, employed in violation of the clause set forth in 29 CFR 5.5(b)(1), 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 29 CFR 5.5(b)(1).
- 3. Withholding for unpaid wages and liquidated damages**
 - i. Withholding process** The U.S Department of Housing and Urban Development or the recipient of Federal assistance 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 29 CFR 5.5(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 29 CFR 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 29 CFR 5.5(a)(2)(i) or (b)(3)(i), 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 29 CFR 5.5(b)(1) through (5) 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 29 CFR 5.5(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 29 CFR part 5;
 - 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 29 CFR part 5;
 - iii. Cooperating in any investigation or other compliance action, or testifying in any proceeding under CWHSSA or 29 CFR part 5; or
 - iv. Informing any other person about their rights under CWHSSA or 29 CFR part 5.
- C. CWHSSA required records clause** In addition to the clauses contained in 29 CFR 5.5(b), in any contract subject only to the Contract Work Hours and Safety Standards Act and not to any of the other laws referenced by 29 CFR 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.
- 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 29 CFR 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.

F. HEALTH AND SAFETY

The provisions of this paragraph (F) are applicable where the amount of the prime contract exceeds **\$100,000**.

1. No laborer or mechanic shall be required to work in surroundings or under working conditions which are unsanitary, hazardous, or dangerous to his or her health and safety, as determined under construction safety and health standards promulgated by the Secretary of Labor by regulation.
2. The contractor shall comply with all regulations issued by the Secretary of Labor pursuant to 29 CFR Part 1926 and failure to comply may result in imposition of sanctions pursuant to the Contract Work Hours and Safety Standards Act, (Public Law 91-54, 83 Stat 96), 40 U.S.C. § 3701 et seq.
3. The contractor shall include the provisions of this paragraph in every subcontract, so that such provisions will be binding on each subcontractor. The contractor shall take such action with respect to any subcontractor as the Secretary of Housing and Urban Development or the Secretary of Labor shall direct as a means of enforcing such provisions.

SECTION 8: ENGINEERING DRAWINGS

ENGINEERING DRAWINGS ARE PROVIDED SEPARATELY