



Bid Forms**00300**

Contractors Name: Close Construction Services
Project Identification: **COBI RFP #23-08 Cross Lake Rd Roadway Improvements Project**
Owner: **CITY OF BELLE ISLE**
City Bid #: **#23-08**

- 1) The undersigned Bidder proposes and agrees, if this Bid is accepted, to enter into an Agreement with the City in the form included in this document to complete all work as specified or indicated in the Project Manual for the Contract Price and within the Contract Time indicated in this Bid and in accordance with the document.
- 2) The Bidder certifies that they have investigated the requirements to do business in the jurisdiction where the project is located, and that they are either qualified to do business or will obtain such pre-qualification before award of the contract.
- 3) The Bidder certifies that they have reviewed, understand, and accepts the Supplemental Contract Conditions for Federal Contracting prior to submitting their bid.
- 4) The Bidder accepts all of the terms and conditions in this document including, without limitation, those dealing with the disposition of Bid Security (if applicable). This Bid will remain open for **60 days** after the day of the Bid Opening. The Bidder will sign the Agreement and other documents required by the Contract Documents within **10 days** after the date of City's Notice of Award.
- 5) In submitting this Bid, the Bidder represents, as more fully set forth in the Agreement, that:
 - a) The Bidder has examined copies of all Contract Documents and the following addenda:
Date: 8.15.2023 A
Date: 8.29.2023 Number: B
 - b) The Bidder has examined the site and locality where the work is to be performed and the conditions affecting cost, progress or performance of the work and has made such independent investigations as the Bidder deems necessary.
 - c) This Bid is genuine and not made in the interest of or on behalf of any undisclosed person, firm or corporation or solicited any other Bidder to submit a false or sham Bid and the Bidder has not sought by collusion to obtain for themselves any advantage over any other Bidder or over the City.
- 6) BIDDER will complete the Work outlined in the Construction Documents and Specifications as outlined herein.

We / I Close Construction Services have carefully examined the construction documents and specifications, and hereby propose to provide the complete installation of paving an existing gravel/dirt road (dead end), milling and repaving an existing asphalt roadway (intersection), installation of curbing, park renovations to include earthworks and a concrete pad for a picnic table, construction of a drainage swale and associated works at the Project site. The cost indicated below includes all labor, materials, equipment, construction management and testing that is shown in the construction documents and as outlined herein. The cost indicated below also includes all labor, material, equipment, construction management and testing that may not be expressly shown on the construction




documents but that are inherently necessary to complete the works.

Complete Project Base Bid as specified Lump Sum: \$ 245,795.00

To evaluate potential Change Order requests, the Bidder shall provide the following unit prices listed on the attached form within **Appendix A**.

The undersigned hereby declares that they have carefully examined the individual site(s) listed on the bid form and will complete the **CROSS LAKE ROAD ROADWAY IMPROVEMENTS PROJECT** according to the specifications herein.

The terms used in this Bid were submitted to the City of Belle Isle on the 5 of September, 2023.

By: 
Individual's Name - Signature

Thomas C. Close
Individual's Name - Printed

doing business as Close Construction Services (business name)

Business Address: 305 NW 4th Ave., Okeechobee, FL 34972

Business Phone No.: 863.467.0831

Business Fax No.: 863.763.6337

Email: ccs@closeconstructionllc.com

Communications to the BIDDER concerning this Bid shall be addressed to:

Mailing Address: 305 NW 4th Ave., Okeechobee, FL 34972

Street Address: 305 NW 4th Ave

City, State and Zip: Okeechobee, FL 34972

Telephone No.: 863.467.0831

Fax No.: 863.763.6337

Email: ccs@closeconstructionllc.com

**It is understood that the City of Belle Isle reserves the right to accept or reject any or all bids not deemed in the best interest of the City as determined by the City.*

CITY OF BELLE ISLE
RFP # 23-08
COBI RFP #23-08 CROSS LAKE RD ROADWAY IMPROVEMENTS PROJECT
CHANGE ORDER UNIT COST FORM

Name of Business: **Close Construction Services**

Contact Person: **Thomas C. Close**

Email Address: **ccs@closeconstructionllc.com**

Authorized Person Name: **Thomas C. Close, President**

Signature of Authorized Person: 

PROPOSED PRICING

| ITEM # | DESCRIPTION | UNIT | UNIT PRICE | TOTAL PRICE |
|---------------------------------------|--------------------------------------|------|------------|-------------|
| GENERAL | | | | |
| 1 | Mobilization | LS | 25,000 | 25,000 |
| DEMOLITION AND EROSION CONTROL | | | | |
| 1 | Erosion Control/Turbidity Barrier | LS | 7,500 | 7,500 |
| 2 | Traffic Control/MOT | LS | 15,000 | 15,000 |
| 3 | Fence Removal | LS | 5,000 | 5,000 |
| 4 | Clearing and Grubbing | LS | 35,000 | 35,000 |
| 5 | Mill Asphalt | SY | 15 | 15 |
| 6 | Excavate & Haul Existing Road Gravel | SY | 45 | 45 |
| 7 | Remove Concrete Driveway | SY | 35 | 35 |
| 8 | Unknown Utilities Contingency | LS | 5,000 | 5,000 |
| 9 | Unknown Irrigation Contingency | LS | 10,000 | 10,000 |
| PAVEMENT/SITWORK | | | | |
| 1 | Rain Guardian Turret | LS | 6,500 | 6,500 |
| 2 | Riprap Boulders (6" dia.) | LS | 5,000 | 5,000 |
| 3 | Aggregate Paver (Ecoraster E50) | SF | 40 | 40 |
| 4 | Paver Infill - 2" (#78 Gravel) | CY | 120 | 120 |
| 5 | Paver Base - 6" (#57 Clean Stone) | CY | 150 | 150 |
| 6 | Asphalt - SP 12.5 - 2" | SY | 65 | 65 |
| 7 | Asphalt - SP 12.5 - 1.5" | SY | 55 | 55 |
| 8 | Base - 4" (Compacted Crushed RCA) | SY | 30 | 30 |
| 9 | Pavement Striping | LS | 5,000 | 5,000 |
| 10 | Concrete Sidewalk and Pads - 4" | SY | 120 | 120 |
| 11 | Concrete Driveway - 6" | SY | 150 | 150 |
| 12 | FDOT 2' Drop Curb | LF | 40 | 40 |
| 13 | FDOT Type 'D' Curb | LF | 38 | 38 |
| 14 | FDOT Type 'F' Curb | LF | 38 | 38 |
| 15 | Site Grading | LS | 15,000 | 15,000 |
| 16 | Install Fence (in kind) and 5-Gate | LF | 55 | 55 |




Drug Free Workplace Certification**Section 00300**

Identical or "Tie" Bids:

Preference shall be given to businesses with drug free workplace programs. Whenever two or more proposals which are equal in respect to price, quality, and service are received by the State or by any political subdivision for procurement of commodities or contractual services, a bid received from a business that certifies that it has implemented a drug free workplace program shall be given preference in the award process.

In order to have a drug free workplace program, a business shall:

- 1) Publish and pass out to each employee a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace.
- 2) Inform employees about the dangers of drug abuse in the workplace and the penalties that may be imposed upon employees for drug abuse violation.
- 3) Inform employees that the employer must be notified of a violation occurring in the workplace no later than five (5) calendar days after a conviction.
- 4) Impose sanctions on, or require the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community, by any employees who is so convicted.
- 5) Make a good faith effort to continue to maintain a drug free workplace through implementation of this section.

9.5.2023
Name (signature) Date

Thomas C. Close
Name (printed)

President
Title



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

6/21/2023

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

| | | |
|--|---|-----------------------|
| PRODUCER Pritchards And Associates 10791 SW Tradition Square Port Saint Lucie FL 34987 | CONTACT NAME: Jennifer Kerns | |
| | PHONE (A/C, No, Ext): (772) 345-7700 | FAX (A/C, No): |
| E-MAIL ADDRESS: Jennifer@pritchardsinc.com | | |
| INSURER(S) AFFORDING COVERAGE | | NAIC # |
| INSURER A : Southern Owners | | 10190 |
| INSURER B : Auto-Owners Insurance Company#~ | | 18988 |
| INSURER C : Florida Citrus Business & Industry for Work Comp | | |
| INSURER D : Guideone National Insurance Co | | 14167 |
| INSURER E : | | |
| INSURER F : | | |

INSURED CLOSCON-01
Close Construction Services LLC
PO BOX 2558
OKEECHOBEE FL 34973-2541

COVERAGES

CERTIFICATE NUMBER: 1671338966

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

| INSR LTR | TYPE OF INSURANCE | ADDL INSD | SUBR WVD | POLICY NUMBER | POLICY EFF (MM/DD/YYYY) | POLICY EXP (MM/DD/YYYY) | LIMITS |
|----------|---|-----------|----------|-----------------------------|-------------------------|-------------------------|---|
| A | <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PROJE CT <input type="checkbox"/> LOC OTHER: | | | 72637778 | 6/14/2023 | 6/14/2024 | EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 50,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$ |
| B | <input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY | | | 4457286400 | 6/14/2023 | 6/14/2024 | COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ 1,000,000 BODILY INJURY (Per accident) \$ 1,000,000 PROPERTY DAMAGE (Per accident) \$ 1,000,000 \$ |
| | <input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$ | | | | | | EACH OCCURRENCE \$ AGGREGATE \$ \$ |
| C | WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below | Y/N N | N/A | 10665448-2023 | 4/1/2023 | 4/1/2024 | <input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000 |
| A D | Inland Marine Pollution Liability | | | 72637778 ENV562012894-00 | 6/14/2023 1/13/2023 | 6/14/2024 1/13/2024 | Rented Equipment Aggregate Limit Each Poll. Condition 100,000 2,000,000 1,000,000 |

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER

For Informational Purposes Only

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

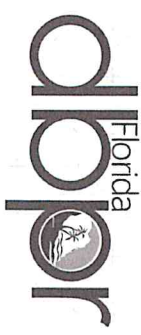
AUTHORIZED REPRESENTATIVE

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Ron DeSantis, Governor

Melanie S. Griffin, Secretary



STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION

CONSTRUCTION INDUSTRY LICENSING BOARD

THE GENERAL CONTRACTOR HEREIN IS CERTIFIED UNDER THE
PROVISIONS OF CHAPTER 489, FLORIDA STATUTES

CLOSE, THOMAS CHRISTOPHER

CLOSE CONSTRUCTION SERVICES, LLC
305 NW 4TH AVENUE
OKEECHOBEE FL 34972

LICENSE NUMBER: CGC1526474

EXPIRATION DATE: AUGUST 31, 2024

Always verify licenses online at MyFloridaLicense.com

Do not alter this document in any form.

This is your license. It is unlawful for anyone other than the licensee to use this document.





Public Entity Crimes – Sworn Statement

Section 00300

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 on a contract to provide any goods or services to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with a public entity, and may not transact business with any public entity in excess of a period of 36 months from the date of being placed on the convicted vendor list.

Pursuant to Section 287.134(2) (a), Florida Statutes, an entity or affiliate who has been placed on the discriminatory vendor list may not submit a bid on a contract to provide any goods or services to a public entity.

This sworn statement by Thomas C. Close, President
Name and title of business representative

who is authorized to represent Close Construction Services
Business name

hereby specifies that neither the entity submitting this statement, nor any officers, directors, executives, partners, employees, shareholders who are active in management of the entity, nor any affiliate of the entity have been charged with and convicted of a public entity crime subsequent to July 1, 1989.

[Signature]
Signature

9.5.2023
Date

STATE OF FLORIDA
COUNTY OF ORANGE

Personally appeared before me, the undersigned authority, on this 5 day of

September, 20 23.

[Signature]
Notary Public



SHERYL L. WELLS
Commission # HH 178070
Expires November 16, 2025
Bonded Thru Budget Notary Services
Commission Date

CLOSE CONSTRUCTION SERVICES, LLC

305 NW 4th Avenue, Okeechobee, FL 34972

Phone: 863.467.0831

State License #CGC1526474

References

1.

Project Name: Three Island Recuse Irrigation

Owner: City of Hallandale Beach, FL

Address: 630 NW 2nd St. Hallandale Beach, FL

Location: Hallandale Beach, FL

**Contact
Person: Manga Ebbe**

Telephone: 954.457.3043

Email: mebbe@hallandalebeachfl.gov

**Money Value
of Work: \$ 1,508,698.83**

Description : Installation of approximately 3,775 LF of Pressurized reuse irrigation main, installation of irrigation services lines, storage tank, construction of a new pump station, road restoration, pressure testing.

2.

Project Name: ADA and Drainage Improvements at Wabasso School

Owner: School Board of Indian River County

Address: 6500 57th St. Vero Beach, FL 32967

Location: Sebastain, FL

**Contact
Person: Rick Huff**

Telephone: 772.564.5018

Email: Richard.huff@indianriverschools.org

**Money Value
of Work: \$127,553.54**

Description : Remove and replace concrete walk, ramps and stairs to meet ADA standards and update drainage system to capture downspout for walkway roof.

3.

Project Name: St. Lucie County Administration Building Drainage Connections

Owner: St. Lucie County

Address: 2300 Virginia Ave. Fort Pierce, FL 34982

Location: Fort Pierce, FL

**Contact
Person:** Desiree Cimino

Telephone: 772.462.3581

Email: Ciminod@stlucieco.org

**Money Value
of Work: \$131,417.49**

Description : Drainage Improvements including remove and dispose of existing outlets and concrete, installation of 3 new FDOT inlets, 18" RCP, Pavement and restoration.

Close Construction Services. LLC **Equipment List Heavy Equipment**

Year Make and Model

1999 Daewoo 220 Track Hoe Excavator
2007 Wacker Compactor DPU6055/Plate Tamp
2011 Wacker Compactor BPU4045A/Plate Tamp
2010 Wacker Compactor BPU3050A/Plate Tamp
2004 Kubota Mini Excavator
2007 Bobcat T250 Skid Loader
2000 John Deere 444 Loader
2011 Doosan RX264H Jumping Jack
7 Foot Six Way Dozer Blade
1999 Ford F800 Water Truck

CLOSE CONSTRUCTION SERVICES, LLC

305 NW 4th Avenue, Okeechobee, FL 34972

Phone: 863.467.0831

State License #CGC1526474

Personnel List

| Name | Title |
|-----------------------------|--|
| Thomas C. Close | President/Project Manager |
| Christopher Rossi | Estimator |
| Sheryl Wells | Treasurer/Assistant Project Manager |
| Harvey Thin Elk | Laborer |
| Chris Mujica | Laborer |
| Donald Cooper | Superintendent |
| Clarence Thomas | Superintendent |
| Jeanne Thrash | Receptionist |
| Randall Seaver | Superintendent |
| Timothy Sinclair Jr. | Laborer |



**CITY OF BELLE ISLE, FLORIDA
SUPPLEMENTAL CONTRACT CONDITIONS**

The following 2 CFR policy requirements also apply to this assistance listing: 2 C.F.R. Part 25, Universal Identifier and System for Award Management; 2 C.F.R. Part 170, Reporting Subaward and Executive Compensation Information; and 2 C.F.R. Part 180, OMB Guidelines to Agencies on Government wide Debarment and Suspension (Nonprocurement). The following 2 CFR Policy requirements are excluded from coverage under this assistance listing: For 2 C.F.R. Part 200, Subpart C; 2 C.F.R. § 200.204 (Notices of Funding Opportunities); 2 C.F.R. § 200.205 (Federal awarding agency review of merit of proposal); 2 C.F.R. § 200.210 (Pre-award costs); and 2 C.F.R. § 200.213 (Reporting a determination that a non-Federal entity is not qualified for a Federal award). For 2 C.F.R. Part 200, Subpart D, the following provisions do not apply to the SLFRF program: 2 C.F.R. § 200.308 (revision of budget or program plan); 2 C.F.R. § 200.309 (modifications to period of performance); C.F.R. § 200.305 (b)(8) and (9) (Federal Payment).

A. Records

1. As a condition of receiving state or federal financial assistance, and as required by sections 20.055(6)(c) and 215.97(5)(b), Florida Statutes, the Division, the Chief Inspector General of the State of Florida, the Florida Auditor General, or any of their authorized representatives, shall enjoy the right of access to any documents, financial statements, papers, or other records of the Recipient which are pertinent to this Agreement, in order to make audits, examinations, excerpts, and transcripts. The right of access also includes timely and reasonable access to the Recipient's personnel for the purpose of interview and discussion related to such documents. For the purposes of this section, the term "Recipient" includes employees or agents, including all subcontractors or consultants to be paid from funds provided under this Agreement.
2. The Recipient shall maintain all records related to this Agreement for the period of time specified in the appropriate retention schedule published by the Florida Department of State. Information regarding retention schedules can be obtained at: <http://dos.myflorida.com/library-archives/records-management/generalrecords-schedules/>.
3. Florida's Government in the Sunshine Law (section 286.011, Florida Statutes) provides the citizens of Florida with a right of access to governmental proceedings and mandates three, basic requirements: (1) all meetings of public boards or commissions must be open to the public; (2) reasonable notice of such meetings must be given; and (3) minutes of the meetings must be taken and promptly recorded.
4. Florida's Public Records Law provides a right of access to the records of the state and local governments as well as to private entities acting on their behalf. Unless specifically exempted from disclosure by Florida Statute, all materials made or received by a governmental agency (or



a private entity acting on behalf of such an agency) in conjunction with official business which are used to perpetuate, communicate, or formalize knowledge qualify as public records subject to public inspection.

IF THE RECIPIENT HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE RECIPIENT'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT: (850) 815-4156, Records@em.myflorida.com, or 2555 Shumard Oak Boulevard, Tallahassee, FL 32399.

B. COMPLIANCE WITH APPLICABLE LAW AND REGULATIONS.

1. Recipient agrees to comply with the requirements of section 603 of the Act, regulations adopted by Treasury pursuant to section 603(f) of the Act, and guidance issued by Treasury regarding the foregoing. Recipient also agrees to comply with all other applicable federal statutes, regulations, and executive orders, and Recipient shall provide for such compliance by other parties in any agreements it enters into with other parties relating to this award.
2. Federal regulations applicable to this award include, without limitation, the following:
 - a. Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, 2 C.F.R. Part 200, other than such provisions as Treasury may determine are inapplicable to this Award and subject to such exceptions as may be otherwise provided by Treasury. Subpart F – Audit Requirements of the Uniform Guidance, implementing the Single Audit Act, shall apply to this award.
 - b. Universal Identifier and System for Award Management (SAM), 2 C.F.R. Part 25, pursuant to which the award term set forth in Appendix A to 2 C.F.R. Part 25 is hereby incorporated by reference.
 - c. Reporting Subaward and Executive Compensation Information, 2 C.F.R. Part 170, pursuant to which the award term set forth in Appendix A to 2 C.F.R. Part 170 is hereby incorporated by reference.
 - d. OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement), 2 C.F.R. Part 180, including the requirement to include a term or condition in all lower tier covered transactions (contracts and subcontracts described in 2 C.F.R. Part 180, subpart B) that the award is subject to 2 C.F.R. Part 180 and Treasury's implementing regulation at 31 C.F.R. Part 19.
 - e. Recipient Integrity and Performance Matters, pursuant to which the award term set forth in 2 C.F.R. Part 200, Appendix XII to Part 200 is hereby incorporated by reference.
 - f. Governmentwide Requirements for Drug-Free Workplace, 31 C.F.R. Part 20.
 - g. New Restrictions on Lobbying, 31 C.F.R. Part 21.



- h. Uniform Relocation Assistance and Real Property Acquisitions Act of 1970 (42 U.S.C. §§ 4601-4655) and implementing regulations.
 - i. Generally applicable federal environmental laws and regulations.
3. Statutes and regulations prohibiting discrimination applicable to this award include, without limitation, the following:
- a. Title VI of the Civil Rights Act of 1964 (42 U.S.C. §§ 2000d et seq.) and Treasury's implementing regulations at 31 C.F.R. Part 22, which prohibit discrimination on the basis of race, color, or national origin under programs or activities receiving federal financial assistance;
 - b. The Fair Housing Act, Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §§ 3601 et seq.), which prohibits discrimination in housing on the basis of race, color, religion, national origin, sex, familial status, or disability;
 - c. Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. § 794), which prohibits discrimination on the basis of disability under any program or activity receiving federal financial assistance;
 - d. The Age Discrimination Act of 1975, as amended (42 U.S.C. §§ 6101 et seq.), and Treasury's implementing regulations at 31 C.F.R. Part 23, which prohibit discrimination on the basis of age in programs or activities receiving federal financial assistance; and
 - e. Title II of the Americans with Disabilities Act of 1990, as amended (42 U.S.C. §§ 12101 et seq.), which prohibits discrimination on the basis of disability under programs, activities, and services provided or made available by state and local governments or instrumentalities or agencies thereto.

C. REQUIRED CONTRACTUAL PROVISIONS

1. EQUAL OPPORTUNITY EMPLOYMENT

- a. In accordance with 41 CFR §60-1.4(b), the Recipient hereby agrees that it will incorporate or cause to be incorporated into any contract for construction work, or modification thereof, as defined in the regulations of the Secretary of Labor at 41 CFR Chapter 60, which is paid for in whole or in part with funds obtained from the Federal Government or borrowed on the credit of the Federal Government pursuant to a grant, contract, loan, insurance, or guarantee, or undertaken pursuant to any Federal program involving such grant, contract, loan, insurance, or guarantee, the following equal opportunity clause:

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, sexual orientation, gender identity, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following:

a. 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 considerations for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.

3. The contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the contractor's legal duty to furnish information.

4. The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

5. The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

6. The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.



7. In the event of the contractor's noncompliance with the nondiscrimination clauses of this Agreement or with any of the said rules, regulations, or orders, this Agreement may be canceled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

8. The contractor will include the portion of the sentence immediately preceding paragraph 1(a)(ii) of this section and the provisions of subparagraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance. Provided, however, that in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

2. COPELAND ANTI-KICKBACK ACT

- a. The Recipient hereby agrees that, unless exempt under Federal law, it will incorporate or cause to be incorporated into any contract for construction work, or modification thereof, the following clause:

"Contractor. The contractor shall comply with 18 U.S.C. § 874, 40 U.S.C. § 3145, and the requirements of 29 CFR pt. 3 as may be applicable, which are incorporated by reference into this contract."

- b. Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clause in subsection b(i) above and such other clauses as the Secretary may by appropriate instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all of these contract clauses.
- c. Breach. A breach of the contract clauses above may be grounds for termination of the contract, and for debarment as a contractor and subcontractor as provided in 29 CFR § 5.12.



3. CONTRACT WORK HOURS AND SAFETY STANDARDS

If the Recipient, with the funds authorized by this Agreement, enters into a contract that exceeds \$100,000 and involves the employment of mechanics or laborers, then any such contract 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 on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous, or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation.

4. CLEAN AIR ACT AND THE FEDERAL WATER POLLUTION CONTROL ACT

If the Recipient, with the funds authorized by this Agreement, enters into a contract that exceeds \$150,000, then any such contract must include the following provision:

“Contractor agrees 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), and will report violations to FEMA and the Regional Office of the Environmental Protection Agency (EPA).”

5. SUSPENSION AND DEBARMENT

If the Recipient, with the funds authorized by this Agreement, enters into a contract, then any such contract must include the following provisions:

- a. This contract is a covered transaction for purposes of 2 CFR pt. 180 and 2 CFR pt. 3000. As such the contractor is required to verify that neither the contractor, its principals (defined at 2 CFR § 180.995), nor its affiliates (defined at 2 CFR § 180.905) are excluded (defined at 2 CFR § 180.940) or disqualified (defined at 2 CFR § 180.935).
- b. The contractor must comply with 2 CFR pt. 180, subpart C and 2 CFR pt. 3000, subpart C and must include a requirement to comply with these regulations in any lower tier covered transaction into which it enters.
- c. This certification is a material representation of fact relied upon by the Division. If it is later determined that the contractor did not comply with 2 CFR pt. 180, subpart C and 2 CFR pt. 3000, subpart C, in addition to remedies available to the Division, the Federal Government may pursue available remedies, including, but not limited to, suspension and/or debarment.




- d. The bidder or proposer agrees to comply with the requirements of 2 CFR pt. 180, subpart C and 2 CFR pt. 3000, subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

6. BYRD ANTI-LOBBYING AMENDMENT

If the Recipient enters into a contract using funds authorized by this Agreement, then any such contract must include the following clause:

“Byrd Anti-Lobbying Amendment, 31 USC § 1352 (as amended). Contractors who apply or bid for an award of \$100,000 or more shall file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Each tier shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the Recipient.”


9/5/2023