

**ALACHUA COUNTY CDBG/SHIP HOUSING REHABILITATION PROJECT**  
**CONTRACT FOR DEMOLITION/ NEW HOME CONSTRUCTION**

Cheryl Kirkland  
NAME OF PROPERTY OWNER(S)

15007 SW 120<sup>th</sup> Ave, Archer, FL 32618  
PROJECT ADDRESS

CDBG #18DB-OM-03-11-01-H03  
JOB NUMBER

**THIS CONTRACT FOR DEMOLITION/REPLACEMENT AGREEMENT**, herein referred to as this "Agreement", is made and entered into as of this 3 day of August, 2021, by and between Cheryl Kirkland, herein referred to as the "Owner"; Certified Roofing & Construction, herein referred to as the "Contractor"; and Alachua County, a political subdivision of the State of Florida, herein referred to as the "County".

Recitals

**WHEREAS**, the Contractor has submitted a bid for the demolition/construction of a single family home for the Owner as hereinafter provided; and,

**WHEREAS**, the Owner proposes to finance in whole or in part the cost of the work provided for in this Agreement from funds made or to be made available to the Owner by the County, using the Alachua County grant funds acquired by the Agency through a Community Development Block Grant, herein referred to as the "CDBG Grant", from the Florida Department of Economic Opportunities and through a State Housing Initiative Partnership Grant, herein referred to as the "SHIP Grant", from the State of Florida ; and,

**WHEREAS**, the CDBG Grant is being administered on behalf of the County by Fred Fox Enterprises, Inc., a Florida corporation, or such other person or entity as may hereafter be designated by the County upon notice to the Owner and the Contractor, referred to herein as the "CDBG Administrator"; and,

**WHEREAS**, the Owner has accepted the Contractor's bid for the performance of the Work set forth herein, and said Work has been approved by the County; and,

**WHEREAS**, the Owner desires to engage the Contractor to perform said work in accordance with the provisions of this Agreement and applicable requirements of the County.

**WITNESSETH:** In consideration of the Recitals set forth hereinabove and of the premises and mutual covenants contained herein, and for other good and valuable consideration, the receipt and the adequacy of which are mutually acknowledged, with each party accordingly waiving any challenge to the sufficiency and adequacy of such consideration, it is mutually covenanted, promised and agreed by the parties hereto as follows:

Section 1. Property

The property upon which the improvements under this Agreement are to be made, herein referred to as the "Property", is located at 15007 SW 120<sup>th</sup> Ave, Archer, FL 32618 (Unincorporated Alachua County), and is more particularly described as follows:

Legal Description

*A parcel of land in the North ½ of Government Lot 8 in Section 10, Township 11 South, Range 18 East, Outside the Arredondo Grant, Alachua County, Florida, being more particularly described as follows:*

*For a Point of Reference commence at the SW corner of the N 1/2 of Government Lot 8 in Section 10-11-18, Outside the Arredondo Grant, Alachua County, Florida; thence S 89° 15' 19" E, along the South line of said N 1/2 of Gov't Lot 8, 1054.88 feet to the POINT OF BEGINNING; thence continue S 89° 15' 19" E, along said South line, 278.14 feet to the SE corner of said N 1/2 of Gov't Lot 8; thence N 00° 09' 05" E, along the East line of said N 1/2 of Gov't Lot 8, 313.24 feet; thence N 89° 15' 19" W, 278.14 feet; thence S 00° 09' 05" W, 313.24 feet to close on the POINT OF BEGINNING.*

*And*

*A parcel of land in the North ½ of Government Lot 8 in Section 10, Township 11 South, Range 18 East, Outside the Arredondo Grant, Alachua County, Florida, being more particularly described as follows:*

*For a point of Reference commence at the SW corner of the N 1/2 of Government Lot 8, in Section 10-11-18, Outside the Arredondo Grant, Alachua County, Florida; thence S 89° 15' 19" E, along the South line of said N 1/2 of Gov't Lot 8, 1333.02 feet to the SE corner of said N 1/2 of Gov't Lot 8; thence N 00° 09' 05" E, along the East line of said N 1/2 of Gov't Lot, 313.24 feet to the POINT OF BEGINNING; thence continue N 00° 09' 05" E, along said East line, 351.47 feet to the NE corner of said N 1/2 of Gov't Lot. 8; thence N 89° 21' 56" W, along the North line of said N 1/2 of Gov't Lot 8, 278.13 feet; thence S 00° 09' 05" W, 350.93 feet; thence S 89° 15' 19" E, 278.14 feet to close on the POINT OF BEGINNING.*

*And*

*A parcel of land in the North 1/2 of Government Lot 8 in Section 10, Township 11 South, Range 18 East, Alachua County, Florida, being more particularly described as follows:*

*For a Point of Reference commence at the Southwest corner of the North 1/2 of Government Lot 8 in Section 10, Township 11 South, Range 18 East, Alachua County, Florida; thence S 89° 15' 10" E, along the South line of said North 1/2 of Government Lot 8, 1054.88 feet; thence N 00° 08' 05" E, parallel with the East line of said North 1/2 of Government Lot 8, 210.00 feet, to the Point of Beginning; thence continue N 00° 09' 05" E, 454.17 feet, to the North line of said North 1/2 of Government Lot 8; thence N 89° 21' 58" W, along said North line, 48.00 feet; thence S 00° 09' 05" E, 454.08 feet; thence S 89° 15' 17" E, 48.00 feet, to close on the POINT OF BEGINNING.*

*And*

*A parcel of land in the North ½ of Government Lot 8 in Section 10, Township 11 South, Range 18 East, Outside the Arredondo Grant, Alachua County, Florida, being more particularly described as follows:*

*For a Point of Reference commence at the Southwest corner of the North 1/2 of Government Lot 8, in Section 10, Township 11 South, Range 18 East, Outside the Arredondo Grant, Alachua County, Florida; thence S 89° 15' 19" E., along the South line of said North ½ of Government Lot 8, 644.84 feet to the POINT OF BEGINNING; thence continue S 89° 15' 19" E., along said South line of the North ½ of Government Lot 8, 210.00 feet to the Southwest corner of that certain property described in Official Records Book 1797, Page 1703, of the public records of Alachua County, Florida; thence N 00° 09' 05" E., along the West line of*

*lest said property, 210.00 feet; thence N 89°15'19" W, 210.00 feet; thence S 00° 09' 05" W., 210.00 feet to close on to POINT of BEGINNING*

Parcel ID  
04722-011-000

Section 2. Contract Documents

(a) The Contract Documents which comprise this Agreement consist of this Agreement, as executed on behalf of the parties hereto, and the following additional documents, each of which has been attached to this Agreement prior to its execution on behalf of the Owner and the Contractor and each of which is hereby incorporated into this Agreement by reference: the Contractor's bid proposal, signed and dated on behalf of the Contractor as of the 14 day of June, 2021 and accepted by the Owner as of the 3 day of August, 2021, for the work to be performed by the Contractor pursuant to this Agreement, referred to herein as the "Work". Change orders or other authorized documents pertaining to the Work and issued after the execution of this Agreement shall also become Contract Documents.

(b) The Contractor shall maintain at the Property one copy of all drawings if applicable, general specifications and Work Write-up, addenda, approved shop drawings if applicable, and other modifications in good order and marked to record all changes made during construction. These shall be available to the Owner and Agency upon request.

Section 3. Occupancy

The Property shall not be occupied during the course of the Work. Unless otherwise specified herein, the Contractor shall have complete control and possession of the Property during the construction period.

Section 4. Contract Price

(a) In consideration of the satisfactory performance of the Work by the Contractor in accordance with the terms of this Agreement, and except as otherwise provided elsewhere in this Agreement, including but not limited to the provisions of Sections 20 and 21 hereof, the Owner agrees to pay to the Contractor the sum of One Hundred Twenty Three Thousand & 00/100 Dollars (\$123,000.00) –SHIP to fund \$45,000.000 and CDBG to fund \$ 78,000.00 hereinafter called the "Contract Price", which shall constitute full and complete compensation for the Contractor's performance of the Work provided for in this Agreement.

ASBESTOS ABATEMENT AND DEMOLITION:	\$ 10,500.00
<u>NEW HOME</u>	<u>\$ 112,500.00</u>
TOTAL CONTRACT	\$ 123,000.00

(b) Payment of the Contract Price shall be made by the County periodically in accordance with the following draw schedule:

- Draw #1- Demolition is complete and site is prepped - \$ 9,450.00
- Draw #2- Slab complete - \$ 25,312.50
- Draw #3- Exterior walls are completed and the house is dried-in to include, roof Shingles, windows and exterior doors - \$ 25,312.50
- Draw #4- Sheetrock is ready for painting - \$ 25,312.50
- Draw #5- Final completion - \$ 25,312.50
- Draw #6- 10% retainer for 60 days after completion - \$ 12,300.00

All draw requests to be accompanied by a list of subcontractors and suppliers, release of liens from all listed, and the following documentation when applicable: land fill receipts, asbestos contractor certification, builders risk insurance documentation, pest treatment, energy star certification, recorded notice of commencement, building inspection record, seer rating documentation, attic insulation certification, health department certification and certificate of occupancy

(c) When the Work has been completed and a certificate of occupancy or its equivalent issued by the County's Building Department, the CDBG Administrator and the Owner shall conduct a final inspection of the completed Work. The final payment of the Contract Price shall be made by the County to the Contractor when all of the Work is satisfactorily completed, and the Owner so agrees in writing, and the Contractor has fully complied with the requirements of Section 20 hereof and is in compliance with the requirements of Section 21 hereof.

#### Section 5. Time of Performance

(a) The Contractor shall commence the Work within 10 calendar days immediately following the Contractor's receipt of the Notice to Proceed referred to in Section 7 of this Agreement, unless a delay is approved in writing by the CDBG Administrator.

(b) Time is the essence of this Agreement.

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

(d) The Contractor shall satisfactorily complete the Work within 90 days immediately following the Contractor's receipt of the Notice to Proceed referred to in Section 7 of this Agreement. Said completion period may be extended upon written approval by the CDBG Administrator in conjunction with an approved Change Order, or as a result of acts of God or other extenuating circumstances beyond the Contractor's fault or control, hereinafter referred to as "cause". Accordingly, extensions shall be limited to approved Change Orders and unforeseeable circumstances. An unforeseeable circumstance shall not be deemed to include the default of a subcontractor, supplier or materialism unless such default is attributable to cause as defined herein.

(e) Failure by the Contractor to satisfactorily complete the Work within the time specified plus allowed extensions shall result in liquidated damages in the amount of **One Hundred Dollars (\$100.00)** per day beyond the time specified. The parties agree that the foregoing liquidated damages are

not a penalty, but represent negotiated damages suffered by the Owner on account of delay, which damages are not at the time of entry into this Agreement readily capable of determination. The Owner shall have the right to apply as payment on such liquidated damages any money which is otherwise payable by the Owner to the Contractor under this Agreement. Permitting the Contractor to continue and finish the Work, or any part of it, after the expiration of the time allowed for completion, including allowed extensions, shall in no way act as a waiver on the part of the Owner of the liquidated damages due under this Agreement.

(f) Once the Contractor has commenced the Work, if the Contractor should thereafter fail to actively and diligently prosecute the same for a period of 10 consecutive calendar days without cause as defined herein or permission from the Owner and the CDBG Administrator, the Work shall be considered abandoned and the Contractor shall be considered in breach of this Agreement. Thereafter the Owner may proceed to have the Work completed by a third-party contractor after written approval to proceed is obtained from the CDBG Administrator. If the Owner should fail to proceed with the completion of the Work under such circumstances, the County at its sole option and discretion may proceed to have the Work completed.

#### Section 6. Scope of Work

(a) In consideration of payment of the Contract Price, the Contractor agrees to furnish all labor, materials, equipment, tools, supervision, permits, licenses and services necessary for the proper completion of the Work in a competent and workmanlike manner according to standard practices. The Contractor shall perform the Work in strict conformance with the Contract Documents. All materials used in the Work are guaranteed by the Contractor to be as specified in the Contract Documents.

(b) Neither the Owner nor the County shall be liable to compensate the Contractor for any work performed beyond that which is set forth in the Contract Documents, including the Work Write-up and Contractor's bid proposal, unless a Change Order is approved by the Owner, Contractor, Administrator and the County.

(c) Before undertaking or installing any Work, the Contractor shall carefully study and compare the Contract Documents and the Property. The Contractor shall report at once in writing to the CDBG Coordinator any error, omission, or inconsistency in the documents. Any necessary changes shall be adjusted by appropriate Change Order. However, if the Contractor fails to report any error, omission or inconsistency and installs Work according to the error, omission or inconsistency, the Contractor shall bear all liabilities and costs attributable to such Work.

(d) Throughout the performance of the Work, the Contractor shall keep the Property clean and remove all debris at the completion of the Work to an approved solid waste disposal site at its sole expense.

#### Section 7. Issuance of Notice to Proceed

Any other provision of this Agreement to the contrary notwithstanding, the Contractor shall not commence the Work until the CDGB Administrator and the Owner have jointly issued to the Contractor a written Notice to Proceed. If the Contractor does not receive the written Notice to Proceed within 60 days immediately following the date first above written, the Contractor may notify the Owner and the CDBG Administrator in writing that the Contractor stands ready to commence the Work within 10 days immediately following the Contractor's receipt thereof. If the Contractor does not thereafter receive the CDBG Administrator's written Notice to Proceed within the time period specified in the Contractor's

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written notice, then this Agreement shall be considered terminated without further notification or other action on the part of either the Contractor or the Owner.

#### Section 8. Permits and Codes

The Contractor shall, at its own expense, secure all necessary permits and licenses required in connection with the performance of the Work provided for in this Contract, and shall perform all such work in full compliance with the requirements of applicable codes, ordinances and regulations of the applicable local government. Further, the Contractor shall ensure that all subcontractors are properly licensed, insured and supervised.

#### Section 9. Insurance

The Contractor shall maintain in force, between the time that the Contractor commences the Work and the time that such Work is completed, comprehensive public and general liability insurance protecting the Owner for not less than \$500,000/\$1,000,000 in the event of bodily injury, including death, and \$150,000 in the event of property damage arising out of the Contractor's operations under this Agreement, including those operations of the Contractor and all employees, principals, agents, subcontractors and suppliers directly or indirectly employed by either the Contractor or such subcontractors or suppliers, and such insurance or other coverage as is required by Florida law governing Worker's Compensation. Before commencing the Work, the Contractor shall furnish the Owner and the County with certificates demonstrating that the required insurance is in force. The Contractor's insurance policies shall also be submitted to the Owner and the County for prior approval, and shall be endorsed to provide that the policies will not expire or be canceled or changed until then (10) days after written notice of expiration, cancellation or change has been delivered to the Owner and the County.

#### Section 10. Subcontractors

(a) Should the Contractor use any subcontractors for the performance of any portion of the Work, the same shall be deemed as performance by the Contractor, and the Contractor shall be fully responsible for the same.

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

- (i) preserve and protect the rights of the Owner and the County under this Agreement with respect to the portion of the Work to be performed by the subcontractor so that the same will not prejudice their rights;
- (ii) require such portion of the Work to be performed in accordance with the requirements of the Contract Documents;
- (iii) require submission to the Contractor of applications for payments under subcontract to which the Contractor is a party in reasonable time to enable the Contractor to apply for payment;
- (iv) require that all claims for additional costs, extensions of time, damages or delays or otherwise with respect to subcontracted portions of the Work shall be

submitted to the Contractor (by any subcontractor or sub-subcontractor where appropriate) in sufficient time so that the Contractor may comply in the manner provided in the Contract Documents for like claims by the Contractor upon the Owner;

- (v) require the subcontractor to comply with the federal equal opportunity/affirmative action provisions outlined in Section 35 hereof, and obligate each subcontractor specifically to consent to said provisions.

(c) Each subcontractor shall be bound by the terms and conditions of the contract between the subcontractor and the Contractor insofar as the same applies to the subcontractor's portion of the Work, but said contract shall not relieve the Contractor from the full responsibility to the Owner for the proper completion of all Work to be performed under this Agreement. In this regard, the Contractor shall not be released from said responsibility by any subcontractor agreement the Contractor may make with any third party.

#### Section 11. Accident Prevention

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

#### Section 12. Care of Work

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

#### Section 13. Supervision of Work

The Contractor shall be responsible to the Owner for the acts and omissions of all the Contractor's principals, employees, agents, subcontractors and suppliers, and all of their principals, employees, agents, and all other persons performing any of the Work on behalf of the Contractor. The Contractor shall at all times enforce strict and good order among its employees, agents and subcontractors and shall not employ on the Work any unfit persons or anyone not skilled in the task assigned to him or her. The Contractor shall act as or employ a competent superintendent who shall regularly visit the Property during the progress of the Work. The superintendent shall represent the Contractor and all communications given to the superintendent shall be as binding as if given to the Contractor. Important

communications will be confirmed in writing. Other communications will be so confirmed upon request in each case.

#### Section 14. Utilities

The Contractor shall supply all utilities necessary to carrying out and complete the Work at the Contractor's sole expense.

#### Section 15. Owner's Cooperation with Contractor

The Owner will cooperate with the Contractor to facilitate orderly and prompt performance of the Contractor's obligations under this Agreement. This shall include the Owner's making necessary selections of paint colors, floor coverings, etc., in a timely manner; authorizing the payment request(s) as soon as the request(s) is/are justified; refraining from requesting additional Work or changes in the Work or materials as specified herein, except through an approved Change Order; removing, as necessary, any rugs, furniture, pictures, etc., from the room(s) being rehabilitated; and other actions as may reasonably be expected from the Owner in order to achieve the fulfillment of this Agreement.

#### Section 16. Contract Changes

No modification of this Agreement shall be made after its execution by the Contractor and the Owner except by written instrument signed by the Contractor, accepted by the Owner and approved by the County and Grant Administrator.

#### Section 17. Changes in the Work

No changes, alterations, additions, deletions or substitutions in the Work or materials called for in this Agreement shall be made except through a written Change Order approved by the Owner, administrator, the Contractor and the County. If the Owner desires a change in the Work or materials as described in the Agreement (for example, the location of a door to be installed), and the same are not code-required, then such changes shall not involve additional public funds from the County, and shall be limited to no-charge changes or changes for which the Owner agrees to pay.

#### Section 18. Changes in the Contract Price

(a) Changes in the Work must be itemized and evaluated for either increase or decrease in the Contract Price. Such decreases and increases will be in line with the prices in the Contractor's original bid proposal and/or the County's cost estimate for the changes(s).

(b) Changes in the Contract Price, whether increases or decreases, must be approved by the Owner, Administrator, the Contractor, and the County in writing prior to implementation, else neither the County nor the Owner shall be liable to the Contractor to pay for the same; provided, the Owner and Contractor may negotiate price increases for any change in the Work which is not due to code-required or other mandated circumstance, and such change shall not be payable by the County.

#### Section 19. Inspection

(a) During the performance of the Work, the Contractor and the Owner shall permit the United States Government, or the Florida Department of Economic Opportunities, or its designee, to inspect the Work. The Contractor shall also permit the County's Building Inspector, the CDBG



Administrator and the County to examine and inspect the Work as necessary to assure that the Work being performed by the Contractor:

- (i) will satisfy the requirements of all local housing and building codes and other applicable codes and ordinances; and,
  - (ii) is being completed in accordance with the requirements of the Contract Documents.
- (b) The Contractor is responsible for requesting progress and final inspections simultaneously by the CDBG Administrator, the Building Inspector and the County. However, no inspector will be responsible for the Contractor's failure to carry out the Work in accordance with the Contract Documents. The Contractor shall also permit inspection by the County, the Florida Department of Economic Opportunities, and the United States Government of all contracts, materials, and payrolls and conditions of employment pertaining to the Work being performed under this Agreement.

#### Section 20. Payment of Contract Price

(a) Upon satisfactorily completing a portion of the Work that would entitle the Contractor to payment of a portion of the Contract Price under the draw schedule set forth in Section 4 hereof, the Contractor may submit to the CDBG Administrator a request for partial payment. Any such payment request must be made on a Request for Payment and Affidavit form approved by the County. By executing such form, the Contractor must certify that the portion of the Work for which partial payment is requested is satisfactorily completed, that all employees, subcontractors and suppliers of the contractor contributing labor, materials and services in achieving such level of completion have been paid in full, and that the Contractor waives and releases any lien claim the Contractor may have against the Property based thereon. The Contractor must also submit to the CDBG Administrator affidavits from all such subcontractors and suppliers of the Contractor evidencing their receipt of such payment in full and fully waiving and releasing any lien claims they may have against the Property based thereon. The Request for Payment and Affidavit, together with the affidavits and waivers and releases of liens by the subcontractors and suppliers, shall be referred to herein as the "Payment Documents". Upon determining that the Payment Documents are in proper order, the CDBG Administrator and the County's Building Director or his or her designee shall inspect the Property with the Owner to verify that the portion of the Work for which the payment has been requested has been satisfactorily completed. The Owner shall evidence such approval in writing prior to the making of such payment. Upon the approval by the Owner, the County shall make such payment in accordance with the Florida Prompt Payment Act, except that the Owner shall make any payment for any portion of such completed Work that the Owner has agreed to pay in any Change Order, as elsewhere is provided herein.

(b) Upon satisfactorily completing all of the Work, the Contractor may submit to the CDBG Administrator a request for final payment. The procedure for requesting such final payment shall be the same as is provided in subsection (a) for a partial payment, except that the Contractor must also furnish to the Owner, in care of the County, all manufacturers' and suppliers' warranties and certificates (for example, pest control and insulation), as may be applicable to the Work.

(c) The Owner hereby grants the County the right to disburse partial and/or final payment to the Contractor in the event that a dispute arises between the Owner and the Contractor. Such disbursement shall be issued only after the County's Building Official has reviewed the facts and

circumstances involved in the dispute and has determined that the Owner's refusal to approve such payment is without just cause.

(d) The County may deduct from any payment to be made under this section any liquidated damages accruing under the terms of Section 5 hereof. The Owner hereby agrees that the County shall retain such liquidated damages in consideration of the funding for the Work provided herein by the County, and hereby assigns such liquidated damages and the right to receive the same to the County.

#### Section 21. Liens

(a) At no time shall any payment be due to the Contractor if there is any outstanding liens or claims of liens on the Property arising out of the Work. Payment shall not be due until the Contractor provides all waivers or releases of each such lien, and satisfaction of any such recorded lien, to the Owner, in care of the County.

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

#### Section 22. Hold Harmless Clause

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

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

#### Section 23. General Guaranty

Neither the final payment nor any provision in the Contract Documents, nor partial or entire occupancy of the Property by the Owner, shall constitute an acceptance of Work not satisfactorily completed for purposes of any applicable warranties, nor shall the same operate to relieve the Contractor from the Contractor's responsibility for faulty materials or workmanship. The Contractor shall remedy any defects in the Work and pay for any damage to other portions of the Work resulting therefrom, which

shall appear within a period of one (1) year from the date of final inspection. The Owner will give notice to the Contractor and the County of observed defects with reasonable promptness.

Section 24. Assignment of Contract

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

Section 25. Owner's Right to Stop the Work

If the Contractor fails to correct defective Work, or fails to supply materials or equipment in accordance with the Contract Documents, or fails to diligently prosecute the completion of the Work, or is otherwise in breach of this Agreement, the Owner, with the prior approval of the County, may order the Contractor to stop the Work, or any portion thereof, until the cause for such order has been eliminated.

Section 26. Disputes

All claims or disputes between the Owner and the Contractor arising out of or related to the Work shall be decided by arbitration. The Owner and Contractor shall submit all disputes or claims, regardless of the extent of the Work's progress, to the County of County Manager's office, unless the parties mutually agree otherwise. The County Manager shall undertake an expeditious review of the circumstances and shall give each party an opportunity to be heard and to present evidence in the matter. The County Manager shall make a recommendation to the County Council, which shall be the final arbitrator of any and all such disputes. Notice of the demand for arbitration shall be filed by the Owner or Contractor to the other in writing, and shall be made within a reasonable time after the dispute has arisen. The award rendered by the Council as arbitrator shall be final, and judgment may be entered upon it in accordance with applicable law in any court having jurisdiction thereof. The Council as arbitrator may award reasonable attorney's fees and costs in favor of the prevailing party.

Section 27. Termination of Owner

- (a) The Owner, with the approval of the County, may declare this Agreement to be terminated:
- (a) if the Contractor is adjudged bankrupt or makes a general assignment for the benefit of creditors, or if a receiver is appointed on account of the Contractor's insolvency; or,
  - (b) if the Contractor persistently or repeatedly refuses or fails to perform the Work diligently and expeditiously, except in cases for which an extension of time is provided; or,
  - (c) if the Contractor fails or refuses to provide Work in accordance in with the Contract Documents, including any approved Change Order, or,
  - (d) if the Contractor fails to make timely payment to subcontractors or suppliers for materials or labor; or,

(e) if the Contractor persistently disregards laws, ordinances, rules, regulations or orders of any public authority having jurisdiction in the course of prosecuting the Work; or,

(f) if the Contractor is otherwise guilty of a substantial violation of a provision of the Contract Documents.

(b) The Owner shall present a written statement of cause for termination to the CDBG Program Administrator. Upon certification by the Administrator that sufficient cause exists to justify such action, the Owner shall immediately issue written notice to the Contractor. Such notice shall automatically terminate the Agreement after five (5) days unless the Contractor removes the cause for termination within said five (5) days. In the event of such termination, the Contractor shall remain liable to the Owner and to the County for any liability for damages caused by the Contractor's failure to complete the Work, including the cost of engaging another contractor to correct and/or complete the Work, to the extent that such cost, when combined with all partial payments made to the Contractor under this Agreement, exceeds the Contract Price, as otherwise adjusted herein, together with any liquidated damages accruing hereunder. Such excess shall be referred to herein as the "Contract Excess".

(c) Upon such termination, the County may issue payment to the Contractor for the amount of Work satisfactorily completed by the Contractor, subject to the payment procedures provided in Section 20 hereof; provided, the County may withhold such payment until the final completion of the Work by another contractor if in the reasonable judgment of the County a Contract Excess may occur. If the County so elects to withhold payment, then following final completion of the Work, the County may deduct from such payment any Contract Excess.

#### Section 28. Interest of Federal, State and Local Officials

(a) No member of or Delegate to the Congress of the United States, or Resident Commissioner, and no elected state official or state employee shall share in any proceeds of the CDBG Program funds, or in any benefit to arise from the same.

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

#### Section 29. Record and Audit

The Contractor shall maintain personnel and financial records adequate to identify and account for all costs pertaining to this Agreement. These records shall be retained for six (6) years after the completion of the Work. Records shall be available for inspection by State, Federal or Agency Auditors

or Monitors for the purpose of assessing the Contractor's compliance with equal opportunity requirements and for assuring proper use and accounting of all funds used in making payments under this Agreement.

#### Section 30. Lead Base Paint

In the performance of the Work, the Contractor shall abide by the federal lead based paint provisions.

#### Section 31. Civil Rights Act of 1964

The parties agree that no person shall, on the grounds of race, color, or national origin, be excluded from participating in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance.

#### Section 32. Section 109 of the Housing and Community Development Act of 1974

The parties agree that no person in the United States shall, on the grounds of race, color, national origin, or sex, be excluded from participation in, be denied the benefits of, or be subjected to discrimination with respect to any program or activity funded in whole or in part with funds made available under the Housing and Community Development Act of 1974.

#### Section 33. Age Discrimination Act of 1975

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

#### Section 34. Equal Employment Opportunity

During the performance of the Work under this Agreement, the Contractor shall not discriminate against any employee or applicant for employment because of race, color, religion, or national origin. The Contractor will abide by Federal and local regulations pertaining to equal employment, if the sum to be charged for the Work is more than ten thousand dollars (\$10,000), by incorporating the required language of Executive Order No. 11246 as set forth in the Addendum A (B(1) through B(7)).

#### Section 35. Utilization of Minority and Women Firms (MBE/WBE)

The contractor shall take all necessary affirmative steps to assure that MBE/WBE firms are utilized when possible as suppliers and/or subcontractors, as applicable. Prior to contract award, the contractor shall document efforts to utilize MBE/WBE firms, including identifying what firms were solicited as suppliers and/or subcontractors, as applicable. Information regarding certified MBE/WBE firms can be obtained from:

- Florida Department of Management Services, Office of Supplier Diversity,
- Florida Department of Transportation (construction services, particularly highway),
- Minority Business Development Center in most major cities, and
- Local government MBE/WBE programs in many large counties and cities.

A firm recognized as an MBE/WBE by any of the above agencies is acceptable for the CDBG program

Section 36. Addendum A

(a) Addendum A attached hereto incorporates additional terms and conditions of this Agreement that have the same force, dignity and effect of the provisions set forth herein.

(b) The terms and conditions of Addendum A include the following:

- (i) E.O. 11246 clause (seven paragraphs-above \$10,000 or three-paragraph Equal Opportunity provisions if \$10,000 or under).
- (ii) Notice of Requirement for Affirmative Action to Ensure Equal Employment Opportunity (E.O. 11246-above \$10,000).
- (iii) Standard Federal Equal Opportunity Construction Contract-Specifications and Goals and Timetables (E.O. 11246-above \$10,000).
- (iv) Title VI Clause.
- (v) Section 3 Clause (written plan if \$10,000 +).
- (vi) Section 109 Clause.
- (vii) Segregated Facilities Clause.
- (viii) Flood Insurance, if applicable.
- (ix) Lead-Based Paint Clause.
- (x) Access to Records/Maintenance of Records.
- (xi) Conflict of Interest.
- (xii) Contractor's Equal Employment Opportunity-HUD 950.1 and 950.2 (above \$10,000).
- (xiii) Copeland "Anti-Kickback" Act.
- (xiv) Architectural Barriers Act.
- (xv) Section 503 Handicapped (Contracts \$ 2,500.00 or over)

Section 37. Alcoholic Beverages

The Contractor understands the use of alcohol and or drugs on a job site is strictly prohibited. Use is defined as either coming to the job site under the influence of alcohol or drugs or using alcohol or drugs on the job site. The Contractor agrees to inform its subcontractors and employees of this policy. This policy is in force at all times including breaks, lunch, before and after working hours on the site.

Violation of the policy by the Contractor, its employees or subcontractors shall be grounds for termination of the contract by the Owner or the County.

Section 38. Native American Cultural Artifacts

*The Contractor will include a statement on all copies of the construction plans that the project is located in an area of general historic interest to the Muskogee (Creek) Nation and work is to be stopped if and the tribe and FL DEO is to be contacted if Native American cultural materials are encountered to include artifacts or archaeological features. This can include but are not limited to arrowheads, broken pieces of pottery or glass, stone implements, metal fasteners or tools, human remains, etc. Archaeological features are stains in the soil that indicate disturbance by human activity.*

Contact: The Historic and Cultural Preservation Department, Muskogee (Creek) Nation, P.O. Box 580, Okmulgee, OK 74447 - (918) 732-7835 [clowe@mcn-nsn.gov](mailto:clowe@mcn-nsn.gov) and the Florida Department of Economic Opportunity (850)717-8422

IN WITNESS WHEREOF, each party has caused this Agreement to be executed by or on behalf of such party as of the date and year first above-written.

Charlotte Johnson  
Contractor – Charlotte Johnson

Certified Roofing & Construction  
Company Name

CBC1252541  
Contractor License Number

Susa Meadows  
Witness

\_\_\_\_\_  
Witness

Cheryl Kirkland  
Homeowner - Cheryl Kirkland  
Charlotte Johnson  
Witness

\_\_\_\_\_  
Co-applicant

\_\_\_\_\_  
Witness

STATE OF FLORIDA  
ALACHUA COUNTY

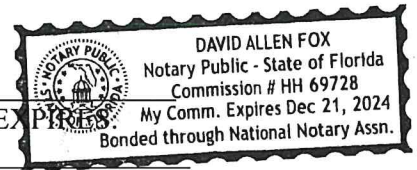
SWORN TO AND SUBSCRIBED before me this 3 day of August 2021 by Cheryl Kirkland who:

- (  ) is/are personally known to me
- (  ) produced a current Florida driver's license as identification
- (  ) produced \_\_\_\_\_ as identification

[Signature]  
NOTARY PUBLIC

MY COMMISSION EXPIRES

(SEAL)



STATE OF FLORIDA  
ALACHUA COUNTY

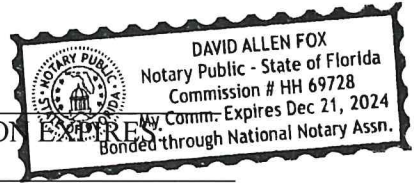
SWORN TO AND SUBSCRIBED before me this 3 day of August  
2021 by Charlotte Johnson who:

- (  ) is/are personally known to me
- (  ) produced a current Florida driver's license as identification
- (  ) produced \_\_\_\_\_ as identification

\_\_\_\_\_  
NOTARY PUBLIC

\_\_\_\_\_  
MY COMMISSION

(SEAL)





*ATTACHMENT "A"*

**SPECIAL EQUAL OPPORTUNITY & SECTION 3 PROVISIONS FOR PROPERTY  
RECONSTRUCTION/DEMOLITION AND REHABILITATION CONTRACTS AS REQUIRED  
BY THE CDBG PROGRAM:**

During the performance of work on CDBG funded home rehabilitation projects, certain federal requirements must be met. The federal requirements that each contractor must meet if awarded a CDBG funded home rehabilitation project contract include:

- A.       Activities and Contracts Not Subject to Executive Order 11246, as Amended
- (This section is applicable to Federally assisted construction contracts and related subcontracts the amount of which is \$10,000 or less)
- (1)       The CONTRACTOR shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The CONTRACTOR shall take affirmative action to ensure that applicants for employment are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, or national origin. Such action shall include, but not be limited to, the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship.
- (2)       The CONTRACTOR shall post in conspicuous places, available to employees and applicants for employment, notices to be provided by Contracting Officer seeking forth the provisions of this nondiscrimination clause. The CONTRACTOR shall state that all qualified applicants be considered without regard to race, color, religion, sex or national origin.
- (3)       Contractors shall incorporate foregoing requirements in all subcontracts.
- B.       Executive Order 11246 (contracts/subcontracts above \$10,000)
- (1)       Section 202 Equal Opportunity Clause
- (a)       The CONTRACTOR will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The CONTRACTOR will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, or national origin. Such action shall include, but not be limited to, the following: employment, upgrading, demotion, or transfer; recruitment, or recruitment advertising; layoff or termination, rates of pay or other forms of compensation; and selection for training, including apprenticeship. The CONTRACTOR agrees to post in a conspicuous place, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.
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- (b) The CONTRACTOR will, in all solicitations or advertisements for employees placed by or on behalf of the CONTRACTOR, state that all qualified applicants will receive consideration without regard to race, color, religion, sex, or national origin.
  - (c) The CONTRACTOR will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding a notice to be provided by the Contract Compliance Officer advising the said labor union or worker's representatives of the CONTRACTOR'S commitment under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
  - (d) The CONTRACTOR will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the Rules, Regulations, and Relevant Orders of the Secretary of Labor.
  - (e) The CONTRACTOR will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the Department and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and others.
  - (f) In the event of the CONTRACTOR'S noncompliance with the nondiscrimination clauses of this Contract or with any of the said rules, regulations, or orders, this contract may be canceled, be declared ineligible for further Government contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
  - (g) The CONTRACTOR will include the provisions of the sentence immediately preceding Paragraph (a) and the provisions of Paragraphs (a) through (g) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to Section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The CONTRACTOR will take such action with respect to any subcontract or purchase order as the Department may direct as a means of enforcing such provisions, including sections of noncompliance. Provided, however, that in the event a CONTRACTOR becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the Department, the CONTRACTOR may request the United States to enter into such litigation to protect the interest of the United States.
- (2) Notice of Requirement for Affirmative Action to Ensure Equal Employment Opportunity (Executive Order 11246). (Applicable to contracts/subcontracts exceeding \$10,000.)
- (a) The Offerer's or Bidder's attention is called to the "Equal Opportunity Clause" and the "Standard Federal Equal Employment Opportunity Construction Contract Specifications" set forth herein.
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- (b) The goals and timetables for minority and female participation, expressed in percentage terms for the CONTRACTOR'S aggregate workforce in each trade on all construction work in the covered area, are as follows:

Female participation: 6.9% (Statewide)

Minority participation 20.6% (Alachua County)

These goals are applicable to all CONTRACTOR'S construction work (whether or not it is federally-assisted) performed in the covered area. If the CONTRACTOR performs construction work in a geographic area located outside of the covered area, it shall apply the goals established for such geographic area where the work is actually performed. With regard to this second area, the CONTRACTOR also is subject to the goals for both its Federally involved and non-Federally involved construction.

The CONTRACTOR'S compliance with Executive Order and the regulations in 41 CFR Part 60-4 shall be based on its implementation of the Equal Opportunity Clause, specific affirmative action obligations required by the specifications set forth in 41 CFR 60-4.3 (a), and its efforts to meet the goals established or the geographic area where the contract resulting from his solicitation is to be performed.

The hours of minority and female employment or training must be substantially uniform throughout the length of the Contract and in each trade the CONTRACTOR shall make a good faith effort to employ minorities and women evenly on each of its projects. The transfer of minority or female employees or trainees from CONTRACTOR to CONTRACTOR or from project to project for the sole purpose of meeting the CONTRACTOR'S goals shall be a violation of the Contract, the Executive Order, and the regulations in 41 CFR Part 60-4. Compliance with the goals will be measured against the total work hours performed.

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

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

(a) As used in these specifications:

“Covered area” means the geographical area described in the solicitation from which this contract resulted;

“Director” means Director, Office of Federal Contract Compliance Programs, United States Department of Labor, or any person to whom the Director delegates authority;

“Employer identification number” means the Federal Social Security number used on the Employer’s quarterly Federal Tax Return, U. S. Treasury Department Form 941.

“Minority” includes:

- (I) Black (all persons having origins in any of the Black African racial groups not of Hispanic origin);
- (II) Hispanic (all persons of Mexican, Puerto Rican, Cuban, Central or South American or other Spanish Culture or origin, regardless of race);
- (III) Asian and Pacific Islander (all persons having origins in any of the Far East, Southeast Asia, the Indian Subcontinent, or the Pacific Island); and
- (IV) American Indian or Alaskan Native (all persons having origins in any of the original peoples of North America and maintaining identifiable tribal affiliations through membership and participation or community identification).

(4) Whenever the CONTRACTOR, or any Subcontractor at any tier, subcontracts a portion of the work involving any construction trade, it shall physically include in each subcontract in excess of \$10,000 the provisions of these specifications and the Notice which contains the applicable goals for minority and female participation and which is set forth in the solicitations from which this contract resulted.

(5) If the CONTRACTOR is participating (pursuant to 41 CFR 60-4.5) in a Hometown Plan approved by the U. S. Department of Labor in the covered area either individually or through an association, its affirmative action obligations on all work in the Plan area (including goals and timetables) shall be in accordance with that Plan for those trades which have unions participating in the Plan. Contractors must be able to demonstrate their participation in and compliance with the provisions of any such Hometown Plan. Each CONTRACTOR or Subcontractor participating in an approved Plan is individually required to comply with its obligations under the EEO clause, and to make a good faith effort to achieve each goal under the Plan in each trade in which it has employees. The overall good faith performance by other Contractors toward a goal in an approved Plan does not excuse any covered CONTRACTOR’S or SUBCONTRACTOR’S failure to take good faith efforts to achieve the Plan goals and timetables.

- (6) The CONTRACTOR shall implement the specific affirmative action standards provided in paragraphs (7) 1. through 16. of these specifications. The goals set forth in the solicitation from which this contract resulted are expressed as percentages of the total hours of employment and training of minority and female utilization the CONTRACTOR should reasonably be able to achieve in each construction trade in which it has employees in the covered area. Covered construction contractors performing contracts in geographical areas where they do not have a Federal or Federally-assisted construction contract shall apply the minority and female goals established for the geographic area where the contract is being performed. Goals are published periodically in the Federal Register in notice form and such notices may be obtained from any Office of Federal Contract Compliance Programs office or from Federal procurement contracting officers. The CONTRACTOR is expected to make substantially uniform progress in meeting its goals in each craft during the period specified.
- (7) Neither the provisions of any collective bargaining agreement, nor the failure by a union with whom the CONTRACTOR has a collective bargaining agreement, to refer either minorities or women shall excuse the CONTRACTOR'S obligations under these specifications, Executive Order 11246, or the regulations promulgated pursuant thereto.
- (8) In order for the nonworking training hours of apprentices and trainees to be counted in meeting goals, such apprentices and trainees must be employed by the CONTRACTOR during the training period, and the CONTRACTOR must have made a commitment to employ the apprentices and trainees at the completion of their training, subject to the availability of employment opportunities. Trainees must be trained pursuant to training programs approved by the U. S. Department of Labor.
- (9) The CONTRACTOR shall take specific affirmative actions to ensure equal employment opportunity. The evaluation of the CONTRACTOR'S compliance with these specifications shall be based upon its effort to achieve maximum results from its actions. The CONTRACTOR shall document these efforts fully, and shall implement affirmative action steps at least as extensively as the following:
1. Ensure and maintain a working environment free of harassment, intimidation, and coercion at all sites, and in all facilities at which the CONTRACTOR'S employees are assigned to work. The CONTRACTOR, where possible, will assign two or more women to each construction project. The CONTRACTOR shall specifically ensure that all foremen, superintendents, and other on-site supervisory personnel are aware of and carry out the CONTRACTOR'S obligation to maintain such a working environment, with specific attention to minority or female individuals working at such sites in such facilities.
  2. Establish and maintain a current list of minority and female recruitment sources, provide written notification to minority and female recruitment sources and to community organizations when the CONTRACTOR or its unions have employment opportunities available, and maintain a record of the organization's responses.
  3. Maintain a current file of the names, addresses, and telephone numbers of each minority and female off-the-street applicant and minority or female referral from
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a union, a recruitment source, or community organization and of what action was taken with respect to each such individual. If such individual was sent to the union hiring hall for referral and was not referred back to the CONTRACTOR by the union, or if referred, not employed by the CONTRACTOR, this shall be documented in the file with the reason therefore, along with whatever additional actions the CONTRACTOR may have taken.

4. Provide immediate written notification to the Director when the union or unions with which the CONTRACTOR has a collective bargaining agreement has not referred to the CONTRACTOR a minority person or woman sent by the CONTRACTOR, or when the CONTRACTOR has other information that the union referral process has impeded the CONTRACTOR'S efforts to meet its obligations.
  5. Develop on-the-job training opportunities and/or participate in training programs for the areas which expressly include minorities and women, including upgrading apprenticeship, trainee and other programs relevant to the CONTRACTOR'S employment needs, especially those programs funded or approved by the Department of Labor. The CONTRACTOR shall provide notice of these programs to the sources compiled under 7b above.
  6. Disseminate the CONTRACTOR'S EEO policy by providing notice of the policy to unions and training programs and requesting their cooperation in assisting the CONTRACTOR in meeting its EEO obligations; by including it in any policy manual and collective bargaining agreement; by publicizing it in the company newspaper, annual report, etc.; by specific review of the policy with all management personnel and with all minority and female employees at least once a year; and by posting the company EEO policy on bulletin boards accessible to all employees at each location where construction work is performed.
  7. Review, at least annually, the company's EEO policy and affirmative action obligations under these specifications with all employees having any responsibility for hiring, assignment, layoff, termination, or other employment decisions including specific review of these items with on-site supervisory personnel such as Superintendents, General Foremen, etc., prior to the initiation of construction work at any job site. A written record shall be made and maintained identifying the time and place of these meetings, persons attending, subject matter discussed, and disposition of the subject matter.
  8. Disseminate the CONTRACTOR'S EEO policy externally by including it in any advertising in the news media, specifically including minority and female news media, and providing written notification to and discussing the CONTRACTOR'S EEO policy with other Contractors and Subcontractors with whom the CONTRACTOR does or anticipates doing business.
  9. Direct its recruitment efforts, both oral and written, to minority, female and community organizations, to schools with minority and female recruitment and training organizations serving the CONTRACTOR'S recruitment area and employment needs. Not later than one month prior to the date for the acceptance
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of applications for apprenticeship or other training by any recruitment source, the CONTRACTOR shall send written notification to organizations such as the above, describing the openings, screening procedures, and tests to be used in the selection process.

10. Encourage present minority and female employees to recruit other minority persons and women and, where reasonable, provide after school, summer and vacation employment to minority and female youth both on the site and in other areas of a CONTRACTOR'S work force.
  11. Validate all tests and other selection requirements where there is an obligation to do so under 41 CFR 60-3.
  12. Conduct, at least annually, an inventory and evaluation at least of all minority and female personnel for promotional opportunities and encourage these employees to seek or to prepare for, through appropriate training, etc., such opportunities.
  13. Ensure that seniority practices, job classifications, work assignments and other personnel practices, do not have a discriminatory effect by continually monitoring all personnel and employment related activities to ensure that the EEO policy and the CONTRACTOR'S obligations under these specifications are being carried out.
  14. Ensure that all facilities and company activities are non-segregated except that separate or single-user toilet and necessary changing facilities shall be provided to assure privacy between the sexes.
  15. Document and maintain a record of all solicitations of offers for subcontracts from minority and female construction contractors and suppliers, including circulation of solicitations to minority and female contractor associations and other business associations.
  16. Conduct a review, at least annually, of all supervisors adherence to and performance under the CONTRACTOR'S EEO policies and affirmative action obligations.
- (10) Contractors are encouraged to participate in voluntary associations which assist in fulfilling one or more of their affirmative action obligations ((9) 1. through 16.). The efforts of a contractor association, joint contractor-union, contractor-community, or other similar group of which the CONTRACTOR is a member and participant, may be asserted as fulfilling any one or more of its obligations under (9) 1. through 16. of these Specifications provided that the CONTRACTOR actively participates in the group, makes every effort to assure that the group has a positive impact on the employment of minorities and women in the industry, ensures that the concrete benefits of the program are reflected in the CONTRACTOR'S minority and female workforce participation, makes a good faith effort to meet its individual goals and timetables, and can provide access to documentation which demonstrates the effectiveness of actions taken on behalf of the CONTRACTOR. The obligation shall not be a defense for the CONTRACTOR'S noncompliance.
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- (11) A single goal for minorities and separate single goal for women have been established. The CONTRACTOR, however, is required to provide equal employment opportunity and to take affirmative action for all minority groups, both male and female, and all women, both minority and non-minority. Consequently, the CONTRACTOR may be in violation of the Executive Order if a particular group is employed in a substantially disparate manner (for example, even though the CONTRACTOR has achieved its goals for women generally, the CONTRACTOR may be in violation of the Executive Order if a specific minority group of women is under utilized).
- (12) The CONTRACTOR shall not use the goals and timetables or affirmative action standards to discriminate against any person because of race, color, religion, sex, or national origin.
- (13) The CONTRACTOR shall not enter into any Subcontract with any person or firm debarred from Government contracts pursuant to Executive Order 11246.
- (14) The CONTRACTOR shall carry out sections and penalties for violation of these specifications and of the Equal Opportunity Clause, including suspension, termination and cancellation of existing subcontracts as may be imposed or ordered pursuant to Executive Order 11246, as amended, and its implementing regulations, by the Office of Federal Contract Compliance Programs. Any CONTRACTOR who fails to carry out such sanctions and penalties shall be in violation of these specifications and Executive Order 11246, as amended.
- (15) The CONTRACTOR, in fulfilling its obligations under these specifications, shall implement specific affirmative action steps, at least as extensively as those standards prescribed in paragraph 7 of these specifications, so as to achieve maximum results from its effort to ensure equal employment opportunity. If the CONTRACTOR fails to comply with the requirement of the Executive Order, the implementing regulations, or these specifications, the Director shall proceed in accordance with 41 CFR 60-4.8.
- (16) The CONTRACTOR shall designate a responsible official to monitor all employment related activity to ensure that the company EEO policy is being carried out, to submit reports relating to the provisions hereof as may be required by the Government and to keep records. Records shall at least include for each employee, the name, address, telephone numbers, construction trade, union affiliation, if any, employee identification number where assigned, social security number, race, sex, status (e.g., mechanic, apprentice trainee, helper, or laborer), dates of changes in status, hours worked per week in the indicated trade, rate of pay, and location at which the work was performed. Records shall be maintained in an easily understandable and retrievable form; however, to the degree that existing records satisfy this requirement, contractors shall not be required to maintain separate records.

Nothing herein provided shall be construed as a limitation upon the application of other laws which establish different standards of compliance and upon the application of requirements for the hiring of local or other area residents (e.g., those under the Public Works Employment Act of 1977 and the Community Development Block Grant.



“Section 3” Compliance in the Provision of Training, Employment and Business Opportunities

- (1) 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 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 contract agree to comply with HUD's regulations in 24 CFR Part 135, 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 Part 135 regulations.
  - (3) 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 workers' 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.
  - (4) The contractor 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 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 135.
  - (5) 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 135 require employment opportunities to be directed, were not filled to circumvent the contractor'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 contract 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 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).
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Section 503 Handicapped (Contracts \$2,500 or Over)

- (1) The Contractor will not discriminate against any employee or applicant for employment because of physical or mental handicap in regard to 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 handicapped individuals without discrimination based upon their physical or mental handicap in all employment practices such as the following: employment, upgrading, demotion or transfer, recruitment, advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship.
- (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 noncompliance with the requirements of this clause, actions for noncompliance 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 Director, provided by or through the contracting officer. Such notices shall state the Contractor's obligation under the law to take affirmative action to employ and advance in employment qualified handicapped employees and applicants for employment, and the rights of applicants and employees.
- (5) The Contractor will notify each labor union or representative of workers with which it has a collective bargaining agreement or their contract understanding, that the contractor is bound by the terms of Section 503 of the Rehabilitation Act of 1973, and is committed to take affirmative action to employ and advance in employment physically and mentally handicapped individuals.
- (6) The Contractor will include the provisions of this clause in every subcontract or purchase order of \$2,500 or more unless exempted by rules, regulations, or orders of the Secretary issued pursuant to Section 503 of 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 Director of the Office of Federal Contract Compliance Programs may direct to enforce such provisions, including action for noncompliance.

Age Discrimination Act of 1975

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