

ITB2023-01
The Collier County Housing Authority
Immokalee, Florida

SEALED BID:
Invitation to Bid (ITB)
FOR CONSTRUCTION SERVICES
FOR HVAC SYSTEM INSTALLATION
IN FARM WORKER VILLAGE "A & B"
SECTION LOCATED AT FARM WORKER
VILLAGE COLLIER COUNTY, IMMOKALEE,
FLORIDA

FUNDING SOURCE:
Funding for this project is provided by the Collier County
Housing Authority, Collier County Division of Community and Human
Services and the Department of Housing and Urban Development
(HUD) using Community Development Block Grant (CDBG)
HOME Grant funds

APPLICABLE BID DATE:
BID DUE DATE/TIME: April 12, 2023
NOT LATER THAN 10:00 A.M.
RECOMMENDED PRE-BID MEETING DATE/TIME:
March 21, 2023 10:00 AM

The Collier County Housing Authority
1800 Farm Worker Way
Immokalee, Florida 34142
(239)657-3649 fax: (239) 657-7232
Oscar Hentschel, Executive Director
ohentschel@cchaf1.org

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INVITATION TO BID (ITB)
FOR
CONSTRUCTION SERVICES
FOR HVAC
SYSTEM INSTALLATION
FARM WORKER VILLAGE "A&B"
SECTION LOCATED AT
FARM WORKER VILLAGE, IMMOKALEE
COLLIER COUNTY, FLORIDA
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SECTION A
ADVERTISEMENT

ITB2023-01 (Original)
Invitation to Bid (ITB)

For
Construction Services

For HVAC
System Installation
In Farm Worker Village
Collier County
Immokalee, Florida

Legal Advertisement
Invitation to Bid

Notice is hereby given, that Collier County Housing Authority "CCHA" will receive bids in response to the project known as Farm Worker Village HVAC Installation. This solicitation is for the Installation of a minimum of forty-six (46) central split air conditioning units. Funding for this project is provided by the Collier County Division of Community and Human Services and the Department of Housing and Urban Development "HUD" using Community Development Block Grant "CDBG" Program funds. Federal Regulations during construction will be enforced, including Davis Bacon and Related Acts for wage rates.

All sealed bids must be received no later than April 12, 2023, at 10:00 AM Naples local time. Bids will be publicly opened on April 12, 2023 at 10:05 AM at 1800 Farm Worker Way, Immokalee, FL 34142, Specifications, bid requirements and plans may be obtained on-line www.cchafl.org, or by contacting: Alejandra Ruiz at 239-657-3649.

A non-mandatory pre-bid meeting will be held on March 21, 2023 at 10:00 AM, Naples local time; at CCHA's office, 1800 Farm Worker Way, Immokalee, FL 34142. Interested parties may call 239-657-3649 for more details and information.

Minority, female-owned and small businesses are encouraged to submit bids for this project. Licensed Contractors are encouraged to solicit bids from minority and female-owned subcontractors, efforts for such should be documented. This project is funded through the U.S. Department of Housing and Urban Development, and all aspects of the project must conform to the U.S. HUD standards and requirements including Davis Bacon Wage Determinations and Section 3 Certification. A current listing of certified minority and female owned businesses can be found at:

http://www.dms.myflorida.com/other_programs/office_of_supplier_diversity_osd

It is the policy of Collier County Housing Authority to provide Equal Employment Opportunity to all employees and applicants for employment in accordance with all applicable Equal Employment Opportunity "EEO" / Affirmative Action laws, directives and regulations of Federal, and State agencies. "CCHA" does not discriminate against any employee or applicants for employment based on race, color, sex, national origin, religion, age, disability, pregnancy, veteran status, marital status, or any other characteristic protected by applicable law.

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.) An award shall be based on the lowest responsive bid offer with preference given to qualified Section 3 Business Concerns in accordance with Collier County's Purchasing Department's "right to match" guidelines.

Visit <http://www.colliergov.net/index.aspx?page=7432> for additional information regarding registration as a Section 3 business. All applicable laws, ordinances, and the rules and regulations of all authorities having jurisdiction over construction of this project shall apply to the project throughout. Collier County Housing Authority complies with the Fair Housing Act (42 U.S.C. 3600, *et seq*) and County Fair Housing Ordinance 92-9.



Aviso Legal
Licitación Pública

Mediante el presente anuncio se comunica que **la Autoridad de Vivienda del Condado de Collier "CCHA"** recibirá ofertas en respuesta al proyecto conocido como Farm Worker Village Instalación de "HVAC". Esta solicitud es para la instalación de un mínimo de cuarenta seis (46) unidades de aire acondicionado central/split. La financiación de este proyecto es proporcionada por la División de Servicios Comunitarios y Humanitarios del Condado de Collier y el Departamento de Vivienda y Desarrollo Urbano "HUD" utilizando fondos del Community Development Block Grant "CDBG" Programa. Los reglamentos federales durante la construcción serán aplicados, Davis Bacon y Acciones Relacionadas (Related Acts) para los salarios.

Todas las ofertas selladas deben ser recibidas a más tardar el día 12 de Abril de 2023 , a las 10:00 AM hora local de Naples. Las ofertas se abrirán el 12 de Abril de 2023 a las 10:05 AM en el 1800 Farm Worker Way, Immokalee, FL 34142, Especificaciones, requisitos de licitación y planes pueden ser obtenidos en www.cchafl.org o contactando a Alejandra Ruiz al (239) 657-3649 Una reunión previa a la licitación, no obligatoria, se llevara a cabo hora local de Naples en la oficina de "CCHA", 1800 Farm Worker Way, Immokalee, FL 34142 el 21 de Marzo de 2023. Los interesados pueden llamar al Se invita la participación de las empresas pequeñas, negocios propiedad de minorías o cuyos dueños sean mujeres que presenten ofertas para este proyecto. Se exhorta a los contratistas con licencia a que soliciten ofertas de subcontratistas pertenecientes a minorías y mujeres; Los esfuerzos por tales deben ser documentados. Una lista actual de empresas de minorías y mujeres pertenecientes a la certificación se puede encontrar en: http://www.dms.myflorida.com/other_programs/office_of_supplier_diversity_osd Es la póliza de la Autoridad de Vivienda del Condado de Collier, (CCHA) de proveer Igualdad de Oportunidad de Empleo a todos los empleados y solicitantes de empleo de acuerdo con todas las leyes, directivas y regulaciones de Igualdad de Oportunidad de Empleo / y leyes de Acción Afirmativa. CCHA no discrimina a ningún empleado o solicitante de empleo por motivos de raza, color, sexo, origen nacional, religión, edad, discapacidad, embarazo, estado de veterano, estado civil o cualquier otra característica protegida por la ley vigente.

El trabajo realizado bajo este contrato está sujeto a los requisitos de la Sección 3 de la Ley de Vivienda y Desarrollo Urbano de 1968, según enmendada, 12 U.S.C. § 1701 (u). La licitación se otorgará a quien presente la oferta más baja, dando preferencia a los candidatos calificados que cumplen con la definición, Section 3 Business Concerns, de acuerdo con el "derecho de igualar la oferta" del Departamento de Compras del Condado de Collier.

Visite [http:// www.colliergov.net/index.aspx?page=7432](http://www.colliergov.net/index.aspx?page=7432) para obtener información adicional sobre el registro como un negocio de la Sección 3. Todas las leyes aplicables, ordenanzas, reglas y regulaciones de todas las autoridades que tengan jurisdicción sobre la construcción de este proyecto se aplicarán al proyecto en todo momento. Collier County Housing Authority cumple con la Ley de Vivienda Justa (42 U.S.C. 3600, et seq) y la Ordenanza de Vivienda Justa del Condado 92-9.



Nou bay avi ke Otorite Lojman Collier County (Collier County Housing Authority) pral resevwa òf nan repons pou pwojè ke yo rekonèt kòm Vilaj Travay Agrikòl Enstalasyon HVAC (Farm Work Village Installation). Solisitasyon sa a se pou enstalasyon nan yon minimòm karant sis (46) inite santral èkondisyone. Finansman pou pwojè sa a se grasa Divizyon Sèvis Kominotè ak Sèvis Imen Collier County Division of Community and Human Services), Department of Housing and Urban Development, HUD), Community Development Block Grant "CDBG") lè li sèvi avèk lajan Yo pral ranfòse règleman federal pandan konstriksyon ki gen ladan Davis Bacon ak Zak Asosye yo (Bacon and Related Acts) sou pousantaj salè yo. Tout òf sele yo dwe resevwa pa pita pase 12 Avril 2023, a 10:00 AM lè lokal Naples. Òf yo pral ouvri piblikman le 12 Avril 2023 a 10:05 AM nan 1800 Farm Worker Way, Immokalee, FL 34142. Yo ka jwenn espesifikasyon, kondisyon pou òf yo ak plan yo sou Entènèt www.cchafl.org, oswa lè w kontakte: Alejandra Ruiz (239) 657-3649.

Yo pral fè yon òf ki pa obligatwa nan dat 21 Mas 2023 10:00 AM, lè lokal Naples, nan biwo CCHA nan 1800 Travayè Farm Way, Immokalee, FL 34142. Pati enterese yo ka rele nimewo (239) 657-3649 pou resevwa plis detay ak enfòmasyon. Nou ankouraje minorite, fanm ak ti biznis yo pou yo soumèt òf yo pou pwojè sa a. Yo ankouraje Kontraktè yo ki gen lisans pou soumèt òf yo pou pwojè sa a. Yo ankouraje Kontraktè yo ki gen lisans pou mande òf ki soti nan menm sou-kontraktè fanm ak minorite yo, epi yo dwe dokimante tout efò yo pou satisfè kondisyon sa a. Ou ka jwenn yon lis aktyèl nan biznis sètifye fanm ak minorite yo nan sitwèb http://www.dms.myflorida.com/other_programs/office_of_supplier_diversity_osd. Se pratik la nan Lojman Otorite Collier County pou bay Opòtinite Travay Egal bay tout anplwaye ak aplikan yo pou travay nan akò avèk tout lwa, direktiv ak règleman aplikab Opòtinite Travay Egal (Equal Employment Opportunity, EEO) / Aksyon Afimatif nan ajans Federal ak Leta yo. CCHA pa fè diskriminasyon kont okenn anplwaye oswa aplikan pou travay ki baze sou ras, koulè, sèks, orijin nasyonal, relijyon, laj, andikap (enfimite), gwosès, sitiyasyon veteran, oswa nenpòt lòt karakteristik lalwa pwoteje.

Travay yo dwe fè dapre kontra sa a toudepann sou kondisyon yo nan Seksyon 3 dapre Lwa 1968 la sou Lojman ak Devlopman (Housing and Development Act of 1968), dapre jan yo te amande 12 U.S.C. 1701u (seksyon). Yon prim dwe baze sou òf la ki gen pri pi ba a epi yo bay preferans bay Enkyetid Biznis Seksyon 3 yo dapre Depatman Achat Collier County ak direktiv "dwa matche" yo. Vizite sitwèb <http://www.colliergov.net/index.aspx?page=7432> pou jwenn plis enfòmasyon sou enskripsyon kòm yon biznis Seksyon 3.

Tout lwa, òdonans ak lòt règ ak règleman aplikab yo nan tout otorite ki gen jiridiksyon sou konstriksyon pwojè sa a pral aplikab nan tout pwojè a. Lojman Otorite Collier County konfòme avèk Lwa a sou Lojman san Patipri (42 U.S.C. 3600, et seq) ak Òdonans Konte a sou Lojman Ekitab 92-9.



**SECTION B
INSTRUCTIONS TO BIDDERS
AND
MISCELLANEOUS BID FORMS**

SECTION B

INSTRUCTION AND MISCELLANEOUS BID FORMS

OWNER: Collier County Housing Authority
1800 Farm Worker Way
Immokalee, Florida 34142

ENGINEER: Stafford Engineering, Inc.
3525 Bonita Beach Road, Suite 119
Bonita Springs, Florida 34134

LOCATION: Farm Worker Village
1800 Farm Worker Way
Immokalee, Florida 34142

SCOPE OF WORK

In accordance with the terms and conditions of the Contract, the CONTRACTOR shall perform the work of this Invitation to Bid (ITB) for the COLLIER COUNTY HOUSING AUTHORITY "CCHA" as described below.

"CCHA" wishes to pursue services of a qualified CONTRACTOR to provide construction services for the installation of new heating, ventilation, and air conditioning "HVAC" systems in Section A & B of Farm Worker Village. The service to be performed shall be for a contract of forty-six (46) HVAC systems beginning not later than 5/1/23.

The scope of work for original contract will include the installation of at least forty-six (46) HVAC systems. The systems shall include Twelve (12) – two (2) bedrooms, twenty-eight (28) - one (1) bedroom units in Section "A" and for section "B" six (6) – 2 bedrooms systems. The specific addresses shall be identified prior to the work commencing. The scope of work that includes all the required mechanical equipment, HVAC systems, duct work, grilles, material, related electrical work, materials, and installation for complete and operational systems.

The specific details and scope of the project shall be as designed and detailed on the drawings and specifications prepared by Stafford Engineering, Inc., titled Farm Worker Village, Collier County Housing Authority, dated 09/15/2020 and 02/20/21.

FUNDING LIMITATIONS

The Contractor is responsible for providing all construction services required for the total lumpsum firm-fixed amount contracted with the "CCHA". Upon final contract acceptance the "CCHA" will obligate the required funds for the full amount of the contract sum.

SCHEDULE

Final project timeline should be finalized before contract signature.

LOWER RESPONSIVE BIDDER PROJECT

The lowest responsive bidder procurement process will be used to select the bid ". Project will be awarded to lowest responsive bidder.

1. DEFINITIONS

a. All definitions set forth in the STANDARD FORM OF GENERAL CONDITIONS FOR THE CONSTRUCTION CONTRACT are applicable to these SUPPLEMENTAL INSTRUCTION TO BIDDERS.

b. Bid documents include the ADVERTISEMENT Invitation to Bid, INSTRUCTIONS TO BIDDERS, the BID FORM, the GENERAL CONDITIONS, and the PROJECT MANUAL, including any ADDENDA issued prior to the time specified for receipt of bids by the Architect.

c. ADDENDA are written, or graphic instruments issued prior to execution of the contract which modify or interpret the bid documents, including drawings and specifications, by additions, deletions, clarifications, or corrections. ADDENDA will become part of the CONTRACT DOCUMENTS when the construction contract is executed.

d. This solicitation is an Invitation to Bid. The submittal shall include, both the bidder's method and approach. To accomplishing the intended goal of the scope of work and the cost to implement their bid. The "ITB" bid shall be interchangeable and shall both reference The Bidder.

2. PROJECT REQUIREMENTS

The project will include, but is not necessarily limited to, the following:

a. The specific project requirements for this project are as designed and detailed on the drawings prepared by Stafford Engineering, Inc. for the Farm Worker Village. The minimum scope of the project shall be as detailed and noted on the drawings dated 09/15/2020 and 02/21/2021.

b. Review existing project conditions.

- c. All work performed shall comply with all applicable Collier County, State, and Federal codes and requirements.
- d. Provide as-built drawings of the completed improvements.
- e. Provide operations and maintenance "O&M" manuals for installed "HVAC" systems.
- f. Provide training of "CCHA" staff on applicable "O&M" procedures.
- g. Provide workmanship, equipment, and installation warranty.

SERVICES REQUESTED

The "CCHA" requests the services of a CONTRACTOR to provide installation, and construction management, for the installation of new "HVAC" systems and all related work required for a complete and operational system for a minimum of forty-six (46) units (Original contract) located in Section "A & B" of Farm Worker Village.

Installation / Construction Original contract:

- a. Work must be completed by qualified contractors.
- b. The Contractor shall designate a project manager to ensure work is coordinated with the "CCHA" staff and all work performed as designed. The project manager is expected to physically check work progress daily during system installation and availability to meet with "CCHA" representatives to discuss construction issues and progress when necessary.
- c. The Contractor shall prepare supplementary drawings/sketches as required to clarify/resolve field construction problems that may occur.
- d. The Contractor shall prepare record drawings of the completed project and provide them to the "CCHA" in PDF format.
- e. Operation/Maintenance and Training
The Contractor shall provide all operation and maintenance (O&M) manuals, training, and documentation for the installed drainage system.

3. WARRANTY

The contractor shall warranty all materials and work for **not less than two years** after substantial completion, inspection, and acceptance of the work by the "CCHA". The HVAC equipment and materials shall be warranted based on the standard equipment and materials warranty offered by manufacturer, not less than 5 years.

If required to provide remedial repair of previously installed work due to latent defect or unacceptable work performance, the Contractor shall warrant the repaired work for not

less than one year after the acceptance of the repair or the balance of the warranty period whichever is longer.

4. MISCELLANEOUS

Staging Areas

The location of the Staging Area for construction equipment will require "CCHA" approval. All staging areas shall be returned to pre-construction conditions once construction is complete. The Contractor shall provide a summary of the minimum staging area to accomplish the proposed work

Quality Control.

The quality of all work shall be the responsibility of the Contractor. The Contractor shall inspect and test all work as needed to ensure that the quality of materials, workmanship, construction, finish, and functional performance.

Working Hour Restrictions.

All work and deliveries shall be limited to the weekday hours of 6:00 AM to 7:00 PM, unless otherwise approved by the "CCHA". No work shall occur on holidays or weekends without prior approval.

Temporary Services

Temporary materials may be new or used but must be adequate in capacity for the required usage, must not create unsafe conditions, and must not violate requirements of applicable codes and standards.

Preservation of Adjacent Features

The Contractor will be required to confine all operations to within the work limits of the project. The Contractor will be required to restore damaged areas outside the work limits, at no additional expense to the "CCHA".

Protection

The Contractor must provide and maintain all required barriers, fencing and signage as required, to keep the project site safe and secure during the construction process.

Housekeeping

The Contractor shall keep the project areas neat, orderly, and in a safe condition always.

5. PROJECT CLOSE OUT

Project Record Drawings

The Contractor will be required to maintain one complete full-size set of contract drawings and one full-size set of vendor-supplied drawings. The contractor shall clearly mark changes, deletions, and additions to show actual constructed conditions, and keep record drawings current. Certification of accuracy and completeness will be required for monthly

payment requisitions. Upon completion of the total project, the Contractor will be required to submit complete record drawings in PDF format.

Cleaning

Before scheduling the final inspection, the Contractor shall remove all tools, equipment, surplus materials, and rubbish and restore or refinish surfaces that are damaged due to work of this contract, to their original condition.

The Contractor shall pick up and remove all construction debris from the site. At time of final inspection, project shall be thoroughly clean and ready for use.

Substantial Completion and Final Inspection

The Contractor shall submit written certification that the project is substantially complete, and request in writing a final inspection. Upon receipt of the written request that project is substantially complete, the "CCHA" will proceed with inspection within ten (10) days of receipt of request or will advise the Contractor of items that prevent the project from being designated as substantially complete. If following final inspection, the work is determined to be substantially complete, the "CCHA" will prepare a list of deficiencies to be corrected before final acceptance and issue a Letter of Substantial Completion. The Contractor shall complete the work described on the list of deficiencies within thirty (30) calendar days, as weather permits.

If the work is determined to not be substantially complete, the "CCHA" will notify the Contractor in writing. After completing work, the DBC shall resubmit the certification and request a new final inspection.

6. EXAMINATION OF BID DOCUMENTS:

a. Each bidder shall examine the documents carefully and not later than seven (7) days prior to the date for receipt of bids shall make written request to the Architect for interpretation or correction of any ambiguity, inconsistency, or error therein which may be discovered. Any interpretation or correction will be issued as an ADDENDUM by the Architect. Only a written interpretation or correction by ADDENDUM shall be binding. No bidders shall rely upon any interpretation or correction given by any other method.

b. Copies of the documents may be obtained from the website of the "CCHA" Invitation of Bid at: www.cchafl.org

7. PREPARATION AND SUBMISSION OF BID:

a. All bids must be prepared in the format of the BID FORM supplied herewith and submitted in accordance with INSTRUCTIONS TO BIDDERS.

b. A bid is invalid if it has not been deposited at the designated location prior to the time and date for receipt of bids indicated in the ADVERTISEMENT Invitation to Bid, or prior to any extension thereof issued to the bidders.

c. Unless otherwise provided in any supplement to these INSTRUCTIONS, no bidder shall modify, withdraw, or cancel his bid or any part thereof for sixty (60) days after the time designated for the receipt of bids in the ADVERTISEMENT FOR Invitation to Bid.

d. Bid documents shall be placed in one envelope and addressed to the owner at the place the bids are to be opened with full identification of the bidder's name, project, the time and date set for opening.

e. In no case shall notations of any kind on the envelope alter the contents of the bid documents.

f. The package shall include 1 (1) original and two (2) copies of each of the following:

- Bid.
- Bid Bond.
- List of Sub-Contractors with experience and qualifications.
- Unit Price Schedule (if applicable).
- Contractor qualification(s) history: provide information on three (3) completed projects identical or equal to this project, as reference with contact name and number, including date started, date ended and if delivered on-schedule and in budget,
- team organization, schedule, all items listed in the Bid Evaluation Form Schedule.
- All items listed on the Bidder's Checklist.
- Bidder's Checklist must be signed.
- All documents in Ex 1B, signed and/or notarized where applicable

g. Owner reserves the right to reject any bids where the contractor does not provide all requested information.

8. QUALIFICATION OF BIDDERS

a. Bidders on any construction project must have an active licensed and directly responsible for thirty percent (30%) or more of the bid amount for said work.

b. The bid will be evaluated based on the Lowest Responsive Bidder.

c. Permits, licenses, Taxes in compliance with Section 218.80, F.S. all permits necessary for the execution of the Work shall be obtained by the Contractor. In addition, the Contractor shall comply with all rules, regulations and laws of the State of Florida, or the U.S. Government now in force or hereafter adopted.

9. DISQUALIFICATION OF BIDDERS

a. More than one bid from an individual firm, partnership, corporation, or association under the same or different names will not be considered. Reasonable grounds for believing that a bidder is interested in more than one bid for the same work will cause the

rejection of all bids in which such bidders are believed to be interested. Any or all bids will be rejected if there is reason to believe that collusion exists among the bidders and no participants in such collusion will be considered in future bids for the same work. Bids in which the prices are obviously unbalanced will be rejected.

b. Owner reserves the right to reject any bids where an investigation of the available evidence or information does not satisfy the Owner that the bidder is qualified to carry out properly the terms of the contract documents.

10. BID GUARANTEE

a. Each bid must be accompanied by a BID BOND in an amount not less than five percent (5%) of the total amount of the bid as a guarantee that the bidder will not withdraw his bid for a period of sixty (60) days after the scheduled time for the receipt of bids and if awarded the contract enter a written contract with the Owner satisfactorily informs to the owner. The Contract shall require evidence of Workmen's Compensation, and Public Liability Insurance, approval of subcontractors by the Owner, and delivery of a PERFORMANCE and PAYMENT BOND satisfactorily to the Owner within ten (10) days after the meeting at which the contract is awarded.

b. The failure of a successful bidder to execute such contract and to supply the required bonds within ten (10) days after award of the contract, or within such extended period as Owner may grant, shall constitute a default and Owner may either award the contract to the next responsible bidder or readvertise for bids. The defaulting bidder may forfeit the Bid Bond if Owner consider default to be in bad faith.

c. Bid Guarantee will be returned all except the three low bidders after opening of the bids. The remaining guarantees will be returned to the three lowest bidders after the Owner and the accepted bidder have executed the contract and the PAYMENT and PERFORMANCE BONDS have been approved by the owner.

d. All bid guarantees shall meet surety requirements as set forth.

11. OPENING OF BIDS

Per the Sunshine State, All Bid openings must be open to the public.

(a) Bids shall be opened in public at the time and place stated in the ADVERTISEMENT. The officer whose duty is to open them will decide when the specific time has arrived, and no bids received thereafter will be considered. No responsibility will be attached to any officer for the premature opening of a bid not properly addressed and identified.

b. The "CCHA" assumes no responsibility for bids received after the due date and time, or at any office or location other than the specified herein, whether due to mail, delays,

courier mistakes, mishandling, inclement weather or any other reason. Late bids shall be returned unopened and shall not be considered for award.

c. For bidders who wish to receive copies of bids after the bid opening, the "CCHA" reserves the right to recover all costs associated with the printing and distribution of such copies.

12. SELECTION PROCESS

- a. All bids will be reviewed by a selection panel appointed by the Housing Authority's Executive Director. The selection panel shall be the sole judge for evaluation and completeness of bids.
- b. The CCHA will base its decision on the lowest responsive bidder.

13. WITHDRAWAL OF BIDS:

Bids may be withdrawn on written request signed by the bidder and received prior to the time fixed for opening. Negligence on the part of the bidder in preparing the bid confers no right for the withdrawal of the bid after it's opened. The bid may be withdrawn if the Owner fails to accept it within sixty (60) calendar days after the date fixed for opening of the bids.

14. REJECTION OFF BIDS

The bidder acknowledges the complete and unrestricted right of the Owner to reject any or all bids and to waive any informality or irregularity in any bid received. In addition, the bidder recognizes the right of the Owner to reject a bid if the bidder failed to furnish the required bid security, or to submit the data required by the bid documents, or if the bid is in any way incomplete or irregular.

15. LIST OF SUBCONTRACTORS:

Each bidder shall submit to Owner a list of subcontractors and major material suppliers to be used if awarded the contract. The form provided shall be signed by the bidder and submitted in the same sealed envelope with the BID FORM and BID BOND. Upon request by the Architect, the selected bidder shall within seven days thereafter submit all data required to establish to the satisfaction of the Architect and the Owner, the reliability and responsibility of the proposed subcontractors to furnish and perform the work described in the sections of the specifications pertaining to such proposed subcontractor's respective trades.

Prior to the award of the contract, the Owner or Architect will notify the bidder in writing if either the Owner or the Architect, after due investigation, has reasonable and substantial objection to any person or organization on such list. If the Owner or Architect has a reasonable and substantial objection to any person or organization on such list and

refuses in writing to accept such person or organization, the bidder may at his option withdraw his bid without forfeiture to bid security. If the bidder submits an acceptable substitute with an increase in his bid price to cover the difference in cost occasioned by such substitution, the Owner may, at its discretion, accept the increased bid price or he may disqualify the bidder. Subcontractors and other persons and organizations proposed by the bidder and accepted by the Owner and the Architect must be used on the work for which they were proposed and accepted and shall not be changed except with written approval of the Owner and the Architect.

16. PERFORMANCE AND PAYMENT BOND

a. The successful Bidder shall furnish Owner with a PERFORMANCE and PAYMENT BOND in the full amount of the contract price and such additional amounts as may be required by any increase or changes thereof, on the form contained in the Contract Documents, containing all obligations required by Florida Law and executed by a surety company satisfactory to Owner and licensed to do business in Florida. Any increase or adjustment to the bond shall occur at the completion of the project based on the final contract amount.

b. The Surety that issues the bonds shall:

- Be licensed to do business in Florida.
- Have a policyholder's rating of "A" or better as listed in the current Bests Insurance Guide.
- Have fulfilled all previous obligations to owner.

c. The bidder shall deliver the required bond to the Owner not later than the date of execution of the CONTRACT.

d. The bidder shall require the attorney-in-fact who executed the required bonds on behalf of the surety to affix thereto a certified and current copy of his power-of-attorney indicating the monetary limit of such power.

17. TAXES

a. "CCHA" is a Florida subdivision of the State of Florida is exempt from the payment of Florida sales tax: to its vendors under Chapter 212, Florida. Statutes. All successful bidders will be provided a copy of Certificate of Exemption (#21-07-01995-53C) upon contract award.

b. Corporations, individuals, and other entities are impacted by Chapter 212, Florida Statutes according to the type of service, sale of commodity or other contractual agreement to be made with the "CCHA" By submittal of a property executed response to a bid from the CCHA, the bidder is acknowledging that he is aware of his statutory responsibilities for sales tax under Chapter 212, Florida Statutes.

- c. "CCHA" is also exempt from most Federal excise taxes. By submittal of a properly executed response to a bid from the CCHA, the bidder is acknowledging that he is aware of his responsibilities for Florida excise taxes.
- d. Tangible personal property purchased by Contractors in the performance of realty construction for the CCHA is taxable, though the "CCHA" is exempt on its own purchases.

18. INSURANCE

Insurance Requirements for All Contractors

Additional Coverage is Required if Checked	Minimum Limits Required
Commercial General Liability	
General Aggregate	\$2,000,000
Products-Completed Operations Agg.	\$2,000,000
Personal and Advertising	\$1,000,000
Each Occurrence Injury	\$1,000,000
Fire Damage (Any One Fire)	\$ 50,000
Medical Expense (Any One Per\$on)	\$ 10,000
() Occurrence	
() Claims Made	
Additional Coverage to Include	
() Owners & Contractors' Protective-Limit	NA
() Underground/Explosion and Collapse	
Commercial Automobile Liability	
Combined Single Limit	\$1,000,000
() Any Auto, Symbol 1	
() Include Employees as Insured	
Additional Coverage to include:	
() Garage Liability	NA
() Garage Keepers Legal Liability	NA
Workers Compensation	
State Statutory including Employers Liability	
- Each Accident/Disease-Policy Limit/Disease-Each Employee	100,000/\$500,000/\$100,000
Commercial Umbrella	
May be substituted for higher limits required above () Follow Form Umbrella on ALL requested Coverage	NA
Other	
(X) 1. Professional/Errors & Omissions	\$1,000,000
(X) 2. Builders Risk-Renovation Form	\$Value of the Contract
All Risk completed value form including Collapse	\$Value of the Contract
Sublimit for Soft.Cost Coverage	NA
(X) 3. Installation Floater (Equipment)()	NA
4. Riggers Liability	NA
() 5. Environmental -Pollution Liability	NA
() 6. Aviation Liability	NA
() 7. Watercraft 1- rotecuon & Indemnity	
(x) COLLIER COUNTY DIVISION OF COMMUNITY AND HUMAN SERVICES and "CCHA" Must be named as Additional Insured	

19. LOBBYING

All firms are hereby placed on **NOTICE** that the CCHA does not wish to be lobbied, either individually *or* collectively about a project for which a firm has submitted a bid, firms and their agents are not to contact members of the "CCHA" objective as meetings of introduction, luncheons, dinners, etc. during the bidding process, from bid opening to final approval, no firm or their agent shall contact any other employee of "CCHA". (Certification Regarding Lobbying Form, next page)

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CERTIFICATION REGARDING LOBBING

Certification for Contracts, Grants, Loans, and Cooperative Agreements

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

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

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

(3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including, subcontracts, subgrants, and contracts under grants, loans and cooperative agreements) and that all subrecipients shall certify and disclose accordingly. This certification is a material representation of fact upon which reliance was placed when the transaction was made or entered into. Submission of this certification is a prerequisite for making or enter this transaction imposed by section 1352. Title 31. U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of no less than \$10,000 and no more than \$100,000 for each such failure.

Statement for Loan Guarantees and Loan insurance

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

If any funds have been paid or will be paid to any person or attempting to influence an officer or employee of any agency. A Member of Congress, an officer or employee of Congress or an employee of a member of congress in connection with this commitment providing to the United States to insure or guarantee a loan, the undersigned shall complete and submit Standard Form-LLL. "Disclosure of Lobbying Activities" in accordance with its instructions. Submission of this statement is a prerequisite for making or enter into this transaction imposed by section 1352. Title 31. U.S. Code. Any person who fails to file the required statement shall be subject to a civil penalty of (1) no less than \$10,000 and no more than \$100,000 for each such failure.

*APPLICANT ORGANIZATION:		
*PRINTED NAME AND TITLE OF AUTHORIZED REPRESENTATIVE:		
*Prefix	*First Name	*Middle Name
<div></div>		
*Last Name:		*Suffix:
*Title:		
*Signature	<div></div>	*DATE <div></div>

20. GRIEVANCES OR PROTEST

- Any actual or prospective respondent to an Advertisement for Invitation to Bid who is aggrieved with respect to the former shall file a written protest with the Executive Director five (5) days prior to the opening of the Bids.

- Award of contract will be made by the CCHA, any actual *or* prospective respondent who desires to formally protest the recommended contract award must file a notice of intent to protest with the CCHA within two (2) calendar days (excluding weekends and County holidays) of the date that the recommended award is posted. Upon filing of said notice, the protesting party will have five (5) days to file a formal protest and will be given instructions as to the form and contest requirements of the formal protest.

21. ADDENDUM

- The CCHA reserves the right to formally amend and/or clarify the requirements of the bid specifications where it deems necessary. Any such addendum/clarification shall be in writing and shall be distributed to all parties who received the original bid specification and are eligible for consideration prior to the deadline for submission of bids. The amendments or clarification will be made in writing in the form of an addendum, no oral clarifications or amendments shall be considered binding.

- If the bidder believes that the meaning of any part of the Bid Document is doubtful, obscure or contains errors or omissions he should report such opinion to the “CCHA”, seven (7) days prior to the bid opening date. Such submissions shall be reviewed and appropriate action, if any is required, will be taken in the form of an addendum.

22. PROJECT APPROACH / FIXED FEE

The Contractor shall submit a scope of services and a detailed description of the expected tasks or steps taken to accomplish the work. This shall include a proposed project schedule highlighting major tasks and target completion dates.

The fixed fee for services shall be provided, in one (1) original and two (2) copies, in separate sealed envelopes stating ITB2023-01, Invitation to Bid for Construction Services for “HVAC” System Installation for Farm Worker's Village. The fixed fee for services shall include one lump sum cost for all construction, and management and inspection services required for the proposed project. The bid shall clearly indicate Contractor's name, project description, and any other information required.

23. SIGNATURE:

The bid shall be signed by an official authorized to bind the offer and shall contain a statement to the effect that the bid is a firm offer for a sixty (60) day period.

24. EVALUATION GUIDELINES:

The "ITB" requests interested Contractors submit a well-defined package outlining historical information related to capabilities, experience, and past performance on specific issues pertinent to the project. Project team organization, key project team members, individual team history, and current workload will be required. Contractors may be required to give an oral presentation to the "CCHA" Selection Committee or to otherwise provide clarifying information needed to properly evaluate qualifications.

The Selection Committee shall take into consideration the lowest responsive bidder for the project award.

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COLLIER COUNTY HOUSING AUTHORITY SPECIFICATIONS EXCEPTION FORM

In the interest of fairness and sound business practice it is mandatory that you state any exceptions taken by you to requirements of the "ITB" and proposed project scope.

It should not be the responsibility of the "CCHA" to ferret out information concerning the materials which you intend to furnish.

If your bid does not meet our specific requirements, you must specify and/or state in the space provided below:

Bids on equipment, vehicles, supplies, service, and materials not meeting specifications may be considered by the "CCHA", however, all deviations must be listed above.

If your bid does not meet our specifications and your exceptions are not listed above, the "CCHA" may claim forfeiture on your bid bond, if submitted.

Signed : _____

I DO meet specifications

Signed: _____

I DO NOT meet specifications as listed in this bid; exceptions are in the space provided.

Failure to submit this form with your bid response may result in your bid being rejected as unresponsive.

**THE FOLLOWING INDEMNIFICATION AGREEMENT
SHALL BE, AND IS HEREBY A PROVISION OF ANY CONTRACT**

The successful contractor agrees to indemnify, investigate, protect, defend, and hold harmless the "CCHA", its officials, officers, agents, and employees from any and all claims and losses accruing or resulting to any and all contractors , sub-contractors, suppliers, laborers and any other person, firm, or corporation furnishing or supplying work, services, materials or supplies in connection with the performance of this contract, and from any and all claims and losses accruing or resulting to any person, firm or corporation which may be injured or damaged by the contractor in the performance of this contract.

The foregoing provisions concerning indemnification shall not be construed to indemnify the "CCHA" for damage arising out of bodily injury to persons or damage to property caused by or resulting from the sole negligence of the "CCHA" or its employees. This indemnification shall survive the expiration or early termination of this contract.

COMPANY: _____

TAXPAYER IDENTIFICATION NUMBER: _____

AUTHORIZED SIGNATURE _____

DATE _____

ADDRESS: _____

TELEPHONE: _____

Mobile NUMBER: _____

FAX NUMBER: _____

E-MAIL ADDRESS _____

Failure to submit this form with your "ITB" response may result in your Bid being rejected as unresponsive.

Request for Taxpayer Identification Number and Certification

Give Form to the
requester. Do not
send to the IRS.

► Go to www.irs.gov/FormW9 for instructions and the latest information.

Print or type. See Specific Instructions on page 3.	1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.	
	2 Business name/disregarded entity name, if different from above	
	3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only one of the following seven boxes. <input type="checkbox"/> Individual/sole proprietor or single-member LLC <input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ► _____ Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is not disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner. <input type="checkbox"/> Other (see instructions) ► _____	4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3): Exempt payee code (if any) _____ Exemption from FATCA reporting code (if any) _____ <i>(Applies to accounts maintained outside the U.S.)</i>
	5 Address (number, street, and apt. or suite no.) See instructions.	Requester's name and address (optional)
	6 City, state, and ZIP code	
	7 List account number(s) here (optional)	

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Note: If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number									
				-				-	
or									
Employer identification number									
				-					

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
3. I am a U.S. citizen or other U.S. person (defined below); and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign Here	Signature of U.S. person ►	Date ►
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General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to www.irs.gov/FormW9.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid)

- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, later.

By signing the filled-out form, you:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify that you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income, and
4. Certify that FATCA code(s) entered on this form (if any) indicating that you are exempt from the FATCA reporting, is correct. See *What is FATCA reporting*, later, for further information.

Note: If you are a U.S. person and a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

Definition of a U.S. person. For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien;
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States;
- An estate (other than a foreign estate); or
- A domestic trust (as defined in Regulations section 301.7701-7).

Special rules for partnerships. Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax under section 1446 on any foreign partners' share of effectively connected taxable income from such business. Further, in certain cases where a Form W-9 has not been received, the rules under section 1446 require a partnership to presume that a partner is a foreign person, and pay the section 1446 withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid section 1446 withholding on your share of partnership income.

In the cases below, the following person must give Form W-9 to the partnership for purposes of establishing its U.S. status and avoiding withholding on its allocable share of net income from the partnership conducting a trade or business in the United States.

- In the case of a disregarded entity with a U.S. owner, the U.S. owner of the disregarded entity and not the entity;
- In the case of a grantor trust with a U.S. grantor or other U.S. owner, generally, the U.S. grantor or other U.S. owner of the grantor trust and not the trust; and
- In the case of a U.S. trust (other than a grantor trust), the U.S. trust (other than a grantor trust) and not the beneficiaries of the trust.

Foreign person. If you are a foreign person or the U.S. branch of a foreign bank that has elected to be treated as a U.S. person, do not use Form W-9. Instead, use the appropriate Form W-8 or Form 8233 (see Pub. 515, *Withholding of Tax on Nonresident Aliens and Foreign Entities*).

Nonresident alien who becomes a resident alien. Generally, only a nonresident alien individual may use the terms of a tax treaty to reduce or eliminate U.S. tax on certain types of income. However, most tax treaties contain a provision known as a "saving clause." Exceptions specified in the saving clause may permit an exemption from tax to continue for certain types of income even after the payee has otherwise become a U.S. resident alien for tax purposes.

If you are a U.S. resident alien who is relying on an exception contained in the saving clause of a tax treaty to claim an exemption from U.S. tax on certain types of income, you must attach a statement to Form W-9 that specifies the following five items.

1. The treaty country. Generally, this must be the same treaty under which you claimed exemption from tax as a nonresident alien.
2. The treaty article addressing the income.
3. The article number (or location) in the tax treaty that contains the saving clause and its exceptions.
4. The type and amount of income that qualifies for the exemption from tax.
5. Sufficient facts to justify the exemption from tax under the terms of the treaty article.

Example. Article 20 of the U.S.-China income tax treaty allows an exemption from tax for scholarship income received by a Chinese student temporarily present in the United States. Under U.S. law, this student will become a resident alien for tax purposes if his or her stay in the United States exceeds 5 calendar years. However, paragraph 2 of the first Protocol to the U.S.-China treaty (dated April 30, 1984) allows the provisions of Article 20 to continue to apply even after the Chinese student becomes a resident alien of the United States. A Chinese student who qualifies for this exception (under paragraph 2 of the first protocol) and is relying on this exception to claim an exemption from tax on his or her scholarship or fellowship income would attach to Form W-9 a statement that includes the information described above to support that exemption.

If you are a nonresident alien or a foreign entity, give the requester the appropriate completed Form W-8 or Form 8233.

Backup Withholding

What is backup withholding? Persons making certain payments to you must under certain conditions withhold and pay to the IRS 24% of such payments. This is called "backup withholding." Payments that may be subject to backup withholding include interest, tax-exempt interest, dividends, broker and barter exchange transactions, rents, royalties, nonemployee pay, payments made in settlement of payment card and third party network transactions, and certain payments from fishing boat operators. Real estate transactions are not subject to backup withholding.

You will not be subject to backup withholding on payments you receive if you give the requester your correct TIN, make the proper certifications, and report all your taxable interest and dividends on your tax return.

Payments you receive will be subject to backup withholding if:

1. You do not furnish your TIN to the requester,
2. You do not certify your TIN when required (see the instructions for Part II for details),
3. The IRS tells the requester that you furnished an incorrect TIN,
4. The IRS tells you that you are subject to backup withholding because you did not report all your interest and dividends on your tax return (for reportable interest and dividends only), or
5. You do not certify to the requester that you are not subject to backup withholding under 4 above (for reportable interest and dividend accounts opened after 1983 only).

Certain payees and payments are exempt from backup withholding. See *Exempt payee code*, later, and the separate Instructions for the Requester of Form W-9 for more information.

Also see *Special rules for partnerships*, earlier.

What is FATCA Reporting?

The Foreign Account Tax Compliance Act (FATCA) requires a participating foreign financial institution to report all United States account holders that are specified United States persons. Certain payees are exempt from FATCA reporting. See *Exemption from FATCA reporting code*, later, and the Instructions for the Requester of Form W-9 for more information.

Updating Your Information

You must provide updated information to any person to whom you claimed to be an exempt payee if you are no longer an exempt payee and anticipate receiving reportable payments in the future from this person. For example, you may need to provide updated information if you are a C corporation that elects to be an S corporation, or if you no longer are tax exempt. In addition, you must furnish a new Form W-9 if the name or TIN changes for the account; for example, if the grantor of a grantor trust dies.

Penalties

Failure to furnish TIN. If you fail to furnish your correct TIN to a requester, you are subject to a penalty of \$50 for each such failure unless your failure is due to reasonable cause and not to willful neglect.

Civil penalty for false information with respect to withholding. If you make a false statement with no reasonable basis that results in no backup withholding, you are subject to a \$500 penalty.

Criminal penalty for falsifying information. Willfully falsifying certifications or affirmations may subject you to criminal penalties including fines and/or imprisonment.

Misuse of TINs. If the requester discloses or uses TINs in violation of federal law, the requester may be subject to civil and criminal penalties.

Specific Instructions

Line 1

You must enter one of the following on this line; **do not** leave this line blank. The name should match the name on your tax return.

If this Form W-9 is for a joint account (other than an account maintained by a foreign financial institution (FFI)), list first, and then circle, the name of the person or entity whose number you entered in Part I of Form W-9. If you are providing Form W-9 to an FFI to document a joint account, each holder of the account that is a U.S. person must provide a Form W-9.

a. **Individual.** Generally, enter the name shown on your tax return. If you have changed your last name without informing the Social Security Administration (SSA) of the name change, enter your first name, the last name as shown on your social security card, and your new last name.

Note: ITIN applicant: Enter your individual name as it was entered on your Form W-7 application, line 1a. This should also be the same as the name you entered on the Form 1040/1040A/1040EZ you filed with your application.

b. **Sole proprietor or single-member LLC.** Enter your individual name as shown on your 1040/1040A/1040EZ on line 1. You may enter your business, trade, or "doing business as" (DBA) name on line 2.

c. **Partnership, LLC that is not a single-member LLC, C corporation, or S corporation.** Enter the entity's name as shown on the entity's tax return on line 1 and any business, trade, or DBA name on line 2.

d. **Other entities.** Enter your name as shown on required U.S. federal tax documents on line 1. This name should match the name shown on the charter or other legal document creating the entity. You may enter any business, trade, or DBA name on line 2.

e. **Disregarded entity.** For U.S. federal tax purposes, an entity that is disregarded as an entity separate from its owner is treated as a "disregarded entity." See Regulations section 301.7701-2(c)(2)(iii). Enter the owner's name on line 1. The name of the entity entered on line 1 should never be a disregarded entity. The name on line 1 should be the name shown on the income tax return on which the income should be reported. For example, if a foreign LLC that is treated as a disregarded entity for U.S. federal tax purposes has a single owner that is a U.S. person, the U.S. owner's name is required to be provided on line 1. If the direct owner of the entity is also a disregarded entity, enter the first owner that is not disregarded for federal tax purposes. Enter the disregarded entity's name on line 2, "Business name/disregarded entity name." If the owner of the disregarded entity is a foreign person, the owner must complete an appropriate Form W-8 instead of a Form W-9. This is the case even if the foreign person has a U.S. TIN.

Line 2

If you have a business name, trade name, DBA name, or disregarded entity name, you may enter it on line 2.

Line 3

Check the appropriate box on line 3 for the U.S. federal tax classification of the person whose name is entered on line 1. Check only one box on line 3.

IF the entity/person on line 1 is a(n) . . .	THEN check the box for . . .
• Corporation	Corporation
• Individual • Sole proprietorship, or • Single-member limited liability company (LLC) owned by an individual and disregarded for U.S. federal tax purposes.	Individual/sole proprietor or single-member LLC
• LLC treated as a partnership for U.S. federal tax purposes, • LLC that has filed Form 8832 or 2553 to be taxed as a corporation, or • LLC that is disregarded as an entity separate from its owner but the owner is another LLC that is not disregarded for U.S. federal tax purposes.	Limited liability company and enter the appropriate tax classification. (P= Partnership; C= C corporation; or S= S corporation)
• Partnership	Partnership
• Trust/estate	Trust/estate

Line 4, Exemptions

If you are exempt from backup withholding and/or FATCA reporting, enter in the appropriate space on line 4 any code(s) that may apply to you.

Exempt payee code.

- Generally, individuals (including sole proprietors) are not exempt from backup withholding.
- Except as provided below, corporations are exempt from backup withholding for certain payments, including interest and dividends.
- Corporations are not exempt from backup withholding for payments made in settlement of payment card or third party network transactions.
- Corporations are not exempt from backup withholding with respect to attorneys' fees or gross proceeds paid to attorneys, and corporations that provide medical or health care services are not exempt with respect to payments reportable on Form 1099-MISC.

The following codes identify payees that are exempt from backup withholding. Enter the appropriate code in the space in line 4.

- 1—An organization exempt from tax under section 501(a), any IRA, or a custodial account under section 403(b)(7) if the account satisfies the requirements of section 401(f)(2)
- 2—The United States or any of its agencies or instrumentalities
- 3—A state, the District of Columbia, a U.S. commonwealth or possession, or any of their political subdivisions or instrumentalities
- 4—A foreign government or any of its political subdivisions, agencies, or instrumentalities
- 5—A corporation
- 6—A dealer in securities or commodities required to register in the United States, the District of Columbia, or a U.S. commonwealth or possession
- 7—A futures commission merchant registered with the Commodity Futures Trading Commission
- 8—A real estate investment trust
- 9—An entity registered at all times during the tax year under the Investment Company Act of 1940
- 10—A common trust fund operated by a bank under section 584(a)
- 11—A financial institution
- 12—A middleman known in the investment community as a nominee or custodian
- 13—A trust exempt from tax under section 664 or described in section 4947

The following chart shows types of payments that may be exempt from backup withholding. The chart applies to the exempt payees listed above, 1 through 13.

IF the payment is for . . .	THEN the payment is exempt for . . .
Interest and dividend payments	All exempt payees except for 7
Broker transactions	Exempt payees 1 through 4 and 6 through 11 and all C corporations. S corporations must not enter an exempt payee code because they are exempt only for sales of noncovered securities acquired prior to 2012.
Barter exchange transactions and patronage dividends	Exempt payees 1 through 4
Payments over \$600 required to be reported and direct sales over \$5,000 ¹	Generally, exempt payees 1 through 5 ²
Payments made in settlement of payment card or third party network transactions	Exempt payees 1 through 4

¹ See Form 1099-MISC, Miscellaneous Income, and its instructions.

² However, the following payments made to a corporation and reportable on Form 1099-MISC are not exempt from backup withholding: medical and health care payments, attorneys' fees, gross proceeds paid to an attorney reportable under section 6045(f), and payments for services paid by a federal executive agency.

Exemption from FATCA reporting code. The following codes identify payees that are exempt from reporting under FATCA. These codes apply to persons submitting this form for accounts maintained outside of the United States by certain foreign financial institutions. Therefore, if you are only submitting this form for an account you hold in the United States, you may leave this field blank. Consult with the person requesting this form if you are uncertain if the financial institution is subject to these requirements. A requester may indicate that a code is not required by providing you with a Form W-9 with "Not Applicable" (or any similar indication) written or printed on the line for a FATCA exemption code.

A—An organization exempt from tax under section 501(a) or any individual retirement plan as defined in section 7701(a)(37)

B—The United States or any of its agencies or instrumentalities

C—A state, the District of Columbia, a U.S. commonwealth or possession, or any of their political subdivisions or instrumentalities

D—A corporation the stock of which is regularly traded on one or more established securities markets, as described in Regulations section 1.1472-1(c)(1)(i)

E—A corporation that is a member of the same expanded affiliated group as a corporation described in Regulations section 1.1472-1(c)(1)(i)

F—A dealer in securities, commodities, or derivative financial instruments (including notional principal contracts, futures, forwards, and options) that is registered as such under the laws of the United States or any state

G—A real estate investment trust

H—A regulated investment company as defined in section 851 or an entity registered at all times during the tax year under the Investment Company Act of 1940

I—A common trust fund as defined in section 584(a)

J—A bank as defined in section 581

K—A broker

L—A trust exempt from tax under section 664 or described in section 4947(a)(1)

M—A tax exempt trust under a section 403(b) plan or section 457(g) plan

Note: You may wish to consult with the financial institution requesting this form to determine whether the FATCA code and/or exempt payee code should be completed.

Line 5

Enter your address (number, street, and apartment or suite number). This is where the requester of this Form W-9 will mail your information returns. If this address differs from the one the requester already has on file, write NEW at the top. If a new address is provided, there is still a chance the old address will be used until the payor changes your address in their records.

Line 6

Enter your city, state, and ZIP code.

Part I. Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. If you are a resident alien and you do not have and are not eligible to get an SSN, your TIN is your IRS individual taxpayer identification number (ITIN). Enter it in the social security number box. If you do not have an ITIN, see *How to get a TIN* below.

If you are a sole proprietor and you have an EIN, you may enter either your SSN or EIN.

If you are a single-member LLC that is disregarded as an entity separate from its owner, enter the owner's SSN (or EIN, if the owner has one). Do not enter the disregarded entity's EIN. If the LLC is classified as a corporation or partnership, enter the entity's EIN.

Note: See *What Name and Number To Give the Requester*, later, for further clarification of name and TIN combinations.

How to get a TIN. If you do not have a TIN, apply for one immediately. To apply for an SSN, get Form SS-5, Application for a Social Security Card, from your local SSA office or get this form online at www.SSA.gov. You may also get this form by calling 1-800-772-1213. Use Form W-7, Application for IRS Individual Taxpayer Identification Number, to apply for an ITIN, or Form SS-4, Application for Employer Identification Number, to apply for an EIN. You can apply for an EIN online by accessing the IRS website at www.irs.gov/Businesses and clicking on Employer Identification Number (EIN) under Starting a Business. Go to www.irs.gov/Forms to view, download, or print Form W-7 and/or Form SS-4. Or, you can go to www.irs.gov/OrderForms to place an order and have Form W-7 and/or SS-4 mailed to you within 10 business days.

If you are asked to complete Form W-9 but do not have a TIN, apply for a TIN and write "Applied For" in the space for the TIN, sign and date the form, and give it to the requester. For interest and dividend payments, and certain payments made with respect to readily tradable instruments, generally you will have 60 days to get a TIN and give it to the requester before you are subject to backup withholding on payments. The 60-day rule does not apply to other types of payments. You will be subject to backup withholding on all such payments until you provide your TIN to the requester.

Note: Entering "Applied For" means that you have already applied for a TIN or that you intend to apply for one soon.

Caution: A disregarded U.S. entity that has a foreign owner must use the appropriate Form W-8.

Part II. Certification

To establish to the withholding agent that you are a U.S. person, or resident alien, sign Form W-9. You may be requested to sign by the withholding agent even if item 1, 4, or 5 below indicates otherwise.

For a joint account, only the person whose TIN is shown in Part I should sign (when required). In the case of a disregarded entity, the person identified on line 1 must sign. Exempt payees, see *Exempt payee code*, earlier.

Signature requirements. Complete the certification as indicated in items 1 through 5 below.

1. Interest, dividend, and barter exchange accounts opened before 1984 and broker accounts considered active during 1983.

You must give your correct TIN, but you do not have to sign the certification.

2. Interest, dividend, broker, and barter exchange accounts opened after 1983 and broker accounts considered inactive during 1983. You must sign the certification or backup withholding will apply. If you are subject to backup withholding and you are merely providing your correct TIN to the requester, you must cross out item 2 in the certification before signing the form.

3. Real estate transactions. You must sign the certification. You may cross out item 2 of the certification.

4. Other payments. You must give your correct TIN, but you do not have to sign the certification unless you have been notified that you have previously given an incorrect TIN. "Other payments" include payments made in the course of the requester's trade or business for rents, royalties, goods (other than bills for merchandise), medical and health care services (including payments to corporations), payments to a nonemployee for services, payments made in settlement of payment card and third party network transactions, payments to certain fishing boat crew members and fishermen, and gross proceeds paid to attorneys (including payments to corporations).

5. Mortgage interest paid by you, acquisition or abandonment of secured property, cancellation of debt, qualified tuition program payments (under section 529), ABLE accounts (under section 529A), IRA, Coverdell ESA, Archer MSA or HSA contributions or distributions, and pension distributions. You must give your correct TIN, but you do not have to sign the certification.

What Name and Number To Give the Requester

For this type of account:	Give name and SSN of:
1. Individual	The individual
2. Two or more individuals (joint account) other than an account maintained by an FFI	The actual owner of the account or, if combined funds, the first individual on the account ¹
3. Two or more U.S. persons (joint account maintained by an FFI)	Each holder of the account
4. Custodial account of a minor (Uniform Gift to Minors Act)	The minor ²
5. a. The usual revocable savings trust (grantor is also trustee)	The grantor-trustee ¹
b. So-called trust account that is not a legal or valid trust under state law	The actual owner ¹
6. Sole proprietorship or disregarded entity owned by an individual	The owner ³
7. Grantor trust filing under Optional Form 1099 Filing Method 1 (see Regulations section 1.671-4(b)(2)(i)(A))	The grantor*
For this type of account:	Give name and EIN of:
8. Disregarded entity not owned by an individual	The owner
9. A valid trust, estate, or pension trust	Legal entity ⁴
10. Corporation or LLC electing corporate status on Form 8832 or Form 2553	The corporation
11. Association, club, religious, charitable, educational, or other tax-exempt organization	The organization
12. Partnership or multi-member LLC	The partnership
13. A broker or registered nominee	The broker or nominee

For this type of account:	Give name and EIN of:
14. Account with the Department of Agriculture in the name of a public entity (such as a state or local government, school district, or prison) that receives agricultural program payments	The public entity
15. Grantor trust filing under the Form 1041 Filing Method or the Optional Form 1099 Filing Method 2 (see Regulations section 1.671-4(b)(2)(i)(B))	The trust

¹ List first and circle the name of the person whose number you furnish. If only one person on a joint account has an SSN, that person's number must be furnished.

² Circle the minor's name and furnish the minor's SSN.

³ You must show your individual name and you may also enter your business or DBA name on the "Business name/disregarded entity" name line. You may use either your SSN or EIN (if you have one), but the IRS encourages you to use your SSN.

⁴ List first and circle the name of the trust, estate, or pension trust. (Do not furnish the TIN of the personal representative or trustee unless the legal entity itself is not designated in the account title.) Also see *Special rules for partnerships*, earlier.

***Note:** The grantor also must provide a Form W-9 to trustee of trust.

Note: If no name is circled when more than one name is listed, the number will be considered to be that of the first name listed.

Secure Your Tax Records From Identity Theft

Identity theft occurs when someone uses your personal information such as your name, SSN, or other identifying information, without your permission, to commit fraud or other crimes. An identity thief may use your SSN to get a job or may file a tax return using your SSN to receive a refund.

To reduce your risk:

- Protect your SSN,
- Ensure your employer is protecting your SSN, and
- Be careful when choosing a tax preparer.

If your tax records are affected by identity theft and you receive a notice from the IRS, respond right away to the name and phone number printed on the IRS notice or letter.

If your tax records are not currently affected by identity theft but you think you are at risk due to a lost or stolen purse or wallet, questionable credit card activity or credit report, contact the IRS Identity Theft Hotline at 1-800-908-4490 or submit Form 14039.

For more information, see Pub. 5027, Identity Theft Information for Taxpayers.

Victims of identity theft who are experiencing economic harm or a systemic problem, or are seeking help in resolving tax problems that have not been resolved through normal channels, may be eligible for Taxpayer Advocate Service (TAS) assistance. You can reach TAS by calling the TAS toll-free case intake line at 1-877-777-4778 or TTY/TDD 1-800-829-4059.

Protect yourself from suspicious emails or phishing schemes.

Phishing is the creation and use of email and websites designed to mimic legitimate business emails and websites. The most common act is sending an email to a user falsely claiming to be an established legitimate enterprise in an attempt to scam the user into surrendering private information that will be used for identity theft.

The IRS does not initiate contacts with taxpayers via emails. Also, the IRS does not request personal detailed information through email or ask taxpayers for the PIN numbers, passwords, or similar secret access information for their credit card, bank, or other financial accounts.

If you receive an unsolicited email claiming to be from the IRS, forward this message to phishing@irs.gov. You may also report misuse of the IRS name, logo, or other IRS property to the Treasury Inspector General for Tax Administration (TIGTA) at 1-800-366-4484. You can forward suspicious emails to the Federal Trade Commission at spam@uce.gov or report them at www.ftc.gov/complaint. You can contact the FTC at www.ftc.gov/idtheft or 877-IDTHEFT (877-438-4338). If you have been the victim of identity theft, see www.IdentityTheft.gov and Pub. 5027.

Visit www.irs.gov/IdentityTheft to learn more about identity theft and how to reduce your risk.

Privacy Act Notice

Section 6109 of the Internal Revenue Code requires you to provide your correct TIN to persons (including federal agencies) who are required to file information returns with the IRS to report interest, dividends, or certain other income paid to you; mortgage interest you paid; the acquisition or abandonment of secured property; the cancellation of debt; or contributions you made to an IRA, Archer MSA, or HSA. The person collecting this form uses the information on the form to file information returns with the IRS, reporting the above information. Routine uses of this information include giving it to the Department of Justice for civil and criminal litigation and to cities, states, the District of Columbia, and U.S. commonwealths and possessions for use in administering their laws. The information also may be disclosed to other countries under a treaty, to federal and state agencies to enforce civil and criminal laws, or to federal law enforcement and intelligence agencies to combat terrorism. You must provide your TIN whether or not you are required to file a tax return. Under section 3406, payers must generally withhold a percentage of taxable interest, dividend, and certain other payments to a payee who does not give a TIN to the payer. Certain penalties may also apply for providing false or fraudulent information.

SECTION C

FORM OF BID

Bid Form ITB2023-01

For

"CONSTRUCTION SERVICES FOR

"HVAC" INSTALLATION IN

FARM WORKER VILLAGE

"A&B" SECTION

LOCATED AT FARM WORKER VILLAGE

COLLIER COUNTY, IMMOKALEE, FLORIDA"

BID FORM DOCUMENTS

Attention:

The undersigned, having familiarized (him/herself) (themselves) with the Scope of Work (Original contract) included in the Invitation to Bid; Instructions to Bidders, this Bid Form, the form of the Non-Collusive Affidavit; and any other associated forms or documents thereto, on file in the Office of the CCHA, hereby proposes to furnish all material, labor, equipment, services, licenses, and permits for the "CCHA" to secure Installation of "HVAC" Systems for Farm Worker Village ' A& B' Section.

The following principles shall govern the competitive bidding process:

1. "CCHA" reserves the right to reject any and / or all bids received of this "ITB". If a bid is selected it will be the most advantageous regarding price.
2. Selection will be determined by responses given on the Bid Form and other required bid documents. The "CCHA" reserves the right to reject any and all bids, to waive irregularities and/or inconsistencies in any bid, and to make the award in a manner deemed in the best interest of "CCHA".
3. All prices and information required on the Bid Form must be typewritten or written legibly in ink.
4. Any stipulations made as to the bidder's bid shall subject the bid to rejection. If bidder wishes to include additional information; bidder may do so with attachments. However, alternate bids will not be considered unless specifically requested in these specifications.
5. Any bidder having a complaint or protest regarding a bid must submit the complaint or protest in writing to the CCHA's Contracting Officer eight (5) or more days prior to the date set for opening of bid bids. Any bidder protesting a bid opening must submit the protest in writing to the Contracting Officer no later than three (2) days after bid opening for the protest to be considered.

PROPERTY NAME	ADDRESS	FIRM FIXED PRICE BASE BID
FARM WORKER VILLAGE SECTION A&B	1800 Farm Worker Wav	\$

CONSTRUCTION TIME IN DAYS: _____

ADDENDUMS: _____ Days _____

Bidder hereby acknowledges the following addendums issued during the bid period:

Addendum #1 _____ Issued: _____

Addendum #2 _____ Issued: _____

Addendum #3 _____ Issued: _____

Addendum #4 _____ Issued: _____

Submittal Statement:

1. _____ The undersigned certifies that this Bid is made in good faith without collusion or connection with any other person or entity proposing on this work.
2. _____ The undersigned Bidder has examined and read all Scope of Services, General Terms and Conditions, and other Contract Documents, and all Addendum thereto; and is acquainted with and fully understands the extent and character of the work covered by this Bid and the specified requirements for the proposed work.
3. _____ The undersigned Bidder certifies that no officer or agent of the "CCHA" will directly or indirectly benefit from this Bid.
4. _____ The undersigned Bidder states that this bid is made in conformity with the specifications and agrees that in case of any discrepancy or differences between its Bid and the specifications, the provisions of the latter shall prevail.

5. _____ The undersigned Bidder certifies that it has carefully examined the foregoing Bid after the same was completed and has verified every item placed thereon; and agrees to indemnify, defend and save harmless the "CCHA" against any cost, damage or expense which may be incurred or caused by any error in its preparation of same.

6. _____ The undersigned Bidder agrees that if this Bid is accepted by "CCHA" it will keep its Bid in effect for sixty (60) days thereafter. This time period begins at the time Bids are opened and ends upon the signing of the award by the Executive Director. The Contract will follow thereafter. Approval by the Contracting Officer constitutes acceptance of the Bid by the Collier County Housing Authority

Signature Company Name Date

Print Name Title

Company Address

City State Zip

Telephone # Fax#:

Federal Tax ID#

Email Address

The above individual must be authorized to sign on behalf of the company submitting the bid. Bids must be signed by an official authorized to bind the provider to its provisions for a minimum required period of sixty (60) days.

"CCHA" Executive Director, Oscar Hentschel

ITB2023-01 - HVAC A&B

Farm Worker Village HVAC Installation

Address	Section	Type	# Bdrm	# Units
1811 Farm Worker Way, 1813- 1815,1817	A	Quad	1	4
1819 Farm Worker Way, 1821,1823,1825	A	Quad	1	4
1827-1829 Farm Worker Way, 1831,1833	A	Quad	1	4
1835 Farm Worker Way, 1837, 1839, 1841	A	Quad	1	4
1969 Alexander Circle, 1971,1973, 1971	A	Quad	1	4
1985 Alexander Circle, 1987, 1989, 1991	A	Quad	1	4
1993 Alexander Circle, 1995, 1997, 1999	A	Quad	1	4
1838 Farm Worker Way, 1840	A	Duplex	2	2
1934 Alexander Circle, 1936	A	Duplex	2	2
1938 Alexander Circle, 1940	A	Duplex	2	2
1982 Alexander Circle, 1984	A	Duplex	2	2
1986 Alexander Circle, 1988	A	Duplex	2	2
1990 Alexander Circle, 1992	A	Duplex	2	2
2011 Bell Circle, 2013	B	Duplex	2	2
2015 Bell Circle, 2017	B	Duplex	2	2
2019 Bell Circle, 2021	B	Duplex	2	2
TOTAL				46

SECTION D

NON-COLLUSIVE AFFIDAVIT

State of _____

County _____

_____ being first duly sworn,

deposes and says:

That he/she is _____

(a partner or officer of the firm,
etc.)

the party making the foregoing bid or bid, that such bid or bid is genuine and not collusive or sham; that said bidder has not colluded, conspired, connived or agreed, directly or indirectly, with any bidder or person, to put in a sham bid or to refrain from bidding, and has not in any manner, directly or indirectly, sought by agreement or collusion, or communication or conference, with any person, to fix the bid price of affiant or of any other bidder, or to fix any overhead, profit or cost element of said bid price, or of that of any bidder, or to secure any advantage against the **Collier County Housing Authority** or any person interested in the proposed contract; and that all statements in said bid or bid are true.

Signature of:

Bidder, if the bidder is an individual.
Partner, if the bidder is a partnership.
Officer, if the bidder is a corporation.

Subscribed and sworn to before me

This _____ day of _____, 2022

My commission expires, 20 _____

SECTION E

COLLIER COUNTY HOUSING AUTHORITY

SPECIAL CONDITIONS
OF THE
CONTRACT FOR CONSTRUCTION

COLLIER COUNTY HOUSING AUTHORITY GENERAL TERMS AND CONDITIONS

1. PREPARATION OF BIDS

(Note: No premiums, rebates, or gratuities permitted with, prior to, or after any delivery materials are allowed. Any violation will result in the cancellation and/or return of materials, as applicable, and the removal from Bid List.)

Any manufacturer name, tradename, or catalog number mentioned in this "ITB" for the objective of designating a minimum standard of quality and type. Such references are not intended to be restrictive, although specified color, type of material, and specified measurements may be mandatory. Bids will be considered for any brand which meets or exceeds the quality of the specifications listed. On all such bids, the Bidder shall specify the product they are proposing and shall supply sufficient data to enable a comparison to be made with the specific brand or manufacturer specified.

This ITB is for 'Carrier "like" products.

The HVAC system should meet all the specifications of those contained in this ITB. The ITB quote is NOT REQUIRED to be the name brand "CARRIER" as the name brand was used as a guide for the specifications, but the specifications shall meet or exceed those in the bid.

Failure to submit the above may be sufficient grounds for rejection of the Bid.

When samples are required, they must be submitted free of cost, and they will not be returned unless otherwise specified by "CCHA".

Items left for demonstration purposes shall be delivered and installed free of charge and shall be removed by the Contractor at no cost to the CCHA. Said demonstration units shall not be offered to the "CCHA" as new equipment unless mutually agreed to.

The Contractor may be required to supply proof of compliance with bid specifications. When requested, the Contractor must immediately supply the "CCHA" with certified test results or certificates of compliance, where none are available.

The "CCHA" require independent laboratory testing. All costs for such testing, certified test results, or certificates of compliance, shall be the responsibility of the Contractor.

a. Each bidder by making his bid represents that he has visited the site, familiarized himself with the local conditions under which the work is to be performed, particularly the labor market

b. Bidders taking exception to any part or section of these specification indicate on any separate sheet entitled "EXCEPTIONS TO SPECIFICATIONS." Failure to indicate any exceptions shall be interpreted as the bidder's intent to fully comply with the specifications written.

4. LIMITATIONS:

The "ITB" does not commit "CCHA" to award a contract, to pay any costs incurred in the preparation of a response to this request or to procure or contract for services or supplies. "CCHA" reserves the right to accept or reject any or all bids received because of the request, or to cancel in part or in its entirety this "ITB", if it is in the "CCHA" best interest

5. AWARD OF CONTRACT

Any contract entered by the CCHA shall be in response to the bid and subsequent discussions. It is "CCHA" policy that contracts be awarded, among other considerations, only to the lowest responsive Bidder. In order to qualify as responsive, a prospective Contractor must meet the following standards as they relate to this request:

- a. Have adequate financial resources for performance and/or be able to obtain such organization, technical, and professional resources as required during performance.
- b. Have the necessary experience, qualifications, skills, and facilities.
- c. Be able to comply with the proposed or required time of completion or performance schedule.
- d. Have a demonstrated satisfactory record of performance.
- e. Adhere to the specifications of this bid and provide all documentation required of this bid.

The contract will be awarded to bidder's lowest fee/price bid that is a responsive and responsible bidder.

The "CCHA" reserves the right to waive any formality, informality, information, and/or errors in the bids submitted and reserves the right to reject any or all bids at its discretion and to accept the bid which will be in the best interest of "CCHA"; or to purchase on the open market if it is considered in the best interest of the "CCHA". In case of error in the extension of prices, the unit prices proposed shall govern and the unit prices in writing shall take precedence over the unit prices in figures. Also, in the event of a discrepancy between the total of the items and the lumpsum total stated the total of the items shall govern.

6. MODIFICATIONS AFTER AWARD

The "CCHA" reserves the right to incorporate minor modifications, which may be required by the "CCHA". The Contractor will incorporate these changes at no additional cost but may protest such action and not be bound by any such request if it can prove that the timing or extent of the modifications implies a major effort on its part.

7. CANCELLATION OF AWARD

The "CCHA" reserves the right to cancel the award without liability to the bidder, except for the return of the bid bond, at any time before a contract has been fully executed by all parties and is approved by the "CCHA".

8. CONTRACT

Any Contract between the CCHA and the Contractor shall consist of:

- (1) the "ITB" and any amendments thereto,
- (2) the Construction Documents,
- (3) addendums, and
- (4) the Contractor's bid in response to the "ITB".

In the event of a conflict in language between documents (1) and (4) referenced above, the provisions and requirements set forth and referenced in the "ITB" shall govern. However, the "CCHA" reserves the right to clarify any contractual relationship in writing with the concurrence of the Contractor, and such written clarifications shall govern in case of conflict with the applicable requirements contained in the "ITB" and the Contractor's bid. In all other matters not affected by written clarification, if any, the "ITB" shall govern. The submitter is cautioned that this bid shall be subject to acceptance without further clarification.

9. WORKER'S COMPENSATION

All bidders and subcontractors at every tier under the bidder will conform with the requirements of Worker's Compensation.

10. APPROVAL OF AGREEMENT

Upon receipt of the agreement and surety bonds that have been fully executed by the successful bidder, the CCHA shall complete the execution of the agreement in accordance with local laws or ordinances and return the fully executed agreement to the Contractor. Delivery of the fully executed agreement, along with a Notice to Proceed and a CCHA purchase order, to the Contractor shall constitute the CCHA's approval to be bound by the successful bid and the terms and conditions of the agreement.

11. FAILURE TO EXECUTE AGREEMENT

Failure of the successful bidder to execute the agreement and/or furnish acceptable surety bonds within ten (10) calendar days from the date mailed or otherwise delivered to the successful bidder shall be just cause, at Owners discretion, for cancellation of the award and forfeiture of the bid bond, not as a penalty, but as liquidation of damages to the "CCHA".

12. DISQUALIFICATION

Awards will not be made to any person, firm, or company in default of a contract with the "CCHA", the State of Florida., or the Federal Government.

13. DISAGREEMENTS AND DISPUTES

All disagreements and disputes, if any, arising under the terms of any agreement, either by law, in equity, or by arbitration, shall be resolved pursuant to the laws and procedures of the State of Florida, in which state any agreement shall be deemed to have been executed. No action at law, or equity, or by arbitration shall be commenced to resolve any disagreements or disputes under the terms of any agreement, in any jurisdiction whatsoever other than the State of Florida and Collier County.

14. TERMINATION OF CONTRACT FOR CAUSE

If, through any cause, the Contractor shall fail to furnish in a timely and proper manner its obligations under any Contract, or if the Contractor shall violate any of the covenants, agreements, or stipulations of any Contract, the "CCHA" shall thereupon have the right to terminate any Contract by giving written notice to the Contractor of such termination. In such event, all finished or unfinished work, services, plans, data programs, and reports prepared by the Contractor under this Contract shall become the "CCHA" property and the Contractor shall be entitled to receive just and equitable compensation for any satisfactory work completed.

Notwithstanding the above, the Contractor shall not be relieved of liability to the "CCHA" for damages sustained by the CCHA by virtue of any breach of any contract, and the "CCHA" may withhold any payments until such time as the exact amount of damages due the "CCHA" determination.

15. "CCHA" TERMINATION FOR CONVENIENCE

The "CCHA" may terminate any contract at any time by giving written notice to the Contractor of such termination and specifying the effective date thereof, at least fifteen (15) days before the effective date of such termination.

In the event of termination, all finished or unfinished work, services, documents, and materials shall become the "CCHA" property. If any Contract is terminated by the "CCHA" as provided herein, the Contractor will be paid an amount which bears the same ratio to the total compensation as the services covered by any contract, less payments of compensation previously made.

16. SAFETY DATA SHEET (Right to Know)

Any Contractor who receives an order resulting from this "ITB" agrees to submit a Material Safety Data Sheet (MSDS) for each toxic or hazardous substance or mixture containing such substance. The Contractor agrees to deliver all containers properly labeled. Failure to submit an (MSDS) and/or label on each container will place the Contractor in noncompliance with that purchase order. All Contractors furnishing substances or mixtures are cautioned to obtain and read the applicable law regarding such labeling referenced above.

17. PATENT PROTECTION

The successful bidder agrees to indemnify and defend the "CCHA" from all claims and losses resulting from alleged and actual patent infringements.

18. OWNERSHIP OF REPORTS

All data, materials, plans, reports, and documentation prepared pursuant to any contract between the "CCHA" and the successful bidder shall belong exclusively to the "CCHA".

19. ASSIGNMENT PROVISION

The successful bidder hereby agrees that it will assign to the "CCHA" all cause of action that it may acquire under the anti-trust laws of Florida and the United States as the result of conspiracies, combination of contracts in restraint of trade which affect the price of goods or services obtained by the "CCHA" under this contract if so requested by the "CCHA".

20. DELIVERY

Deliveries are to be made in accordance with accepted commercial practices, without extra charge for packing or containers. Deliveries, which do not conform to the specifications or are not in good condition upon receipt shall be replaced promptly.

21. INVOICING

Unless otherwise stated, invoices are to be submitted in triplicate. The invoice must include an itemization of all items, supplies, repairs, or labor furnished, including unit list price, net price, extensions, and total amount due. In addition, on projects that will involve partial/progress payments and/or retainage, a summary statement in the following format will be provided with each invoice:

Original Contract Amount Plus/minus	\$\$\$\$\$. \$\$
Change Orders Total Adjusted	\$\$\$\$\$. \$\$
Contract Amount	\$\$\$\$\$. \$\$
Work Completed to Date Less	\$\$\$\$\$. \$\$
Previous Invoices Less Retainage (if any)	\$\$\$\$\$. \$\$
Equals: Balance due this Invoice	\$\$\$\$\$. \$\$
Balance Remaining on Contract	\$\$\$\$\$. \$\$

All invoices must reference a valid "CCHA" Contract/ITB Number.
Every invoice will include a signed Waiver and Release of Lien.

22. PROGRESS PAYMENTS AND RETAINAGE

Progress Payments

On no later than the last day of every month, the Contractor shall prepare and submit an invoice covering the total quantities of work that have been completed from the start of the job up to and including the last day of the preceding month, together with such supporting evidence as required by the "CCHA".

Retainage

On no later than the last day of the subsequent month, the "CCHA" shall, after deducting previous payments made, pay to the Contractor ninety percent (90%) of the amount of the estimate as approved by the "CCHA".

23. PAYMENT

Unless otherwise stated, payment will be made within thirty (30) days of the completion of delivery of all items or service, in acceptable condition, to the "CCHA" and receipt of invoice, whichever is later.

24. ASSIGNMENT OR SUB-CONTRACTING

None of the work or services covered by the contract shall be assigned in full or in part, or sub- contracted without the prior approval of the "CCHA".

25. EXCLUSIVITY:

This contract will be for the goods/services required for this project. however, this agreement should not be considered exclusive. As deemed necessary, the "CCHA" reserves the right to obtain these goods/services from any other Contractor.

26. PRICING

Unless otherwise specified all prices listed are firm for the term of the contract. All prices should include all labor, material, transportation costs, and any discounts offered. No fuel surcharges shall be allowed at any time.

27. AUDIT

For a period of at least five (5) years after completion of any contract, it is the responsibility of the Contractor to make available at the Contractor's place of business. upon demand, all price lists, documents, financial records, and other records pertaining to purchases made and/or work performed under contract for the objective of audit by the "CCHA".

28. INSPECTION & EVALUATION

The "CCHA" reserves the right to inspect the Contractor's facilities during operating hours to determine whether the level of inventory is adequate for the "CCHA" needs. The conditions and operations of the facility shall be taken into consideration in making the award of this contract.

29. GUARANTEES & WARRANTY

All parts and labor related to agreements must be guaranteed and include a warranty. If any work is unable to be guaranteed, the contractor must inform the "CCHA", in writing, prior to the delivery of an item or any work being performed.

Inspection, testing, and final determination of non-warranty work shall be performed at no cost to the "CCHA".

30. FORCE MAJEURE

Neither party shall be liable for any inability to perform its obligations under any subsequent agreement due to war, riot, insurrection, civil commotion, fire, flood, earthquake, storm, or an act of God.

31. NOTIFICATION:

Notification of the parties shall be considered to have been constructively received when it is mailed certified via the United States Postal Service or delivered in hand to the parties as stated in the contract.

32. SEVERABILITY

If any of the GENERAL TERMS AND CONDITIONS is held to be invalid or unenforceable, it will be construed to have the broadest interpretation which would make it valid and enforceable under such holding. In validity or the inability to enforce a term or condition will not affect any of the other GENERAL TERMS AND CONDITIONS.

33. PROVISION REQUIRED BY LAW DEEMED INSERTED

All provision(s) and clause(s) are required by law to be inserted in this "ITB" and any subsequent Contract shall be deemed to be inserted herein and this "ITB" and Contract shall be read and enforced as though it were included herein, and if through mistake or otherwise any such provision is not inserted, or is not correctly inserted, then upon the application of either party, the "ITB" and/or Contract shall forthwith be physically amended to make such insertion or correction.

34. DISADVANTAGED BUSINESS ENTERPRISES

The "CCHA" hereby notifies all Contractors that it will affirmatively ensure that in any contract entered pursuant to this "ITB", disadvantaged business enterprises will be afforded full opportunity to submit bids in response to this request and will not be discriminated against on the grounds of race, color, national origin, religion, sex, age, or disability in consideration for an award.

35. NON-DISCRIMINATION

Contracts for work resulting from this Invitation to Bid shall obligate the Contractor and the Subcontractors not to discriminate in employment practices on the grounds of race, color, national origin, religion, sex, age, or disability. Statements as to non-discriminatory practices may be requested from the successful Contractor(s).

36. DEFINITIONS

Bid shall also mean bid, offer, qualification/experience statement, and services. Bidders shall also mean Contractors, offer or, bidders, contractors, or any person or firm responding to the "ITB".

37. GOVERNING LAW

The Laws of the State of Florida shall govern all contracts entered by the "CCHA". Any disputes shall be resolved within the venue of the State of Florida and Collier County.

**FAILURE TO ACKNOWLEDGE THIS BID MAY RESULT IN
WITHDRAWAL FROM THE BID LIST FOR THIS SERVICE.**

**FAILURE TO COMPLY WITH THESE REQUIREMENTS. COULD
RESULT IN THE CANCELLATION OF AN ORDER OR CONTRACT.**

SECTION F

BIDDER'S CHECK LIST

**SUBMITTAL CHECK LIST FOR CONSTRUCTION SERVICES FOR
HVAC SYSTEM INSTALLATION
IN FARM WORKER VILLAGE "A & B" SECTION**

THIS SHEET MUST BE SIGNED BY THE VENDOR

Please read carefully, sign in the spaces indicated and return it with your bid.

Bidder should check off each of the following items as the necessary action is completed.

_____ **Three (3) complete Bids with prices are to be submitted.**

_____ 1. The Bid has been signed.

_____ 2. The Bid prices offered have been reviewed.

_____ 3. The price extensions and totals have been checked.

_____ 4. Description of Approach to Bid Scope

_____ 5. Proposed project schedule.

_____ 6. All Contractor/Sub-Contractor Evaluation Criteria has been submitted
as requested on the Bid Evaluation Form.

_____ 7. The amount of bid bond or cashier's check has been checked and has
been included.

_____ 8. Conflict of Interest Affidavit

_____ 9. Certification for a Drug Free Workplace

_____ 10. Non-collusive Affidavit.

_____ 11. Any addenda have been signed and included.

_____ 12. Any Federal Contract Provisions signed and included. (1.A)

_____ 13. Any Grant Certifications and Assurances signed and included. (1.B)

_____ 14. The mailing envelope has been addressed to:

• **The Collier County Housing Authority**

1800 Farm Worker Way

Immokalee, Florida 34142

Attn: Oscar Hentschel, Executive Director

The mailing package must be sealed and marked with:

_____ • **ITB2023-01**

_____ • Bid Title

_____ • Bidder

_____ • Due Date

The bids must be mailed or delivered in time to be received no later than the specified opening date and time. (Otherwise bid cannot be considered.)

ALL COURIER DELIVERED BIDS/ITB MUST HAVE THE BID/ITB NUMBER AND TITLE ON THE OUTSIDE OF THE COURIER PACKET.

Company Name, _____

Signature & Title, _____

Date: _____

EXHIBIT 1-A

FEDERAL CONTRACT PROVISIONS

**U.S. DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT
COMMUNITY DEVELOPMENT BLOCK GRANTS CFDA 14.218
HOME INVESTMENT PARTNERSHIPS CFDA 14.239
CONSTRUCTION CONTRACTS <\$100,000**

The supplemental conditions contained in this section are intended to cooperate with, to supplement, and to modify the general conditions and other specifications. In cases of disagreement with any other section of this contract, the Supplemental Conditions shall govern.

Contractor means an entity that receives a contract.

The services performed by the awarded Contractor shall be in compliance with all applicable grantor regulations/requirements, and additional requirements specified in this document. It shall be the awarded Contractor's responsibility to acquire and utilize the necessary manuals and guidelines that apply to the work required to complete this project. In general,

- 1) The contractor (including all subcontractors) must insert these contract provisions in each lower tier contracts (e.g. subcontract or sub-agreement);
- 2) The contractor (or subcontractor) must incorporate the applicable requirements of these contract provisions by reference for work done under any purchase orders, rental agreements and other agreements for supplies or services;
- 3) The prime contractor is responsible for compliance with these contract provisions by any subcontractor, lower-tier subcontractor or service provider.

AUTHORITY

HOME Investment Partnerships Act (42 U.S.C. 12701 et seq.)

Title II of the Cranston-Gonzalez National Affordable Housing Act

Title 1 of the Housing and Community Development Act of 1974 (42 USC 5301 et seq.)

24 CFR Part 92

Section 104(g) of Title I (24 CFR part 58) of the National Environmental Policy Act of 1969

24 CFR part 570 (Community Development Block Grants)

24 CFR part 50 or 24 CFR part 58, as applicable (Environmental Review Procedures)

2 CFR Part 200

CONTRACTOR COMPLIANCE OVERVIEW

This project activity is funded in whole or in part by the Federal Government, or an Agency thereof. Federal Law requires that the Applicant's contracts relating to the project include certain provisions. Per uniform requirements of federal awards (2 CFR Part 200.23) the definition of CONTRACTOR is an entity that receives a contract (including a purchase order).

<input checked="" type="checkbox"/>	1.	Access to Records
<input checked="" type="checkbox"/>	2.	Administrative, Contractual, or Legal Remedies
<input checked="" type="checkbox"/>	3.	Affirmative Action (200.321) / Utilization of Minority and Women's Businesses
<input checked="" type="checkbox"/>	4.	Affirmatively Furthering Fair Housing
<input checked="" type="checkbox"/>	5.	Age Discrimination Act of 1975
<input checked="" type="checkbox"/>	6.	Audits by Comptroller General (Cranston-Gonzalez Act)
<input checked="" type="checkbox"/>	7.	Civil Rights Compliance
<input checked="" type="checkbox"/>	8.	Compliance with Federal Law, Regulations and Executive Orders
<input checked="" type="checkbox"/>	9.	Conflict of Interest
<input checked="" type="checkbox"/>	10.	Consistency with the Consolidated Plan and Analysis of Impediments
<input type="checkbox"/>	11.	Copyright and Patent Rights
<input checked="" type="checkbox"/>	12.	Debarment and Suspension
<input checked="" type="checkbox"/>	13.	Diversity
<input checked="" type="checkbox"/>	14.	Energy Efficiency Standards
<input checked="" type="checkbox"/>	15.	Environmental Compliance (Clean Air Act of 1970 and Clean Water Act of 1972)
<input checked="" type="checkbox"/>	16.	Environmental Review Procedures (National Environmental Policy Act)
<input checked="" type="checkbox"/>	17.	Equal Opportunity Policy and Provisions
<input checked="" type="checkbox"/>	18.	E-Verify
<input checked="" type="checkbox"/>	19.	Federal Labor Standards Provisions (Davis-Bacon Act, Contract Work Hours and Safety Standards Act, Copeland "Anti-Kickback" Act,)
<input checked="" type="checkbox"/>	20.	Grantee Recognition (Advertisement)
<input checked="" type="checkbox"/>	21.	Guidance to Contractor for Compliance with Labor Standard Provisions
<input checked="" type="checkbox"/>	22.	Historic Preservation
<input checked="" type="checkbox"/>	23.	Lobbying Prohibition
<input checked="" type="checkbox"/>	24.	No Third-Party Obligation by Federal Government
<input checked="" type="checkbox"/>	25.	Nondiscrimination under Federal Grants and Programs (Section 504, Rehabilitation Act of 1973; Section 794, as amended)
<input checked="" type="checkbox"/>	26.	Procurement of Recovered Materials
<input checked="" type="checkbox"/>	27.	Program Fraud and False or Fraudulent Statements of Related Acts
<input checked="" type="checkbox"/>	28.	Record Keeping and Retention
<input checked="" type="checkbox"/>	29.	Religious Organizations
<input checked="" type="checkbox"/>	30.	Section 3
<input checked="" type="checkbox"/>	31.	Termination (Cause and Convenience) >\$10K
<input checked="" type="checkbox"/>	32.	Transparency Act
<input checked="" type="checkbox"/>	33.	Uniform Relocation Assistance and Real Property Acquisition Act of 1970

1. ACCESS TO RECORDS

The local government, the U.S. Department of Housing and Urban Development, the Comptroller General of the United States, the Chief Financial Officer of the State of Florida, the Auditor General of the State of Florida, the Florida Office of Program Policy Analysis and Government Accountability, and any of their duly authorized representatives, shall have access to any books, documents, papers, and records of the contractor which are directly pertinent to this contract for the purpose of making audit, examination, excerpts, and transcriptions.

2. ADMINISTRATIVE, CONTRACTUAL, OR LEGAL REMEDIES

(Ref. 41 U.S.C. 1908, 2 CFR § 200 Appendix II (A))

Unless otherwise provided in this contract, all claims, counter-claims, disputes and other matters in question between the local government and the contractor, arising out of or relating to this contract, or the breach of it, will be decided by arbitration, if the parties mutually agree, or in a Florida court of competent jurisdiction.

3. AFFIRMATIVE ACTION (Utilization of Minority and Women Firms [M/WBE])

(Presidential Executive Order 11246, September 24, 1966)

The contractor shall take all necessary affirmative steps to assure that M/WBE firms are utilized when possible as suppliers and/or subcontractors, as applicable. Prior to contract award, the contractor shall document efforts to utilize M/WBE firms, including identifying what firms were solicited as suppliers and/or subcontractors, as applicable. Information regarding certified M/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 M/WBE programs in many large counties and cities.

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

4. AFFIRMATIVELY FURTHERING FAIR HOUSING

(Title VIII of the Fair Housing Act of 1968 (42 U.S.C. 3601-3619, and implementing regulations; 24 CFR Parts 5, 91, *et al.*) This contract will be conducted and administered in conformity with the Fair Housing Act (42 U.S.C. 3601-3619) and implementing regulations.

5. AGE DISCRIMINATION ACT OF 1975 (24 CFR part 146)

This Act prohibits discrimination based upon age in federally assisted and funded programs or activities, except in limited circumstances.

6. AUDITS BY COMPTROLLER GENERAL (Cranston- Gonzalez Act; 42 U.S.C. 128833)

The financial transactions of recipients of funds provided under this title may, insofar as they relate to funds provided under this title, be audited by the General Accounting Office under such rules and regulations as may be prescribed by the Comptroller General of the United States. The representatives of the General Accounting Office shall have access to all books, accounts, records, reports, files, and other papers, things, or property belonging to or in use by such recipients pertaining to such financial transactions and necessary to facilitate the audit.

7. CIVIL RIGHTS COMPLIANCE

The Contractor agrees to comply with applicable County and State civil rights ordinances and Title VI of the Civil Rights Act of 1964 as amended, Title VII of the 1968 Civil Rights Act, as amended by the Equal Employment Opportunity Act of 1972, Title VIII of the Civil Rights Act of 1968 as amended, Section 104(b) and Section 109 of Title I of the Housing and Community Development Act of 1974 as amended, Section 504 of the Rehabilitation Act of 1973, the Americans with Disabilities Act of 1990, the Age Discrimination Act of 1975, Executive Order 11063, and Executive Order 11246 as amended by Executive Orders 11375, 11478, 12107 and 12086.

Title VI of the Civil Rights Act of 1964. The Contractor shall comply with Title VI of the Civil Rights Act of 1964 which prohibits all recipients of federal financial assistance from discriminating based on race, color, or national origin. Title VI applies to any program or activity receiving federal financial assistance, not just housing.

8. . COMPLIANCE WITH FEDERAL LAW, REGULATIONS AND EXECUTIVE ORDERS

This is an acknowledgement that HUD financial assistance will be used to fund the contract. The contractor will comply with all applicable federal law, regulations, executive orders, HUD policies, procedures, and directives.

9. . CONFLICT OF INTEREST OF OFFICERS OR EMPLOYEES OF THE LOCAL JURISDICTION, MEMBERS OF THE LOCAL GOVERNING BODY, OR OTHER PUBLIC OFFICIALS

No officer or employee of the local jurisdiction or its designees or agents, no member of the governing body, and no other public official of the locality who exercises any function or responsibility with respect to this contract, 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 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.

10. CONSISTENCY WITH THE CONSOLIDATED PLAN AND ANALYSIS OF IMPEDIMENTS

(AI/Assessment of Fair Housing): The COUNTY and the Contractor acknowledge the jurisdiction's certification to affirmatively further fair housing.

11. . COPYRIGHT AND PATENT RIGHTS

No reports, maps, or other documents produced in whole or in part under this contract shall be the subject of an application for copyright by or on behalf of the contractor. The US Department of Housing and Urban Development and the grantee shall possess all rights to invention or discovery, as well as rights in data which may arise as a result of the contractor's services.

12. . DEBARMENT AND SUSPENSION

(1) This contract is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such the contractor is required to verify that none of the contractor, its principals (defined at 2 C.F.R. §180.995), or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. §180.935). (2) The contractor must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt.3000, subpart C and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into. (3) This certification is a material representation of fact relied upon by the County. If it is later determined that the contractor did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to the Florida Department of Emergency Management, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment. (4) The bidder or proposer agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. 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." Verification will be checked through the excluded parties system list at www.sam.gov.

13. . DIVERSITY

(Reference 2 CFR § 200.321)

The County is dedicated to fostering the continued development and economic growth of small, minority-, women-, and service-disabled veteran business enterprises. All contracting and subcontracting opportunities afforded by this solicitation/contract are strongly encouraged to contribute as both Contractors and Sub-Contractors. Firms may be required to submit documentation addressing diversity and describing the efforts being made to encourage the participation of small, minority-, women-, and service-disabled veteran business enterprises. Information on Certified Minority Business Enterprises (CMBE) and Certified Service-Disabled Veteran Business Enterprises (CSDVBE) is available from the Office of Supplier Diversity at: http://dms.myflorida.com/other_programs/office_of_supplier_diversity_osd/

14. . ENERGY EFFICIENCY STANDARDS

The contractor shall comply with mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan and issued in compliance with the Energy Policy and Conservation Act (Public Law 94-163).

15. . ENVIRONMENTAL COMPLIANCE

If this contract exceeds \$100,000, the Contractor shall comply with all applicable standards, orders, or requirements issued under section 306 of the Clean Air Act (42 U.S.C. 1857(h)), section 508 of the Clean Water Act (33 U.S.C. 1368), Executive Order 11738, and U.S. Environmental Protection Agency regulations (40 C.F.R. Part 15). The contractor shall include this clause in any subcontracts over \$100,000.

16. . ENVIRONMENTAL REVIEW PROCEDURES

(National Environmental Policy Act)

The environmental review procedures set forth at 24 CFR part 58 must be completed for each activity (or project as defined in 24 CFR part 58), as applicable.

17. . EQUAL OPPORTUNITY POLICY AND PROVISIONS**A. Activities and Contracts Not Subject to Executive Order 11246, as Amended**

(Applicable to Federally assisted construction contracts and related subcontracts \$10,000 and under.)

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

(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, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to, the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship.

(2) The Contractor shall post in conspicuous places, available to employees and applicants for employment, notices to be provided by Contracting Officer setting forth the provisions of this nondiscrimination clause. The Contractor shall state that all qualified applicants be considered without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.

(3) Contractors shall incorporate foregoing requirements in all subcontracts.

B. Executive Order 11246, as Amended (through 2014). Section 202 Equal Opportunity Clause

(Applicable to contracts/subcontracts above \$10,000)

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: 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 by the contracting officer setting forth the provisions of this nondiscrimination clause.

(2) The Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, 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 by the agency contracting officer advising the said labor union or worker's representatives of the Contractor's commitment under Section 202 of Executive Order No. 11246 of September 24, 1965, 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 by 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 contracting 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 contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts 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 No. 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 Provisions of paragraphs (1) through (7) 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 may be directed by the Secretary of Labor 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, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

C. Notice of Requirement for Affirmative Action to Ensure Equal Employment Opportunity (Executive Order 11246). (Applicable to construction 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.

(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: 17.1% Collier 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 for 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 County 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.

Contact Information:

Collier County Government—CHS
3339 East Tamiami Trail E, STE 211
Naples, Florida 34112
Telephone 239-252-2273
Fax 239-252-2638

Section 3 Manager

Ms. Kristi Sonntag
Telephone: 239-252-2486
kristiSonntag@colliergov.net

<http://www.colliergov.net/your-government/divisions-a-e/community-and-human-services>

(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.

D. 41 CFR 60-4.3 Equal Opportunity Clauses

(a). The equal opportunity clause published at 41 CFR 60-1.4(a) of this chapter is required to be included in, and is part of, all nonexempt Federal contracts and subcontracts, including construction contracts and subcontracts. The equal opportunity clause published at 41 CFR 60-1.4(b) is required to be included in, and is a part of, all nonexempt federally assisted construction contracts and subcontracts. In addition to the clauses described above, all Federal contracting officers, all applicants and all nonconstruction contractors, as applicable, shall include the specifications set forth in this section in all Federal and federally assisted construction contracts in excess of \$10,000 to be performed in geographical areas designated by the Director pursuant to § 60-4.6 of this part and in construction subcontracts in excess of \$10,000 necessary in whole or in part to the performance of nonconstruction Federal contracts and subcontracts covered under the Executive order.

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

1. As used in these specifications:

- A. "Covered area" means the geographical area described in the solicitation from which this contract resulted;
- B. "Director" means Director, Office of Federal Contract Compliance Programs, United States Department of Labor, or any person to whom the Director delegates authority;

C. "Employer identification number" means the Federal Social Security number used on the Employer's quarterly Federal Tax Return, U.S. Treasury Department Form 941.

D. "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 original peoples 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).

2. 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.

3. 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 or subcontractors 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.

4. The Contractor shall implement the specific affirmative action standards provided in paragraphs (7) (A) through (P). 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.

5. 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.

6. 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.

7. 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:

- (a) 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.
- (b) 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.
- (c) 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 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.
- (d) 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.
- (e) Develop on-the-job training opportunities and/or participate in training programs for the areas which expressly include minorities and women, including upgrading programs and apprenticeship and trainee programs relevant to the Contractor's employment needs, especially those programs funded or approved by the Department of Labor. The Contractor shall provide notice of these programs to the sources compiled under 7.(b) above.
- (f) 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.
- (g) 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.
- (h) 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.
- (i) Direct its recruitment efforts, both oral and written, to minority, female and community organizations, to schools with minority and female recruitment students and to 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 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.

(j) 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.

(k) Validate all tests and other selection requirements where there is an obligation to do so under 41 CFR 60-3.

(l) 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.

(m) 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.

(n) Ensure that all facilities and company activities are nonsegregated except that separate or single-user toilet and necessary changing facilities shall be provided to assure privacy between the sexes.

(o) 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.

(p) Conduct a review, at least annually, of all supervisors adherence to and performance under the Contractor's EEO policies and affirmative action obligations.

(q) become familiar with the HUD "Questions and Answers on Sexual Harassment under the Fair Housing Act." And request a copy from the County if needed.

8. Contractors are encouraged to participate in voluntary associations which assist in fulfilling one or more of their affirmative action obligations (7) (a) through (p). 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 (7) (a) through (p) 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 to comply, however, is the contractor's and failure of such a group to fulfill an obligation shall not be a defense for the Contractor's noncompliance.

9. 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 underutilized).

10. 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.

11. The Contractor shall not enter into any Subcontract with any person or firm debarred from Government contracts pursuant to Executive Order 11246.

12. 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.

13. 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.

14. 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.

15. 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 Program).

E. Certification of Non-Segregated Facilities (Construction Contracts over \$10,000)

The contractor does not maintain or provide for its employees to perform their services at any location, under its control, where segregated facilities are maintained. The contractor certifies further that it will not maintain or provide for its employees any segregated facilities at any of its establishments, and that it will not permit employees to perform their services at any location, under its control, where segregated facilities are maintained. The contractor agrees that a breach of this certification is a violation of the Equal Opportunity Clause in this contract.

As used in this certification, the term "segregated facilities" means any waiting rooms, work areas, rest rooms and wash rooms, restaurants, and other eating areas, time clocks, locker rooms, and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation and housing facilities which are segregated by explicit directive or are in fact segregated on the basis of race, creed, color, or national origin, because of habit, local custom, or otherwise.

The contractor further agrees that (except where it has obtained identical certifications from proposed subcontractors for specific time periods) it will obtain identical certifications from proposed subcontractors prior to the award of subcontractors exceeding \$10,000 which are not exempt from the provisions of the Equal Opportunity Clause; that it will retain such certifications in its files; and that it will forward the following notice to such proposed subcontractors (except where the proposed subcontractors have submitted identical certifications for specific time periods).

F. Civil Rights Act of 1964

Under Title VI of the Civil Rights Act of 1964, no person shall, on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance.

G. Section 109 of the Housing and Community Development Act of 1974

No person in the United States shall on the grounds of race, color, national original, or sex be excluded from

participation in, be denied the benefits of, or be subjected to discrimination under any program or activity funded in whole or in part with funds made available under this title.

H. 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.

I. Age Discrimination in Employment Act of 1967, as Amended

It shall be unlawful for an employer-

(1) to fail or refuse to hire or to discharge any individual or otherwise discriminate against any individual with respect to his compensation, terms, conditions, or privileges of employment, because of such individual's age;

(2) to limit, segregate, or classify his employees in any way which would deprive or tend to deprive any individual of employment opportunities or otherwise adversely affect his status as an employee, because of such individual's age; or

(3) to reduce the wage rate of any employee in order to comply with this chapter.

J. Title II of the Genetic Information Nondiscrimination Act of 2008 (GINA)

(1) Under Title II of the Genetic Information Nondiscrimination Act, it is illegal to discriminate against employees or applicants because of genetic information. Employers are prohibited from using genetic information in making employment decisions. GINA restricts employers and other entities covered by Title II (employment agencies, labor organizations and joint labor-management training and apprenticeship programs - referred to as "covered entities") from requesting, requiring or purchasing

genetic information, and strictly limits the disclosure of genetic information. The law forbids discrimination on the basis of genetic information when it comes to any aspect of employment, including hiring, firing, pay, job assignments, promotions, layoffs, training, fringe benefits, or any other term or condition of employment.

(2) "Genetic information" includes information about an individual's genetic tests and the genetic tests of an individual's family members, as well as information about the manifestation of a disease or disorder in an individual's family members (i.e. family medical history). Family medical history is included in the definition of genetic information because it is often used to determine whether someone has an increased risk of getting a disease, disorder, or condition in the future.

K. Title II of the Genetic Information Nondiscrimination Act of 2008 (GINA)

- (1) Under Title II of the Genetic Information Nondiscrimination Act, it is illegal to discriminate against employees or applicants because of genetic information. Employers are prohibited from using genetic information in making employment decisions. GINA restricts employers and other entities covered by Title II (employment agencies, labor organizations and joint labor-management training and apprenticeship programs - referred to as "covered entities") from requesting, requiring or purchasing genetic information, and strictly limits the disclosure of genetic information. The law forbids discrimination on the basis of genetic information when it comes to any aspect of employment, including hiring, firing, pay, job assignments, promotions, layoffs, training, fringe benefits, or any other term or condition of employment.
- (2) "Genetic information" includes information about an individual's genetic tests and the genetic tests of an individual's family members, as well as information about the manifestation of a disease or disorder in an individual's family members (i.e. family medical history). Family medical history is included in the definition of genetic information because it is often used to determine whether someone has an increased risk of getting a disease, disorder, or condition in the future.

18. . E- VERIFY

(Presidential Executive Order 12989; Florida Executive Order Number 11-116)

Vendors/Contractors/Subcontracts: 1. Agree to utilize the U.S. Department of Homeland Security's E-verify system to verify the employment of all new employees hired by Contractor during the contract term; and 2. Contractor shall include in related subcontracts a requirement that Subcontractors performing work or providing services pursuant to the state contract utilize the E-verify system to verify employment eligibility of all new employees hired by the Subcontractor during the contract term.

19. . FEDERAL LABOR STANDARDS PROVISIONS

(Davis-Bacon Act, Copeland Anti-Kickback Act, and Contract Work Hours & Safety Standards Act)

The Project to which the construction work covered by this contract pertains is being assisted by the United States of America and the following Federal Labor Standards Provisions are included in this Contract pursuant to the provisions applicable to such Federal assistance.

A. (1) (a) **Minimum Wages.** All laborers and mechanics employed or working upon the site of the work (or under the United States Housing Act of 1937 or under the Housing Act of 1949 in the construction or development of the project), will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act (29 CFR Part 3), the full amount of wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the contractor and such laborers and mechanics. Contributions made or costs reasonably anticipated for bona fide fringe benefits under Section 1(b)(2) of the Davis-Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of 29 CFR 5.5(a)(1)(iv); also, regular contributions made or costs incurred for more than a weekly period (but

not less often than quarterly) under plans, funds, or programs, which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period.

Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification of work actually performed, without regard to skill, except as provided in 29 CFR Part 5.5(a)(4). Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein; provided, that the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classification and wage rates conformed under 29 CFR Part 5.5(a)(1)(ii) and the Davis-Bacon poster (WH-1321) shall be posted at all times by the contractor and its subcontractors at the site of the work in a prominent and accessible place where it can be easily seen by the workers.

(b) (i) Any class of laborers or mechanics which is not listed in the wage determination and which is to be employed under the contract shall be classified in conformance with the wage determination. HUD shall approve an additional classification and wage rate and fringe benefits; therefore, only when the following criteria have been met:

- (1) The work to be performed by the classification requested is not performed by a classification in the wage determination; and
- (2) The classification is utilized in the area by the construction industry; and
- (3) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.

(ii) If the contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and HUD or its designee agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken shall be sent by HUD or its designee to the Administrator of the Wage and Hour Division, employment Standards Administration, U. S. Department of Labor, Washington, D. C. 20210. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise HUD or its designee or will notify HUD or its designee within the 30-day period that additional time is necessary. (Approved by the Office of Management and Budget under OMB control number 1215-0140.)

(iii) In the event that the Contractor, the laborers or mechanics to be employed in the Classification or their representatives, and HUD or its designee do not agree on the proposed classification and wage rate (including the amount designed for fringe benefits, where appropriate), HUD or its designee shall refer the questions, including the views of all interested parties and the recommendation of HUD or its designee, to the Administrator for determination. The Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise HUD or its designee or will notify HUD or its designee within the 30-day period that the additional time is necessary. (Approved by the Office of Management and Budget under OMB Control Number 215-0140.)

(iv) The wage rate (including fringe benefits where appropriate) determined pursuant to subparagraphs (b)(ii) or of this paragraph, shall be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.

(c) Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the contractor shall either pay the benefit as stated in the wage determination or shall pay another bona fide fringe benefit or an hourly cash equivalent thereof.

- (d) If the contractor does not make payments to a trustee or other third person, the contractor may consider as part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program. Provided, that the Secretary of Labor has found, upon the written request of the contractor, that the applicable standards of the Davis- Bacon Act have been met. The Secretary of Labor may require the contractor to set aside in a separate account assets for the meeting of obligations under the plan or program. (Approved by the Office of Management and Budget under OMB Control Number 1215-0140.)
- (2) Withholding. HUD or its designee shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld from the contractor under this contract or any other federal contract with the same prime contractor, or any other Federally-assisted contract subject to Davis-Bacon prevailing wage requirements, which is held by the same prime contractor so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees and helpers employed by the contractor or any subcontractor the full amount of wages required by the contract. In the event of failure to pay any laborer or mechanic, including any apprentice, trainee or helper, employed or working on the site of the work (or under the United States Housing Act of 1937 or under the Housing Act of 1949 in the construction or development of the project), all or part of the wages required by the contract, HUD, or its designee may, after written notice to the contractor, sponsor, applicant, or owners, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased. HUD or its designee may, after written notice to the contractor, disburse such amounts withheld for and on account of the contractor or subcontractor to the respective employees to whom they are due. The Comptroller General shall make such disbursements in the case of direct Davis-Bacon Act contracts.
- (3) (a) Payrolls and Basic Records. Payrolls and basic records relating thereto shall be maintained by the contractor during the course of the work preserved for a period of three years thereafter for all laborers and mechanics working at the site of the work (or under the United States Housing Act of 1937, or under the Housing Act of 1949, in the construction or development of the project). Such records shall contain the name, address, and social security number of each such worker, his or her correct classification, hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in Section 1(b)(2)(B) of the Davis-Bacon Act), daily and weekly number of hours worked, deductions made and actual wages paid. Whenever the Secretary of Labor has found under 29 CFR 5.5(a)(1)(iv) that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in Section 1(b)(2)(B) of the Davis-Bacon Act, the contractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits. Contractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs. (Approved by the Office of Management and Budget under OMB Control Numbers 1215-0140 and 1215-0017).
- (b) (i) The contractor shall submit weekly for each week in which any contract work is performed a copy of all payrolls to HUD or its designee if the agency is a party to the contract, but if the agency is not such a party, the contractor will submit the payrolls to the applicant, sponsor, or owners, as the case may be, for transmission to HUD or its designee. The payrolls submitted shall set out accurately and completely all of the information required to be maintained under 29 CFR Part 5.5(a)(3)(i). This information may be submitted in any form desired. Optional Form WH-347 is available for this purpose and may be purchased from the Superintendent of Documents (Federal Stock Number 029-005-00014-

- 1) , U. S. Government Printing Office, Washington, DC 20402. The prime contractor is responsible for the submission of copies of payrolls by all subcontractors. (Approved by the Office of Management and Budget under OMB Control Number 1215-0149).
- (ii) Each payroll submitted shall be accompanied by a "Statement of Compliance", signed by the contractor or subcontractor or his or her agent who pays or supervises the payment of the persons employed under the contract and shall certify the following:
- (1) That the payroll for the payroll period contains the information required to be maintained under 29 CFR Part 5.5 (a)(3)(I) and that such information is correct and complete;
 - (2) That each laborer or mechanic (including each helper, apprentice, and trainee) employed on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in 29 CFR Part 3;
 - (3) That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification of work performed, as specified in the applicable wage determination incorporated into the contract.
- (iii) The weekly submission of a properly executed certification set forth on the reverse side of Option Form WH-347 shall satisfy the requirement for submission of the "Statement of Compliance" required by paragraph A(3)(b)(ii) of this section.
- (iv) The falsification of any of the above certifications may subject the contractor or subcontractor to civil or criminal prosecution under Section 1001 of Title 18 and Section 231 of Title 31 of the United States Code.
- (c) The contractor or subcontractor shall make the records required under paragraph A(3)(a) of this section available for inspection, copying, or transcription by authorized representatives of HUD or its designee or the Department of Labor, and shall permit such representatives to interview employees during working hours on the job. If the contractor or subcontractor fails to submit the required records or to make them available, HUD or its designee may, after written notice to the contractor, sponsor, applicant, or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request to make such records available may be grounds for debarment action pursuant to 29 CFR Part 5.12.
- (4) (a) Apprentices and Trainees.
- (i) Apprentices. Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U. S. Department of Labor, Employment and Training Administration, Bureau of Apprenticeship and Training, or with a State Apprenticeship Agency recognized by the Bureau, or if a person is employed in his or her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by the Bureau of Apprenticeship and Training or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice. The allowable ratio of apprentices to journeymen on the job site in any craft classification shall not be greater than the ratio permitted to the contractor as to the entire work force under the registered program. Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated above, shall be paid not less than the applicable wage rate on the wage determination

for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered program, shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. Where a contractor is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman's hourly rate) specified in the contractor's or subcontractor's registered program shall be observed. Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeymen hourly rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with the determination. In the event the Bureau of Apprenticeship and Training, or a State Apprenticeship Agency recognized by the Bureau, withdraws approval of an apprenticeship program, the contractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved. Trainees. Except as provided in 29 CFR 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to and individually registered in a program which has received prior approval, evidenced by formal certification by the U. S. Department of Labor, Employment and Training Administration. The ratio of trainees to journeymen on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration. Every trainee must be paid at not less than the rate specified in the approved program for the trainee's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination.

- (ii) Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed on the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the corresponding journeyman wage rate on the wage determination which provides for less than full fringe benefits for apprentices. Any employee listed on the payroll at a trainee rate who is not registered and participating in a training plan approved by the Employment and Training Administration shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. In the event the Employment and Training Administration withdraws approval of a training program the contract will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.
 - (iii) Equal Employment Opportunity. The utilization of apprentices, trainees and journeymen under this part shall be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended, and 29 CFR Part 30.
- (5) Compliance with Copeland Act Requirements. The contractor shall comply with the requirements of 29 CFR Part 3 which are incorporated by reference in this contract.
- (6) Subcontracts. The contractor or subcontractor will insert in any subcontracts the clauses contained in 29 CFR 5.5(a)(1) through (10) and such other clauses as HUD or its designee may by appropriate instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contract shall be responsible for the

compliance by any subcontractor or lower tier subcontractor with all the contract clauses in 29 CFR Part 5.5.

- (7) Contract Termination, Debarment. A breach of the contract clauses in 29 CFR 5.5 may be grounds for termination of the contract and for debarment as a contractor and a subcontractor as provided in 29 CFR 5.12.
- (8) Compliance with Davis-Bacon and Related Act Requirements. All rulings and interpretations of the Davis-Bacon and Related Acts contained in 29 CFR Parts 1, 3 and 5 are herein incorporated by referenced in this contract.
- (9) Disputes Concerning Labor Standards. Disputes arising out of the labor standards provisions of this contract shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor (USDOL) set forth in 29 CFR Parts 5, 6 and 7. Disputes within the meaning of this clause include disputes between the contractor (or any of its subcontractors) and HUD or its designee, the USDOL, or the employees or their representatives.
- (10)(a) Certification of Eligibility. By entering into this contract, the contractor certifies that neither it (nor he or she) nor any person or firm who has an interest in the contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of Section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1) or to be awarded HUD contracts or participate in HUD programs pursuant to 24 CFR Part 24.
- (b) No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of Section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1) or to be awarded HUD contracts or participate in HUD programs pursuant to 24 CFR Part 24.
- (c) The penalty for making false statements is prescribed in the U. S. Criminal Code, 18 U. S. C. 1001. Additionally, U. S. Criminal Code, Section 1010, Title 18, U. S. C., "Federal Housing Administration transactions", provides in part "Whoever, for the purpose of ... influencing in any way the action of such Administration ... makes, utters or publishes any statement, knowing the same to be false... shall be fined not more than \$5,000 or imprisoned not more than two years, or both."
- (11) Complaints, Proceedings, or Testimony by Employees. No laborer or mechanic to whom the wage, salary, or other labor standards provisions of this contract are applicable shall be discharged or in any other manner discriminated against by the contractor or any subcontractor because such employee has filed any complaint or instituted or caused to be instituted any proceeding or has testified or is about to testify in any proceeding under or relating to the labor standards applicable under this contract to his employer.

B. Contract Work Hours and Safety Standards Act. As used in the paragraph, the terms "laborers" and "mechanics" include watchmen and guards.

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

- subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in subparagraph (1) of this paragraph, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in subparagraph (1) of this paragraph.
- (3) Withholding for unpaid wages and liquidated damages. HUD or its designee shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contract, or any other Federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in subparagraph (2) of this paragraph.
- (4) Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clauses set forth in subparagraph (1) through (4) of this paragraph and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in subparagraphs (1) through (4) of this paragraph.

C. Health and Safety

- (1) No laborer or mechanic shall be required to work in surroundings or under working conditions which are unsanitary, hazardous, or dangerous to his health and safety as determined under construction safety and health standards promulgated by the Secretary of Labor by regulation.
- (2) The contractor shall comply with all regulations issued by the Secretary of Labor pursuant to Title 29 Part 1926 (formerly part 1518) and failure to comply may result in imposition of sanctions pursuant to the Contract Work Hours and Safety Standards Act (Public Law 91-54.83 State 96).
- (3) The contractor shall include the provisions of this Article in every subcontract so that such provisions will be binding on each subcontractor. The contractor shall take such action with respect to any subcontract as the Secretary of Housing and Urban Development or the Secretary of Labor shall direct as a means of enforcing such provisions.

20. . GRANTEE RECOGNITION (ADVERTISEMENT/ PUBLIC NOTICE)

All facilities purchased or constructed pursuant to this Agreement shall be clearly identified as to the funding source. The Contractor will mount a temporary construction sign for projects funded by Housing Urban Development through Collier County Community and Housing Services. The design concept is intended to disseminate key information regarding the development team as well as Equal Housing Opportunity to the general public. The Construction sign shall comply with applicable County codes.

21. . GUIDANCE TO CONTRACTOR FOR COMPLIANCE WITH LABOR STANDARDS PROVISIONS

A. Contracts with Two Wage Decisions

If the contract includes two wage decisions, the contractor, and each subcontractor who works on the site, must submit either two separate payrolls (one for each wage decision) or one payroll which identifies each worker twice and the hours worked under each wage decision. One

single payroll, reflecting each worker once, may be submitted provided the Contractor uses the higher rate in the wage decisions for each identical job classification. However, where a job classification is not listed in a wage decision and is needed for that portion of the work, the classification **must** be added to the wage decision. A worker may not be paid at the rate for a classification using the hourly rate for that same classification in another wage decision. After the additional classification is approved, the contractor may pay the higher of the two rates and submit one payroll, if desired.

B. Complying with Minimum Hourly Amounts

- (1) The minimum hourly amount due to a worker in each classification is the total of the amounts in the "Rates" and "Fringe Benefits" (if any) columns of the applicable wage decision.
- (2) The contractor may satisfy this minimum hourly amount by any combination of cash and bona fide fringe benefits, regardless of the individual amounts reflected in the "Rates" and "Fringe Benefits" columns.
- (3) A contractor payment for a worker which is required by law is not a fringe benefit in meeting the minimum hourly amount due under the applicable wage decision. For example, contractor payments for FICA or unemployment insurance are not a fringe benefit; however, contractor payments for health insurance or retirement are a fringe benefit. Generally, a fringe benefit is bona fide if (a) it is available to most workers and (b) involves payments to a third party.
- (4) The hourly value of the fringe benefit is calculated by dividing the contractor's annual cost (excluding any amount contributed by the worker) for the fringe benefit by 2080. Therefore, for workers with overtime, an additional payment may be required to meet the minimum hourly wages since generally fringe benefits have no value for any time worked over 40 hours weekly. (If a worker is paid more than the minimum rates required by the wage decision, this should not be a problem. As long as the total wages received by a worker for straight time equals the hours worked times the minimum hourly rate in the wage decision, the requirement of the Davis-Bacon and Related Acts has been satisfied.)

C. Overtime

For any project work over 40 hours weekly, a worker generally must be paid 150% of the actual hourly cash rate received, not the minimum required by the wage decision. (The Davis-Bacon and related acts only establish minimum rates and does not address overtime; the Contract Work Hours Act contains the overtime requirement and uses "basic rate of pay" as the base for calculation, not the minimum rates established by the Davis-Bacon and related acts.)

D. Deductions

Workers who have deductions, not required by law, from their pay must authorize these deductions in writing. The authorization must identify the purpose of each deduction and the amount, which may be a specific dollar amount or a percentage. A copy of the authorization must be submitted with the first payroll containing the deduction. If deducted amounts increase, another authorization must be submitted. If deducted amounts decrease, no revision to the original authorization is needed. Court-ordered deductions, such as child support, may be identified by the responsible payroll person in a separate document. This document should identify the worker, the amount deducted and the purpose. A copy of the court order should be submitted.

E. Classifications Not Included in the Wage Decision

If a classification not in the wage decision is required, please advise the owner's representative in writing and identify the job classification(s) required. In some instances, the State agency may allow the use of a similar classification in the wage decision.

Otherwise, the contractor and affected workers must agree on a minimum rate, which cannot

be lower than the lowest rate for any trade in the wage decision. Laborers (including any subcategory of the laborer classification) and truck drivers are not considered a trade for this purpose. If the classification involves a power equipment operator, the minimum cannot be lower than the lowest rate for any power equipment operator in the wage decision. The owner will provide forms to document agreement on the minimum rate by the affected workers and contractor.

The USDOL must approve the proposed classification and rate. The contractor may pay the proposed rate until the USDOL makes a determination. Should the USDOL require a higher rate, the contractor must make wage restitution to the affected worker(s) for all hours worked under the proposed rate.

F. Supervisory Personnel

Foremen and other supervisory personnel who spend at least 80% of their time supervising workers are not covered by the Davis-Bacon and Related Acts. Therefore, a wage decision will not include such supervisory classifications and their wages are not subject to any minimums under the Davis-Bacon and Related Act or overtime payments under the Contract Work Hours and Safety Standards Act. However, foremen and other supervisory personnel who spend less than 80% of their time engaged in supervisory activities are considered workers/mechanics for the time spent engaged in manual labor and must be paid at least the minimum in the wage decision for the appropriate classification(s) based on the work performed.

G. Sole Proprietorships / Independent Contractors / Leased Workers

The nature of the relationship between a prime contractor and a worker does not affect the requirement to comply with the labor standards provisions of this contract. The applicability of the labor standards provisions is based on the nature of the work performed.

If the work performed is primarily manual in nature, the worker is subject to the labor standards provisions in this contract. For example, if John Smith is the owner of ABC Plumbing and performs all plumbing work himself, then Mr. Smith is subject to the labor standards provisions, including minimum wages and overtime. His status as "owner" is irrelevant for labor standards purposes.

If a worker meets the IRS standards for being an independent contractor, and is employed as such, this means that the worker must submit a separate payroll as a subcontractor rather than be included on some other payroll. The worker is still subject to the labor standards provisions in this contract, including minimum wages and overtime.

If a contractor or subcontractor leases its workers, they are subject to the labor standards provisions in this contract, including minimum wages and overtime. The leasing firm must submit payrolls and these payrolls must reflect information required to determine compliance with the labor standards provisions of this contract, including a classification for each worker based on the nature of the work performed, number of regular hours worked, and number of overtime hours worked.

H. Apprentices/Helpers

A worker may be classified as an apprentice **only if participating in a federal or state program**. Documentation of participation must be submitted. Generally, the apprentice program specifies that the apprentice will be compensated at a percentage of the journeyman rate. For Davis-Bacon Act purposes, the hourly rate cannot be lower than the percentage of the hourly rate for the classification in the applicable wage decision.

If the worker does not participate in a federal or state apprentice program, then the worker must be classified according to duties performed. This procedure may require classification in the "trade" depending on tools used, or as a laborer if specialized tools of the trade are not used. The contractor may want to consult with the Wage and Hour Division of the U.S. Department of Labor located in most large cities regarding the appropriate classification.

Presently, no worker may be classified as a "helper". As with apprentices not participating in a formal apprentice program, the worker must be classified according to duties performed and tools used.

22. . HISTORIC PRESERVATION

The Contractor shall comply with the historic preservation requirements of 24 CFR 58.17 and the Secretary of the Interior's Standards for Rehabilitation and Guidelines for Rehabilitating Historic Buildings and with all other environmental regulatory requirements. D. Historic Preservation: The contractor agrees to comply with the Historic Preservation requirements set forth in the National Historic Preservation Act of 1966, as amended (16 USC 470) and the procedures set forth in 36 CFR 800, Advisory Council on Historic Preservation Procedures for Protection of Historical Properties.

23. . LOBBY PROHIBITION

(a) No funds or other resources received from the Department under this Agreement may be used directly or indirectly to influence legislation or any other official action by the Florida Legislature or any state agency.

(b) The contractor/vendor certifies, by its signature to this Agreement, that to the best of his or her knowledge and belief;

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

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

The contractor/vendor shall require that this certification be included in the award documents for all subawards (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

24. . NO THIRD- PARTY OBLIGATION BY FEDERAL GOVERNMENT

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

25. . NONDISCRIMINATION UNDER FEDERAL GRANTS AND PROGRAMS

(Section 504, Rehabilitation Act of 1973; 29 USC § 794)

- a) Section 504 prohibits discrimination based upon disability in all programs or activities operated by recipients of federal financial assistance.
- b) Section 794. No otherwise qualified individual with a disability in the United States, as defined in section 705(20) of this title, shall, solely by reason of her or his disability, be excluded from the participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance or under any program or activity conducted by any Executive agency.

26. . PROCUREMENT OF RECOVERED MATERIALS

(Reference 2 CFR § 200.322)

Contractor and subcontractor agree to comply with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act, and the regulatory provisions of 40 CFR Part

247. (1) In the performance of this contract, the Contractor shall make maximum use of products containing recovered materials that are EPA designated items unless the product cannot be acquired (i) Competitively within a timeframe providing for compliance with the contract performance schedule; (ii) Meeting contract performance requirements; or (iii) At a reasonable price. (2) Information about this requirement is available at EPA's Comprehensive Procurement Guidelines web site, <http://www.epa.gov/>. The list of EPA-designate items is available at <https://www.epa.gov/smm/comprehensive-procurement-guideline-cpg-program>.

27. . PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS OF RELATED ACTS

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

28. RECORD KEEPING AND RETENTION

The contractor shall retain all records relating to this contract for six years after the local government makes final payment and all other pending matters are closed.

The Recipient, its employees or agents, including all contractors, subcontractors or consultants to be paid from funds under this Agreement, shall allow access to its records at reasonable times to the Departments, its employees and agents. "Reasonable" shall ordinarily mean during normal business hours of 8am to 5pm local time, on Monday through Friday. "Agents" shall include, but not be limited to, auditors retained by the Department.

- i. The Contractor shall maintain all records required by the grantor.
- ii. All reports, plans, surveys, information, documents, maps and other data procedures developed, prepared, assembled, or completed by the Contractor for the purpose of this Agreements shall be made available to the County by the Contractor at any time upon request by the County or HUD. Upon completion of all work contemplated under this agreement copies of all documents and records relating to this agreement shall be surrendered to the County if requested. In any event the sub-recipient shall keep all documents for six (6) years after the expiration of this agreement and after the local government makes final payment and all other pending matters are closed.

29. . RELIGIOUS ORGANIZATIONS

CDBG funds may not be used for religious activities or provided to primarily religions organizations. Section 24 CFR 570.200(j) specifies the limitations on CDBG funds.

30. . "SECTION 3" 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, 12U.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 S ection 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).

31. . TERMINATION FOR CAUSE AND / OR CONVENIENCE (OVER \$ 10 K)

2. TERMINATION FOR CAUSE AND / OR CONVENIENCE

A. This contract may be terminated in whole or in part in writing by either party in the event of substantial failure by the other party to fulfill its obligations under this contract through no fault of the terminating party, provided that no termination may be effected unless the other party is given:

- (1) not less than ten (10) calendar days written notice (delivered by certified mail, return receipt requested) of intent to terminate; and
- (2) an opportunity for consultation with the terminating party prior to termination.

B. This contract may be terminated in whole or in part in writing by the local government for its convenience, provided that the other party is afforded the same notice and consultation opportunity specified in 1.(A) above.

C. If termination for default is effected by the local government, an equitable adjustment in the price for this contract shall be made, but

- (1) no amount shall be allowed for anticipated profit on unperformed services or other work, and
- (2) any payment due to the contractor at the time of termination may be adjusted to cover any additional costs to the local government because of the contractor's default.

If termination for convenience is effected by the local government, the equitable adjustment shall include a reasonable profit for services or other work performed for which profit has not already been included in an invoice.

For any termination, the equitable adjustment shall provide for payment to the contractor for services rendered and expenses incurred prior to receipt of the notice of intent to terminate, in addition to termination settlement costs reasonably incurred by the contractor relating to commitments (e.g.,

suppliers, subcontractors) which had become firm prior to receipt of the notice of intent to terminate.

D. Upon receipt of a termination action under paragraphs (a) or (b) above, the contractor shall (1) promptly discontinue all affected work (unless the notice directs otherwise) and (2) deliver or otherwise make available to the local government all data, drawings, reports specifications, summaries and other such information, as may have been accumulated by the contractor in performing this contract, whether completed or in process.

E. Upon termination, the local government may take over the work and may award a new party a contract to complete the work described in this contract.

F. If, after termination for failure of the contractor to fulfill contractual obligations, it is determined that the contractor had not failed to fulfill contractual obligations, the termination shall be deemed to have been for the convenience of the local government. In such event, adjustment of the contract price shall be made as provided in paragraph (c) above.

32. . TRANSPARENCY ACT

Unless exempt under 2 CFR § 170.11 O(b), the Contractor shall comply with the reporting requirements of the Transparency Act as expressed in 2 CFR Part 170.

33. . UNIFORM RELOCATION ASSISTANCE AND REAL PROPERTY ACQUISITION ACT OF 1970

The Contractor shall certify they have in effect and are following a Residential Antidisplacement and Relocation Assistance Plan (RARAP) and comply with the Section 104(d) and implementing regulation 24 CFR Part 42 for Federal or federally funded projects.

STATE AND FEDERAL STATUTES AND REGULATIONS

By signature of this Agreement, the contractor hereby certifies that it will comply with the following (as applicable) federal and state requirements:

- | | |
|--|--|
| <ol style="list-style-type: none"> 1. Community Development Block Grant Disaster 2. Recovery Emergency Rule 9BER09-2; The Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act of 1975 (42 U.S.C., s. 6901 et. seq.); 3. Florida Small and Minority Business Act, s. 288.702-288.714, F.S.; 4. Florida Coastal Zone Protection Act, s. 161.52- 161.58, F.S.; 5. Local Government Comprehensive Planning and Land Development Regulation Act, Ch. 163, F.S.; 6. Title I of the Housing and Community Development 7. Act of 1974, as amended 8. Treasury Circular 1075 regarding drawdown of CDBG funds. 9. Sections 290.0401-290.049, F.S.; 10. Rule Chapter 9B-43, Fla. Admin. Code.; 10. Department of Community Affairs Technical Memorandums; 11. HUD Circular Memorandums applicable to the Small Cities CDBG Program; 12. Single Audit Act of 1984; 13. National Environmental Policy Act of 1969 and other provisions of law which further the purpose of this Act; 14. National Historic Preservation Act of 1966 (Public Law 89-665) as amended and Protection of Historic Properties (24C.F.R. Part 800); 15. Preservation of Archaeological and Historical Data Act of 1966; 16. Executive Order 11593 - Protection and Enhancement of Cultural Environment; 17. Reservoir Salvage Act; 18. Safe Drinking Water Act of 1974, as amended; 19. Endangered Species Act of 1958, as amended; 20. Executive Order 12898 - Environmental Justice 21. Executive Order 11988 and 24 C.F.R. Part 55 – Floodplain Management; 22. The Federal Water Pollution Control Act of 1972, as amended (33 U.S.C., s. 1251 et. seq.); 23. Executive Order 11990 -Protection of Wetlands; 24. Coastal Zone Management Act of 1968, as amended; 25. Wild and Scenic Rivers Act of 1968, as amended; 26. Clean Air Act of 1977; 27. HUD Environmental Standards (24 C.F.R. Part 58); 28. Farmland Protection Policy Act of 1981; 29. Clean Water Act of 1977; 30. Davis- Bacon Wage Rate Act; 31. Contract Work Hours and Safety Standards Act of 1962, 40 U.S.C. s. 327 et. seq; 32. Florida Statute 287.134, Discriminatory Vendors List | <ol style="list-style-type: none"> 33. The Wildlife Coordination Act of 1958, as amended; Noise Abatement and Control: Departmental Policy Implementation, Responsibilities, and Standards, 24 C.F.R. Part 51, Subpart B; 34. Flood Disaster Protection Act of 1973, P.L 92-234; 35. Protection of Historic and Cultural Properties under HUD Programs, 24 C.F.R. Part 59; 36. Coastal Zone Management Act of 1972, P.L 92-583; 37. Architectural and Construction Standards; 38. Architectural Barriers Act of 1968, 42 U.S.C. 4151; 39. Executive Order 11296, relating to evaluation of flood hazards; 40. Executive Order 11288. relating to prevention, control and abatement of water pollution; 41. Cost-Effective Energy Conservation Standards, 24 C.F.R. Part 39; 42. Section 8 Existing Housing Quality Standards, 24 C.F.R. Part 882; 43. Coastal Barrier Resource Act of 1982; 44. Federal Fair Labor Standards Act, 29 U.S.C., s.201 et. seq.; 45. Title VI of the Civil Rights Act of 1964 Non discrimination; 46. Title VII of the Civil Rights Act of 1968 Non-discrimination in housing; 47. Age Discrimination Act of 1975; 48. Executive Order 12892- Fair Housing 49. Section 109 of the Housing and Community Development Act of 1974, Non-discrimination; 50. Section 504 of the Rehabilitation Act of 1973 and 24 C.F.R. Part 8; 51. Executive Order 11063 - Equal Opportunity in Housing; 52. Executive Order 11246- Nondiscrimination; 53. Section 3 of the Housing and Urban Development Act of 1968, as amended – Employment Training of Lower Income Residents and Local Business Contracting; 54. Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, P.L., 100-17, and 49 C.F.R. Part 24; 55. Copeland Anti-Kickback Act of 1934; Hatch Act; 56. Title N Lead-Based Paint Poisoning Prevention Act (42 U.S.C., s. 1251 et. seq.); 57. OMB 2 CFR Part 200 58. Administrative Requirements for Grants, 24 C.F.R. Part 85; 59. Section 02 of the Department of Housing and Urban Development Reform Act of 1989 and 24 C.F.R. Part 12. |
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SECTION 3 REQUIREMENTS

What is Section 3?

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

How does Section 3 promote self- sufficiency?

Section 3 is a starting point to obtain job training, employment and contracting opportunities. From this integral foundation coupled with other resources comes the opportunity for economic advancement and self- sufficiency.

- Federal, state and local programs
- Advocacy groups
- Community and faith-based organizations

How does Section 3 promote homeownership?

Section 3 is a starting point to homeownership. Once a Section 3 resident has obtained employment or contracting opportunities they have begun the first step to self-sufficiency.

Remember, "It doesn't have to be fields of dreams". Homeownership is achievable. For more information visit our HUD [website](#).

Who are Section 3 residents?

Section 3 residents are:

- Public housing residents or
- Persons who live in the area where a HUD-assisted project is located and who have a household income that falls below HUD's income limits as provided below.

SECTION 3 INCOME LIMITS (FY 2020 Income Limits from www.huduser.org)		
All residents of public housing developments and those participating on the Section 8 program qualify as Section 3 residents. Additionally, individuals residing in Collier County who meet the income limits set forth below also qualify for Section 3 status.		
A picture identification and proof of current residency is required.		
Eligibility Guidelines		
Number in Household	Very low-income (50%)	Low income (80%)
1 person	\$28,850	\$46,100
2 person	\$32,950	\$52,700
3 person	\$37,050	\$59,300
4 person	\$41,150	\$65,850
5 person	\$44,450	\$71,150
6 person	\$47,750	\$76,400
7 person	\$51,050	\$81,700
8 person	\$54,350	\$86,950

Determining Income Levels

- Low income is defined as 80% or below the median income of that area.
- Very low income is defined as 50% or below the median income of that area.

What is a Section 3 business concern?

A business that:

- Is 51 percent or more owned by Section 3 residents;
- Employs Section 3 residents for at least 30 percent of its full-time, permanent staff; or
- Provides evidence of a commitment to subcontract to Section 3 business concerns, 25 percent or more of the dollar amount of the awarded contract.

What programs are covered?

Section 3 applies to HUD-funded Public and Indian Housing assistance for development, operating, and modernization expenditures.

Section 3 also applies to certain HUD-funded Housing and Community Development projects that complete housing rehabilitation, housing construction, and other public construction.

What types of economic opportunities are available under Section 3?

- Job training
- Employment
- Contracts

Any employment resulting from these expenditures, including administration, management, clerical support, and construction, is subject to compliance with Section 3.

Examples of Opportunities include but not limited to the list identified:

- | | |
|-------------------------|-----------------------|
| • Accounting | • Iron Works |
| • Architecture | • Janitorial |
| • Appliance repair | • Landscaping |
| • Bookkeeping | • Machine Operation |
| • Bricklaying | • Manufacturing |
| • Carpentry | • Marketing |
| • Carpet Installation | • Painting |
| • Catering | • Payroll Photography |
| • Cement/Masonry | • Plastering |
| • Computer/Information | • Plumbing |
| • Demolition | • Printing Purchasing |
| • Drywall | • Research |
| • Elevator Construction | • Surveying |
| • Engineering | • Tile setting |
| • Fencing | • Transportation |
| • Florists | • Word processing |
| • Heating | |

Who will award the economic opportunities?

Recipients of HUD financial assistance will award the economic opportunities. They and their contractors and subcontractors are required to provide, to the greatest extent feasible, economic opportunities consistent with existing Federal, State, and local laws and regulations.

Who receives priority under Section 3?

For training and employment:

- Persons in public and assisted housing
- Persons in the area where the HUD financial assistance is spent
- Participants in HUD Youthbuild programs
- Homeless persons

For contracting:

Businesses that meet the definition of a Section 3 business concern

How can businesses find Section 3 residents to work for them?

Businesses can recruit Section 3 residents in public housing developments and in the neighborhoods where the HUD assistance is being spent. Effective ways of informing residents about available training and job opportunities are:

- Contacting resident organizations, local community development and employment agencies
- Distributing flyers
- Posting signs
- Placing ads in local newspapers

Are recipients, contractors, and subcontractors required to provide long-term employment opportunities, not simply seasonal or temporary employment?

Recipients are required, to the greatest extent feasible, to provide all types of employment opportunities to low and very low-income persons, including permanent employment and long-term jobs.

Recipients and contractors are encouraged to have Section 3 residents make up at least 30 percent of their permanent, full-time staff.

A Section 3 resident who has been employed for 3 years may no longer be counted towards meeting the 30 percent requirement. This encourages recipients to continue hiring Section 3 residents when employment opportunities are available.

What if it appears an entity is not complying with Section 3?

There is a complaint process. Section 3 residents, businesses, or a representative for either may file a complaint if it seems a recipient is violating Section 3 requirements are being on a HUD-funded project.

Will HUD require compliance?

Yes. HUD monitors the performance of contractors, reviews annual reports from recipients, and investigates complaints. HUD also examines employment and contract records for evidence that recipients are training and employing Section 3 residents and awarding contracts to Section 3 businesses.

How can Section 3 residents or Section 3 business concerns allege Section 3 violations?

You can file a written complaint with either the regional or local offices below.

ATLANTA REGIONAL OFFICE

U.S. Department of Housing and Urban Development Southeast Office
40 Marietta Street
Atlanta, GA 30303
(404) 331-5140
(800) 440-8091
Fax: (404) 331-1021
Email: complaints_office_04@hud.gov

LOCAL HUD FIELD OFFICE

Public Housing and Community Development;
701 NW 1st Court, 16th Floor; Miami, FL 33136
Section3@miamidade.gov

A written complaint should contain:

- Name and address of the person filing the complaint
- Name and address of subject of complaint (HUD recipient, contractor or subcontractor)
- Description of acts or omissions in alleged violation of Section 3
- Statement of corrective action sought i.e. training, employment or contracts

Additional information may be found at HUD's Section 3 website

http://portal.hud.gov/hudportal/HUD?src=/program_offices/fair_housing_equal_opp/section3/section3

DAVIS BACON ACT IS APPLICABLE ☒ YES ☐ NO

DOL WAGE RATE DECISION (IF APPLICABLE)

See following pages for this document.

"General Decision Number: FL20230201 01/13/2023

Superseded General Decision Number: FL20220201

State: Florida

Construction Type: Building

County: Collier County in Florida.

BUILDING CONSTRUCTION PROJECTS (does not include single family homes or apartments up to and including 4 stories).

Note: Contracts subject to the Davis-Bacon Act are generally required to pay at least the applicable minimum wage rate required under Executive Order 14026 or Executive Order 13658. Please note that these Executive Orders apply to covered contracts entered into by the federal government that are subject to the Davis-Bacon Act itself, but do not apply to contracts subject only to the Davis-Bacon Related Acts, including those set forth at 29 CFR 5.1(a)(2)-(60).

If the contract is entered into on or after January 30, 2022, or the contract is renewed or extended (e.g., an option is exercised) on or after January 30, 2022:	<ul style="list-style-type: none">. Executive Order 14026 generally applies to the contract.. The contractor must pay all covered workers at least \$16.20 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract in 2023.
If the contract was awarded on or between January 1, 2015 and January 29, 2022, and the contract is not renewed or extended on or after January 30, 2022:	<ul style="list-style-type: none">. Executive Order 13658 generally applies to the contract.. The contractor must pay all covered workers at least \$12.15 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on that contract in 2023.

The applicable Executive Order minimum wage rate will be adjusted annually. If this contract is covered by one of the Executive Orders and a classification considered necessary for performance of work on the contract does not appear on this wage determination, the contractor must still submit a conformance request.

Additional information on contractor requirements and worker protections under the Executive Orders is available at <http://www.dol.gov/whd/govcontracts>.

Modification Number	Publication Date
0	01/06/2023
1	01/13/2023

ASBE0067-003 01/01/2021

	Rates	Fringes
ASBESTOS WORKER/HEAT & FROST INSULATOR.....	\$ 30.12	13.11

ELEC0349-008 09/01/2021

	Rates	Fringes
ELECTRICIAN (Includes Low Voltage Wiring).....	\$ 32.05	11.56

* ELEV0074-001 01/01/2023

	Rates	Fringes
ELEVATOR MECHANIC.....	\$ 47.51	37.335+a+b

FOOTNOTE:

a. Employer contributions 8% of regular hourly rate to vacation pay credit for employee who has worked in business more than 5 years; Employer contributions 6% of regular hourly rate to vacation pay credit for employee who has worked in business less than 5 years.

b. Paid Holidays: New Year's Day; Memorial Day; Independence Day; Labor Day; Veterans' Day, Thanksgiving Day; The Friday after Thanksgiving Day; and Christmas Day.

ENGI0487-021 07/01/2016

	Rates	Fringes
OPERATOR: Crane All Cranes 160 Ton Capacity and Over.....	\$ 33.05	9.20
All Cranes Over 15 Ton Capacity.....	\$ 32.05	9.20
OPERATOR: Forklift.....	\$ 23.25	9.20
OPERATOR: Mechanic.....	\$ 32.05	9.20
OPERATOR: Oiler.....	\$ 23.50	9.20

IRON0397-007 07/01/2022

	Rates	Fringes
IRONWORKER, STRUCTURAL.....	\$ 32.60	16.97

IRON0402-001 10/01/2021

	Rates	Fringes
IRONWORKER, ORNAMENTAL.....	\$ 25.50	14.66

* SFFL0821-004 01/01/2023

	Rates	Fringes
SPRINKLER FITTER (Fire Sprinklers).....	\$ 31.28	21.90

	Rates	Fringes
CARPENTER.....	\$ 18.00	0.64
CEMENT MASON/CONCRETE FINISHER...	\$ 14.85 **	0.60
IRONWORKER, REINFORCING.....	\$ 26.37	12.65
LABORER: Common or General, Including Cement Mason Tending...	\$ 12.25 **	1.03
LABORER: Pipelayer.....	\$ 14.00 **	1.40
OPERATOR: Backhoe/Excavator/Trackhoe.....	\$ 22.07	8.80
OPERATOR: Bulldozer.....	\$ 15.40 **	1.90
OPERATOR: Grader/Blade.....	\$ 18.97	0.00
OPERATOR: Loader.....	\$ 14.00 **	1.40
OPERATOR: Roller.....	\$ 14.43 **	4.78
PAINTER: Brush, Roller and Spray.....	\$ 14.72 **	2.13
PIPEFITTER.....	\$ 21.36	7.93
PLUMBER.....	\$ 18.01	2.88
ROOFER.....	\$ 19.00	1.17
SHEET METAL WORKER, Includes HVAC Duct Installation.....	\$ 19.10	3.27
TILE SETTER.....	\$ 18.01	0.00
TRUCK DRIVER: Dump Truck.....	\$ 13.22 **	2.12
TRUCK DRIVER: Lowboy Truck.....	\$ 14.24 **	0.00

WELDERS - Receive rate prescribed for craft performing operation to which welding is incidental.

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** Workers in this classification may be entitled to a higher minimum wage under Executive Order 14026 (\$16.20) or 13658 (\$12.15). Please see the Note at the top of the wage determination for more information.

Note: Executive Order (EO) 13706, Establishing Paid Sick Leave for Federal Contractors applies to all contracts subject to the Davis-Bacon Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2017. If this contract is covered by the EO, the contractor must provide employees with 1 hour of paid sick leave for every 30 hours they work, up to 56 hours of paid sick leave each year. Employees must be permitted to use paid sick leave for their own illness, injury or other health-related needs, including preventive care; to assist a family member (or person who is

like family to the employee) who is ill, injured, or has other health-related needs, including preventive care; or for reasons resulting from, or to assist a family member (or person who is like family to the employee) who is a victim of, domestic violence, sexual assault, or stalking. Additional information on contractor requirements and worker protections under the EO is available at <https://www.dol.gov/agencies/whd/government-contracts>.

Unlisted classifications needed for work not included within the scope of the classifications listed may be added after award only as provided in the labor standards contract clauses (29CFR 5.5 (a) (1) (ii)).

The body of each wage determination lists the classification and wage rates that have been found to be prevailing for the cited type(s) of construction in the area covered by the wage determination. The classifications are listed in alphabetical order of ""identifiers"" that indicate whether the particular rate is a union rate (current union negotiated rate for local), a survey rate (weighted average rate) or a union average rate (weighted union average rate).

Union Rate Identifiers

A four letter classification abbreviation identifier enclosed in dotted lines beginning with characters other than ""SU"" or ""UAVG"" denotes that the union classification and rate were prevailing for that classification in the survey. Example: PLUM0198-005 07/01/2014. PLUM is an abbreviation identifier of the union which prevailed in the survey for this classification, which in this example would be Plumbers. 0198 indicates the local union number or district council number where applicable, i.e., Plumbers Local 0198. The next number, 005 in the example, is an internal number used in processing the wage determination. 07/01/2014 is the effective date of the most current negotiated rate, which in this example is July 1, 2014.

Union prevailing wage rates are updated to reflect all rate changes in the collective bargaining agreement (CBA) governing this classification and rate.

Survey Rate Identifiers

Classifications listed under the ""SU"" identifier indicate that no one rate prevailed for this classification in the survey and the published rate is derived by computing a weighted average rate based on all the rates reported in the survey for that classification. As this weighted average rate includes all rates reported in the survey, it may include both union and non-union rates. Example: SULA2012-007 5/13/2014. SU indicates the rates are survey rates based on a weighted average calculation of rates and are not majority rates. LA indicates the State of Louisiana. 2012 is the year of survey on which these classifications and rates are based. The next number, 007 in the example, is an internal number used in producing the wage determination. 5/13/2014 indicates the survey completion date for the classifications and rates under that identifier.

Survey wage rates are not updated and remain in effect until a

new survey is conducted.

Union Average Rate Identifiers

Classification(s) listed under the UAVG identifier indicate that no single majority rate prevailed for those classifications; however, 100% of the data reported for the classifications was union data. EXAMPLE: UAVG-OH-0010 08/29/2014. UAVG indicates that the rate is a weighted union average rate. OH indicates the state. The next number, 0010 in the example, is an internal number used in producing the wage determination. 08/29/2014 indicates the survey completion date for the classifications and rates under that identifier.

A UAVG rate will be updated once a year, usually in January of each year, to reflect a weighted average of the current negotiated/CBA rate of the union locals from which the rate is based.

WAGE DETERMINATION APPEALS PROCESS

1.) Has there been an initial decision in the matter? This can be:

- * an existing published wage determination
- * a survey underlying a wage determination
- * a Wage and Hour Division letter setting forth a position on a wage determination matter
- * a conformance (additional classification and rate) ruling

On survey related matters, initial contact, including requests for summaries of surveys, should be with the Wage and Hour National Office because National Office has responsibility for the Davis-Bacon survey program. If the response from this initial contact is not satisfactory, then the process described in 2.) and 3.) should be followed.

With regard to any other matter not yet ripe for the formal process described here, initial contact should be with the Branch of Construction Wage Determinations. Write to:

Branch of Construction Wage Determinations
Wage and Hour Division
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

2.) If the answer to the question in 1.) is yes, then an interested party (those affected by the action) can request review and reconsideration from the Wage and Hour Administrator (See 29 CFR Part 1.8 and 29 CFR Part 7). Write to:

Wage and Hour Administrator
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

The request should be accompanied by a full statement of the interested party's position and by any information (wage payment data, project description, area practice material, etc.) that the requestor considers relevant to the issue.

3.) If the decision of the Administrator is not favorable, an interested party may appeal directly to the Administrative Review Board (formerly the Wage Appeals Board). Write to:

Administrative Review Board
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

4.) All decisions by the Administrative Review Board are final.

=====

END OF GENERAL DECISIO"

EXHIBIT 1.B

GRANT CERTIFICATIONS AND ASSURANCES

GRANT CERTIFICATIONS AND ASSURANCES**THE FOLLOWING DOCUMENTS NEED TO BE RETURNED WITH SOLICITATION DOCUMENTS
BY DEADLINE TO BE CONSIDERED RESPONSIVE**

GCA - 2	Certification Regarding Debarment, Suspension, and Other Responsibility Matters- Primary Covered Transactions
GCA - 3	Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion Lower Tier Covered Transactions
GCA - 4	Certification Regarding Lobbying
GCA - 5	Conflict of Interest
GCA - 6	Anticipated DBE, M/WBE or VETERAN Participation Statement
GCA - 7	Acknowledgement of Grant Terms and Conditions
GCA - 8	Acknowledgement of Religious Organization Requirements 24 CFR 570.200(j)
GCA - 9	Certification of Payments to Influence Federal Transactions
GCA - 10,11	Affidavit for and Certification for Claiming Status as a Section 3 Business
GCA - 12	Construction Contractors Bid Opportunity List

COLLIER COUNTY
Certification Regarding Debarment, Suspension, and Other Responsibility Matters
Primary Covered Transactions

- (1) The prospective primary participant certifies to the best of its knowledge and belief, that it and its principals:
- (a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
 - (b) Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
 - (c) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and
 - (d) Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default.
- (2) Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

Name

Project Name

Title

Project Number

Firm

Tax ID Number

Street Address

DUNS Number

City, State, Zip

24 CFR 24.510 & 24 CFR, Part 24, Appendix A

COLLIER COUNTY
Certification Regarding Debarment, Suspension, Ineligibility
and Voluntary Exclusion

Lower Tier Covered Transactions

- (1) The prospective lower tier participant certifies, by submission of this document, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.
- (2) Where the prospective lower tier participant is unable to certify to the above statement, the prospective participant shall attach an explanation to this form.

Name

Local Government

Title

Tax ID Number

Firm

DUNS Number

Street Address

City, State, Zip

Date

The undersigned _____ (Vendor/ Contractor) certifies, to the best of his or her knowledge and belief, that:

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

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for making lobbying contacts to an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form--LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions [as amended by "Government wide Guidance for New Restrictions on Lobbying," 61 Fed. Reg. 1413 (1/19/96). Note: Language in paragraph (2) herein has been modified in accordance with Section 10 of the Lobbying Disclosure Act of 1995 (P.L. 104-65, to be codified at 2 U.S.C. 1601, *et seq.*)]

COLLIER COUNTY
Certification of Lobbying

The undersigned _____ (Vendor/ Contractor) certifies, to the best of his or her knowledge and belief, that:

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

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for making lobbying contacts to an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form--LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions [as amended by "Government wide Guidance for New Restrictions on Lobbying," 61 Fed. Reg. 1413 (1/19/96). Note: Language in paragraph (2) herein has been modified in accordance with Section 10 of the Lobbying Disclosure Act of 1995 (P.L. 104-65, to be codified at 2 U.S.C. 1601, *et seq.*)]

(This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31, U.S.C. § 1352 (as amended by the Lobbying Disclosure Act of 1995). Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

The prospective participant also agrees by submitting his or her proposal that he or she shall require that the language of this certification be included in all lower tier subcontracts, which exceed \$100,000 and that all such subrecipients shall certify and disclose accordingly.

The Vendor/Contractor, _____, certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. A 3801, *et seq.*, apply to this certification and disclosure, if any.

_____ Name of Authorized Official

_____ Title

_____ Signature of Vendor/Contractor's Authorized Official

_____ Date

COLLIER COUNTY
Conflict of Interest Certification

Collier County Solicitation No. _____

I, _____, hereby certify that to the best of my knowledge, neither I nor my spouse, dependent child, general partner, or any organization for which I am serving as an officer, director, trustee, general partner or employee, or any person or organization with whom I am negotiating or have an arrangement concerning prospective employment has a financial interest in this matter.

I further certify to the best of my knowledge that this matter will not affect the financial interests of any member of my household. Also, to the best of my knowledge, no member of my household; no relative with whom I have a close relationship; no one with whom my spouse, parent or dependent child has or seeks employment; and no organization with which I am seeking a business relationship nor which I now serve actively or have served within the last year are parties or represent a party to the matter.

I also acknowledge my responsibility to disclose the acquisition of any financial or personal interest as described above that would be affected by the matter, and to disclose any interest I, or anyone noted above, has in any person or organization that does become involved in, or is affected at a later date by, the conduct of this matter.

<hr/>	<hr/>
Name	Signature

<hr/>	<hr/>
Position	Date

Privacy Act Statement

Title I of the Ethics in Government Act of 1978 (5 U.S.C. App.), Executive Order 12674 and 5 CFR Part 2634, Subpart I require the reporting of this information. The primary use of the information on this form is for review by officials of The Justice Department to determine compliance with applicable federal conflict of interest laws and regulations. Additional disclosures of the information on this report may be made: (1) to a federal, state or local law enforcement agency if the Justice Department becomes aware of a violation or potential violation of law or regulations; (2) to a court or party in a court or federal administrative proceeding if the government is a party or in order to comply with a judge-issued subpoena; (3) to a source when necessary to obtain information relevant to a conflict of interest investigation or decision; (4) to the National Archives and Records Administration or the General Services Administration in records management inspections; (5) to the Office of Management and Budget during legislative coordination on private relief legislation; and (6) in response to a request for discovery or for the appearance of a witness in a judicial or administrative proceeding, if the information is relevant to the subject matter. This confidential certification will not be disclosed to any requesting person unless authorized by law. See also the OGE/GOVT-2 executive branch-wide Privacy Act system of records.

COLLIER COUNTY																					
ANTICIPATED DISADVANTAGED, MINORITY, WOMEN OR VETERAN PARTICIPATION STATEMENT																					
Status will be verified. Unverifiable statuses will require the PRIME to either provide a revised statement or provide source documentation that validates a status.																					
A. PRIME VENDOR/CONTRACTOR INFORMATION																					
PRIME NAME		PRIME FEID NUMBER		CONTRACT DOLLAR AMOUNT																	
IS THE PRIME A FLORIDA-CERTIFIED DISADVANTAGED, MINORITY OR WOMEN BUSINESS ENTERPRISE? (DBE/MBE/WBE) OR HAVE A SMALL DISADVANTAGED BUSINESS 8A CERTIFICATION FROM THE SMALL BUSINESS ADMINISTRATION? A SERVICE DISABLED VETERAN?		VETERAN	Y	N	IS THE ACTIVITY OF THIS CONTRACT... CONSTRUCTION ? Y N CONSULTATION? Y N OTHER? Y N																
		DBE?	Y	N																	
		MBE?	Y	N																	
		WBE?	Y	N																	
		SOB 8A?	Y	N																	
IS THIS SUBMISSION A REVISION?		Y	N	IF YES, REVISION NUMBER _____																	
B. IF PRIME HAS SUBCONTRACTOR OR SUPPLIER WHO IS A DISADVANTAGED MINORITY, WOMEN-OWNED, SMALL BUSINESS CONCERN OR SERVICE DISABLED VETERAN, PRIME IS TO COMPLETE THIS NEXT SECTION																					
DBE M/WBE VETERAN	SUBCONTRACTOR OR SUPPLIER NAME	TYPE OF WORK OR SPECIALTY	ETHNICITY CODE (See Below)	SUB/SUPPLIER DOLLAR AMOUNT	PERCENT OF CONTRACT DOLLARS																
TOTALS:																					
C. SECTION TO BE COMPLETED BY PRIME VENDOR/CONTRACTOR																					
NAME OF SUBMITTER		DATE		TITLE OF SUBMITTER																	
EMAIL ADDRESS OF PRIME (SUBMITTER)		TELEPHONE NUMBER		FAX NUMBER																	
<p>NOTE: This information is used to track and report anticipated DBE or MBE participation in federally-funded contracts. The anticipated DBE or MBE amount is voluntary and will not become part of the contractual terms. This form must be submitted at time of response to a solicitation. If and when awarded a County contract, the prime will be asked to update the information for the grant compliance files.</p> <table border="1" style="width: 100%; border-collapse: collapse; margin-top: 10px;"> <thead> <tr> <th style="text-align: center;">ETHNICITY</th> <th style="text-align: center;">CODE</th> </tr> </thead> <tbody> <tr><td>Black American</td><td>BA</td></tr> <tr><td>Hispanic American</td><td>HA</td></tr> <tr><td>Native American</td><td>NA</td></tr> <tr><td>Subcont. Asian American</td><td>SAA</td></tr> <tr><td>Asian-Pacific American</td><td>APA</td></tr> <tr><td>Non-Minority Women</td><td>NMW</td></tr> <tr><td>Other: not of any other group listed</td><td>O</td></tr> </tbody> </table>						ETHNICITY	CODE	Black American	BA	Hispanic American	HA	Native American	NA	Subcont. Asian American	SAA	Asian-Pacific American	APA	Non-Minority Women	NMW	Other: not of any other group listed	O
ETHNICITY	CODE																				
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Subcont. Asian American	SAA																				
Asian-Pacific American	APA																				
Non-Minority Women	NMW																				
Other: not of any other group listed	O																				
D. SECTION TO BE COMPLETED BY COLLIER COUNTY																					
DEPARTMENT NAME		COLLIER CONTRACT # (IFB/RFP or PO/REQ)		GRANT PROGRAM/CONTRACT																	
ACCEPTED BY:				DATE																	

COLLIER COUNTY
Acknowledgement of Terms, Conditions and Grant Clauses

Flow Down of Terms and Conditions from the Grant Agreement

Subcontracts: If the vendor subcontracts any of the work required under this Agreement, a copy of the signed subcontract must be available to the Department for review and approval. The vendor agrees to include in the subcontract that (1) the subcontractor is bound by the terms of this Agreement, (ii) the subcontractor is bound by all applicable state and federal laws and regulations, and (iii) the subcontractor shall hold the Department and Recipient harmless against all claims of whatever nature arising out of the subcontractor's performance of work under this Agreement, to the extent allowed and required by law. The recipient shall document in the quarterly report the subcontractor's progress in performing its work under this agreement. For each subcontract, the Recipient shall provide a written statement to the Department as to whether the subcontractor is a minority vendor as defined in Section 288.703, Fla. Stat.

Certification

On behalf of my firm, I acknowledge, and agree to perform all of the specifications and grant requirements identified in this solicitation document(s).

Vendor/Contractor Name _____ Date _____

Authorized Signature _____

Address _____

Solicitation/Contract # _____

COLLIER COUNTY
Acknowledgement of Religious Organization Requirements
24 CFR 570.200(j)

In accordance with the First Amendment of the United States Constitution "church/state principles," Community Development Block Grant CDBG/NSP assistance may not, as a general rule, be provided to primarily religious entities for any secular or religious activities.

Therefore, the following restrictions and limitations apply to any provider which represents that it is, or may be deemed to be, a religious or denominational institution or an organization operated for religious purposes which is supervised or controlled by or operates in connection with a religious or denominational institution or organization.

A religious entity that applies for and is awarded CDBG/NSP funds for public service activities must agree to the following:

1. It will not discriminate against any employee or applicant for employment on the basis of religion and will not limit employment or give preference to persons on the basis of religion.
2. It will not discriminate against any person applying for such public services on the basis of religion and will not limit such services or give preference to persons on the basis of religion.
3. It will provide no religious instruction or counseling, conduct no religious worship or services, engage in no religious proselytizing, and exert no other religious influence in the provision of such public services.
4. The portion of a facility used to provide public services assisted in whole or in part under this agreement shall contain no sectarian or religious symbols or decorations; and
5. The funds received under this agreement shall be use to construct, rehabilitate or restore any facility, which is owned by the provider and in which the public services are to be provided. However, minor repairs may be made if such repairs are directly related to the public services located in a structure used exclusively for non-religious purposes and constitute in dollar terms, only a minor portion of the CDBG/NSP expenditure for the public services.

I hereby acknowledge that I have read the specific requirements contained in this attachment and that eligibility of my organization's project depends upon compliance with the requirements contained in this agreement.

(Company)

(Signature)

(Date)

(Print Name)

COLLIER COUNTY
Certification of Payments to Influence Federal Transactions

HUD COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) PROGRAM

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

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

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

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

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

I hereby certify that all the information stated herein, as well as any information provided in the accompaniment herewith, is true and accurate. **Warning:** HUD will prosecute false claims and statements. Conviction may result in criminal and/or civil penalties. (18 U.S.C. 1001, 1010, 1012; 31 U.S.C. 3729, 3802)

Name of Authorized Official

Title

Signature

Date

COLLIER COUNTY

Affidavit for and Certification for Claiming Status as a Section 3 Business

A Section 3 "Right to Match" preference shall be afforded to enhance the opportunities and ensure that employment and other economic opportunities generated by certain HUD Housing and/or Community Development Assistance funding shall, to the greatest extent feasible, and consistent with existing Federal, State, and local law and regulations, be directed to low- and very-low income persons and to business concerns which provide economic opportunities to low- and very-low income persons of local businesses to receive awards of Collier County contracts.

A "Section 3 Business" is defined as a business that provides evidence of their Section 3 certification at the time the bid is offered to the County; evidence shall not be provided after the bid closing time.

When a qualified and responsive, non-Section 3 business submits the lowest price bid, and the bid submitted by one or more qualified and responsive Section 3 Business is within ten percent (10%) of the price submitted by the non-Section 3 business, then the Section 3 Business with the apparent lowest bid offer (i.e. the lowest Section 3 bidder) shall have the opportunity to submit, an offer to match the price(s) offered by the overall lowest, qualified and responsive bidder. In such instances, staff shall first verify if the lowest non-Section 3 bidder and the lowest Section 3 bidder are in fact qualified and responsive bidders. Next, the Purchasing Department shall determine if the lowest bidder meets the requirements of Section 287.087 F.S.

If the lowest Section 3 bidder meets the requirements of 287.087, F.S., the Purchasing Department shall invite the lowest Section 3 bidder to submit a matching offer to the Purchasing Department which shall be submitted within five (5) business days thereafter. If the lowest Section 3 bidder submits an offer that fully matches the lowest bid from the lowest non-Section 3 bidder tendered previously, then award shall be made to the Section 3 bidder. If the lowest Section 3 bidder declines or is unable to match the lowest non-Section 3 bid price(s), then award will be made to the lowest overall qualified and responsive bidder. If the lowest Section 3 bidder does not meet the requirement of Section 287.087 F.S. and the lowest non-Section 3 bidder does, award will be made to the bidder that meets the requirements of the reference state law.

Bidder must complete and submit with their bid response the *Affidavit and Certification for Claiming Status as a Section 3 Business* which is included as part of this solicitation and their current Section 3 certification.

Failure on the part of a Bidder to submit this Affidavit with their bid response will preclude said Bidder from being considered for Section 3 preference on this solicitation.

A Bidder who misrepresents the Section 3 Preference status of its firm in a bid submitted to the County will lose the privilege to claim Section 3 Preference status for a period of up to one (1) year.

If necessary, the contracting agency may conduct discussions with qualified and responsive bidders determined to be in contention for being selected for award for the purpose of clarification to assure full understanding of, and verify qualifications and responsiveness to solicitation requirements.

This project is subject to the provisions of Section 3 of the Housing and Urban Development Act of 1968 (12 U.S.C. 1701u). The purpose of Section 3 is to ensure that employment and other economic opportunities generated by certain HUD Housing and/or Community Development Assistance shall, to the greatest extent feasible, and consistent with existing Federal, State, and local law and regulations, be directed to low- and very-low income persons and to business concerns which provide economic opportunities to low- and very-low income persons.

COLLIER COUNTY
Affidavit for and Certification for Claiming Status as a Section 3 Business

A Section 3 business concerned is defined as follows:

1. That is 51 percent or more owned by Section 3 residents; or
2. Whose permanent, full-time employees include persons, at least 30 percent of whom are currently Section 3 residents, or within three years of the date of first employment with the business concern were Section 3 residents; or
3. That provides evidence of a commitment to subcontract in excess of 25 percent of the dollar award of all subcontracts to be awarded to business concerns that meet the qualifications set forth in section one or two above.

In conformance with Section 3 federal regulations (24 CFR Part 135), Collier County shall direct efforts to award Section 3 covered contracts, to the greatest extent feasible, to Section 3 business concerns in the order of priority listed below:

1. Category 1 businesses: Section 3 business concerns that provide economic opportunities for Section 3 residents in the service area or neighborhood in which the Section 3 covered project is located;
2. Category 2 businesses: Applicants (as this term is defined in 42 U.S.C. 12899) selected to carry out HUD HOUSING AND/OR COMMUNITY DEVELOPMENT ASSISTANCE Youthbuild programs;
3. Category 3 businesses: Other Section 3 business concerns.

A business concern seeking to qualify for a Section 3 contracting preference shall certify that the business concern is a Section 3 business concern as described above.

Vendor Name _____ Date _____

Address _____

Signature _____ Title _____

STATE OF FLORIDA

☐ COLLIER COUNTY ☐ LEE COUNTY

Sworn to and Subscribed Before Me, a Notary Public, for the above State and County, on this

_____ Day of _____, 20_____.

_____ My Commission Expires _____

Notary Public

(AFFIX SEAL)

Construction Contractors Bid Opportunity List

- | | | | | | |
|----|------------------------|-------|----|--------------------------|-----------------|
| 1. | Federal Tax ID Number: | _____ | 6. | <input type="checkbox"/> | DBE |
| 2. | Firm Name: | _____ | | <input type="checkbox"/> | MBE/WBE |
| 3. | Phone: | _____ | | <input type="checkbox"/> | Non-DBE/MBE/WBE |
| 4. | Address: | _____ | | <input type="checkbox"/> | Section 3 |
| | | _____ | 7. | <input type="checkbox"/> | Subcontractor |
| | | _____ | | <input type="checkbox"/> | Subconsultant |

- | | | | | | |
|----|------------------------|-------|----|--------------------------|-----------------|
| 1. | Federal Tax ID Number: | _____ | 6. | <input type="checkbox"/> | DBE |
| 2. | Firm Name: | _____ | | <input type="checkbox"/> | MBE/WBE |
| 3. | Phone: | _____ | | <input type="checkbox"/> | Non-DBE/MBE/WBE |
| 4. | Address: | _____ | | <input type="checkbox"/> | Section 3 |
| | | _____ | 7. | <input type="checkbox"/> | Subcontractor |
| | | _____ | | <input type="checkbox"/> | Subconsultant |

- | | | | | | |
|----|------------------------|-------|----|--------------------------|-----------------|
| 1. | Federal Tax ID Number: | _____ | 6. | <input type="checkbox"/> | DBE |
| 2. | Firm Name: | _____ | | <input type="checkbox"/> | MBE/WBE |
| 3. | Phone: | _____ | | <input type="checkbox"/> | Non-DBE/MBE/WBE |
| 4. | Address: | _____ | | <input type="checkbox"/> | Section 3 |
| | | _____ | 7. | <input type="checkbox"/> | Subcontractor |
| | | _____ | | <input type="checkbox"/> | Subconsultant |

- | | | | | | |
|----|------------------------|-------|----|--------------------------|-----------------|
| 1. | Federal Tax ID Number: | _____ | 6. | <input type="checkbox"/> | DBE |
| 2. | Firm Name: | _____ | | <input type="checkbox"/> | MBE/WBE |
| 3. | Phone: | _____ | | <input type="checkbox"/> | Non-DBE/MBE/WBE |
| 4. | Address: | _____ | | <input type="checkbox"/> | Section 3 |
| | | _____ | 7. | <input type="checkbox"/> | Subcontractor |
| | | _____ | | <input type="checkbox"/> | Subconsultant |

- | | | | | | |
|----|------------------------|-------|----|--------------------------|-----------------|
| 1. | Federal Tax ID Number: | _____ | 6. | <input type="checkbox"/> | DBE |
| 2. | Firm Name: | _____ | | <input type="checkbox"/> | MBE/WBE |
| 3. | Phone: | _____ | | <input type="checkbox"/> | Non-DBE/MBE/WBE |
| 4. | Address: | _____ | | <input type="checkbox"/> | Section 3 |
| | | _____ | 7. | <input type="checkbox"/> | Subcontractor |
| | | _____ | | <input type="checkbox"/> | Subconsultant |

EXHIBIT 2

SUMMARY OF WORK

Section 3 Summary Report

Economic Opportunities for
Low – and Very Low-Income Persons

U.S. Department of Housing
and Urban Development
Office of Fair Housing
And Equal Opportunity

OMB Approval No: 2529-0043
(exp. 11/30/2010)

HUD Field Office:

Section back of page for Public Reporting Burden statement

1. Recipient Name & Address: (street, city, state, zip)	2. Federal Identification: (grant no.)	3. Total Amount of Award:
	4. Contact Person	5. Phone: (Include area code)
	6. Length of Grant:	7. Reporting Period:
8. Date Report Submitted:	9. Program Code: (Use separate sheet for each program code)	10. Program Name:

Part I: Employment and Training (** Columns B, C and F are mandatory fields. Include New Hires in E &F)

A Job Category	B Number of New Hires	C Number of New Hires that are Sec. 3 Residents	D % of Aggregate Number of Staff Hours of New Hires that are Sec. 3 Residents	E % of Total Staff Hours for Section 3 Employees and Trainees	F Number of Section 3 Trainees
Professionals					
Technicians					
Office/Clerical					
Construction by Trade (List Trade					
Trade					
Trade					
Trade					
Trade					
Other (List)					
Total					

* Program Codes
1 = Flexible Subsidy
2 = Section 202/811

3 = Public/Indian Housing
A = Development,
B = Operation
C = Modernization

4 = Homeless Assistance
5 = HOME
6 = HOME State Administered
7 = CDBG Entitlement

8 = CDBG State Administered
9 = Other CD Programs
10 = Other Housing Programs

Part II: Contracts Awarded

1. Construction Contracts:

A. Total dollar amount of all contracts awarded on the project	\$
B. Total dollar amount of contracts awarded to Section 3 businesses	\$
C. Percentage of the total dollar amount that was awarded to Section 3 businesses	%
D. Total number of Section 3 businesses receiving contracts	

2. Non-Construction Contracts:

A. Total dollar amount all non-construction contracts awarded on the project/activity	\$
B. Total dollar amount of non-construction contracts awarded to Section 3 businesses	\$
C. Percentage of the total dollar amount that was awarded to Section 3 businesses	%
D. Total number of Section 3 businesses receiving non-construction contracts	

Part III: Summary

Indicate the efforts made to direct the employment and other economic opportunities generated by HUD financial assistance for housing and community development programs, to the greatest extent feasible, toward low-and very low-income persons, particularly those who are recipients of government assistance for housing. (Check all that apply.)

- ☐ Attempted to recruit low-income residents through: local advertising media, signs prominently displayed at the project site, contracts with the community organizations and public or private agencies operating within the metropolitan area (or nonmetropolitan county) in which the Section 3 covered program or project is located, or similar methods.
- ☐ Participated in a HUD program or other program which promotes the training or employment of Section 3 residents.
- ☐ Participated in a HUD program or other program which promotes the award of contracts to business concerns which meet the definition of Section 3 business concerns.
- ☐ Coordinated with Youthbuild Programs administered in the metropolitan area in which the Section 3 covered project is located.
- ☐ Other; describe below.

Public reporting for this collection of information is estimated to average 2 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. This agency may not collect this information, and you are not required to complete this form, unless it displays a currently valid OMB number.

Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u, mandates that the Department ensures that employment and other economic opportunities generated by its housing and community development assistance programs are directed toward low- and very-low income persons, particularly those who are recipients of government assistance housing. The regulations are found at 24 CFR Part 135. The information will be used by the Department to monitor program recipients' compliance with Section 3, to assess the results of the Department's efforts to meet the statutory objectives of Section 3, to prepare reports to Congress, and by recipients as self-monitoring tool. The data is entered into a database and will be analyzed and distributed. The collection of information involves recipients receiving Federal financial assistance for housing and community development programs covered by Section 3. The information will be collected annually to assist HUD in meeting its reporting requirements under Section 808(e)(6) of the Fair Housing Act and Section 916 of the HCDA of 1992. An assurance of confidentiality is not applicable to this form. The Privacy Act of 1974 and OMB Circular A-108 are not applicable. The reporting requirements do not contain sensitive questions. Data is cumulative; personal identifying information is not included.

Form HUD-60002, **Section 3 Summary Report, Economic Opportunities for Low- and Very Low-Income Persons.**

Instructions: This form is to be used to report annual accomplishments regarding employment and other economic opportunities provided to low- and very low-income persons under Section 3 of the Housing and Urban Development Act of 1968. The Section 3 regulations apply to any **public and Indian housing programs** that receive: (1) development assistance pursuant to Section 5 of the U.S. Housing Act of 1937; (2) operating assistance pursuant to Section 9 of the U.S. Housing Act of 1937; or (3) modernization grants pursuant to Section 14 of the U.S. Housing Act of 1937 and to **recipients of housing and community development assistance in excess of \$200,000** expended for: (1) housing rehabilitation (including reduction and abatement of lead-based paint hazards); (2) housing construction; or (3) other public construction projects; and to **contracts and subcontracts in excess of \$100,000** awarded in connection with the Section-3-covered activity.

Form HUD-60002 has three parts, which are to be completed for all programs covered by Section 3. Part I relates to **employment and training**. The recipient has the option to determine numerical employment/training goals either on the basis of the number of hours worked by new hires (columns B, D, E and F). Part II of the form relates to **contracting**, and Part III summarizes recipients' **efforts** to comply with Section 3.

Recipients or contractors subject to Section 3 requirements must maintain appropriate documentation to establish that HUD financial assistance for housing and community development programs were directed toward low- and very low-income persons.* A recipient of Section 3 covered assistance shall submit one copy of this report to HUD Headquarters, Office of Fair Housing and Equal Opportunity. Where the program providing assistance requires an annual performance report, this Section 3 report is to be submitted at the same time the program performance report is submitted. Where an annual performance report is not required, this Section 3 report is to be submitted by January 10 and, if the project ends before December 31, within 10 days of project completion. **Only Prime Recipients are required to report to HUD. The report must include accomplishments of all recipients and their Section 3 covered contractors and subcontractors.**

HUD Field Office: Enter the Field Office name .

1. Recipient: Enter the name and address of the recipient submitting this report.
2. Federal Identification: Enter the number that appears on the award form (with dashes). The award may be a grant, cooperative agreement or contract.
3. Dollar Amount of Award: Enter the dollar amount, rounded to the nearest dollar, received by the recipient.
- 4 & 5. Contact Person/Phone: Enter the name and telephone number of the person with knowledge of the award and the recipient's implementation of Section 3.
6. Reporting Period: Indicate the time period (months and year) this report covers.
7. Date Report Submitted: Enter the appropriate date.

8. Program Code: Enter the appropriate program code as listed at the bottom of the page.
9. Program Name: Enter the name of HUD Program corresponding with the "Program Code" in number 8.

Part I: Employment and Training Opportunities

Column A: Contains various job categories. Professionals are defined as people who have special knowledge of an occupation (i.e. supervisors, architects, surveyors, planners, and computer programmers). For construction positions, list each trade and provide data in columns B through F for each trade where persons were employed. The category of "Other" includes occupations such as service workers.

Column B: (Mandatory Field) Enter the number of new hires for each category of workers identified in **Column A** in connection with this award. New hire refers to a person who is not on the contractor's or recipient's payroll for employment at the time of selection for the Section 3 covered award or at the time of receipt of Section 3 covered assistance.

Column C: (Mandatory Field) Enter the number of Section 3 new hires for each category of workers identified in **Column A** in connection with this award. Section 3 new hire refers to a Section 3 resident who is not on the contractor's or recipient's payroll for employment at the time of selection for the Section 3 covered award or at the time of receipt of Section 3 covered assistance.

Column D: Enter the percentage of all the staff hours of new hires (Section 3 residents) in connection with this award.

Column E: Enter the percentage of the total staff hours worked for Section 3 employees and trainees (including new hires) connected with this award. Include staff hours for part-time and full-time positions.

Column F: (Mandatory Field) Enter the number of Section 3 residents that were trained in connection with this award.

Part II: Contract Opportunities

Block 1: Construction Contracts

Item A: Enter the total dollar amount of all contracts awarded on the project/program.

Item B: Enter the total dollar amount of contracts connected with this project/program that were awarded to Section 3 businesses.

Item C: Enter the percentage of the total dollar amount of contracts connected with this project/program awarded to Section 3 businesses.

Item D: Enter the number of Section 3 businesses receiving awards.

Block 2: Non-Construction Contracts

Item A: Enter the total dollar amount of all contracts awarded on the project/program.

Item B: Enter the total dollar amount of contracts connected with this project awarded to Section 3 businesses.

Item C: Enter the percentage of the total dollar amount of contracts connected with this project/program awarded to Section 3 businesses.

Item D: Enter the number of Section 3 businesses receiving awards.

Part III: Summary of Efforts – Self -explanatory

Submit one (1) copy of this report to the HUD Headquarters Office of Fair Housing and Equal Opportunity, at the same time the performance report is submitted to the program office. The Section 3 report is submitted by January 10. Include only contracts executed during the period specified in item 8. PHAs/IHAs are to report all contracts/subcontracts.

* The terms "low-income persons" and very low-income persons" have the same meanings given the terms in section 3 (b) (2) of the United States Housing Act of 1937. **Low-income persons** mean families (including single persons) whose incomes do not exceed 80 percent of the median income for the area, as determined by the Secretary, with adjustments for smaller and larger families, except that

The Secretary may establish income ceilings higher or lower than 80 percent of the median for the area on the basis of the Secretary's findings such that variations are necessary because of prevailing levels of construction costs or unusually high- or low-income families. **Very low-income persons** mean low-income families (including single persons) whose incomes do not exceed 50 percent of the median family income area, as determined by the Secretary with adjustments or smaller and larger families, except that the Secretary may establish income ceilings higher or lower than 50 percent of the median for the area on the basis of the Secretary's findings that such variations are necessary because of unusually high or low family incomes.

PREPARED BY:

STAFFORD ENGINEERING, INC.
3525 Bonita Beach Road, Suite 110
Bonita Springs, Florida 34134

(239) 948-5841

SUMMARY OF WORK - SECTION S01010

1.01 WORK UNDER THE CONTRACT

- A. The Work shall describe in this Specification Section and in the Contract Documents There are several buildings where work is to be completed as described in the Contract Drawings.

<u>SECTION A</u> • 12 Units		Section B 13 Units	
1 Bedroom {4-plex)	36- 401 sq ft		N/A
2 Bedroom (duplex)	12- 600 sq ft	6-	672 sq ft
3 Bedroom	792 sq ft	-	864 sq ft
4 Bedroom	6- 968 sq ft	-	1056 sq ft

- B. The specific addresses of the buildings where the work is to be completed as described in the Contract Drawings, shall be designated at the time the Contract is award by the Collier County Housing Authority

1.02 COMMENCEMENT OF WORK

The Contractor must commence the Work enabled by the issuance of a permit within ten continuous calendar days of the issuance of the permit. If the Work does not commence within the ten (10) continuous calendar day milestone, future allowances, if any, for delays agreed to by the Authority will be reduced by a number of days equal to the number of days between the ten continuous calendar day milestone date and the actual start date.

1.03 ITEMS NOT INCLUDED

The following items shown on the Drawings are not included in the Work

- A. Items indicated "By Others"
- B. Items indicated N.I.C (Not in Contract)
- C. Existing construction not indicated or specified to be removed replaced or altered

1.04 CUTTING, PATCHING AND REMOVALS

- A. Contractor shall do all cutting and patching, painting, and finishing of existing work which is disturbed while performing the Work. All work shall be restored to provide a new appearance and to be structurally sound.
- B. The work shall be done by competent workmen skilled in the trade required by the restoration
- C. Examination:
- Prior to cutting, drilling, or removal investigate both sides of the surface involved. Determine the exact location of structural members
 - If unforeseen obstructions are encountered take precautions necessary to prevent damage and obtain instructions from the Authority before proceeding with the Work.
- D. Preparation:
- Provide temporary shoring and other supports necessary to prevent settlement or other damage to existing construction which is to remain.
 - Prepare existing surfaces properly to receive, and where required, to bond with the Work.
- E. Removals, Cutting, Altering:
- Cut and alter existing materials as required to perform the Work. Limit the cutting to the smallest amount necessary, Core drill around holes and saw-cut other openings where possible
 - Perform cutting, drilling and removal in a manner that will prevent damage to construction that is to remain.
- F. Patching:
- Patch existing construction and finishes defaced, damaged, or left incomplete due to alterations or removals. Patching, except as otherwise indicated shall be limited to the areas which have been cut or altered; match materials, finishes, underlying construction, and quality of area patched.

1.05 PROJECT WORKING HOURS

- A. The Contractor shall establish the work hours for the project within the parameters set forth by CCHA. Provide the Authority with a schedule of the intended hours for it to set its personnel schedule

- B. No overtime work shall be performed without prior written approval by the "CCHA".

1.06 PROGRESS PHOTOGRAPHS

A. The Contractor shall take and submit to the Authority, digital color photographs of the Site and the Work being performed under this Contract. The digital photographs shall be taken prior to start of Work and thereafter monthly, and at the completion of the Work. The number and locations from which the digital photographs are taken shall be subject to the direction and approval of the Authority and shall be sufficient to record the conditions existing prior to the commencement of Work and thereafter as directed by the Authority to sufficiently document and record the overall progress of the construction.

B. All digital color photographs shall be in the JPEG color format and shall be concisely labeled with date, time project number and subject. The digital photographs shall be stored on Compact Disks (CDs) each labeled with the project and date taken. The digital photographs shall be, at a minimum, 30 mega-pixel, high resolution, and best quality-

C. In addition to submitting CDs, an 8 1/2"x11" color printout each digital photograph taken shall be included. Each printout shall be on photo quality paper.

D. The disk(s) and the sheathed printouts shall be delivered to the Authority's representative monthly and at the latest, must accompany the monthly requisition for the period photographed

E. The cost for taking, processing, and delivering the disk(s) and sheathed printouts shall be included in the Contractors Bid Amount.

PROJECT MEETINGS SECTION G01200

1.01 SUMMARY

Project meetings shall be convened either regularly or as needed to accomplish the following.

1. Coordinate and plan the start of the Work
2. Resolve problems and issues with the design, construction, or administration of the Project.
3. Review the progress of the Work, the quality of the Work, and payments for the Work.

4. Review and negotiate change orders.
5. Review project closeout progress and procedures

1.02 PRE-CONSTRUCTION MEETING

A. Prior to the start of Work, the Authority will convene a Pre-Construction Meeting to be attended by representatives of the "CCHA". the Contractor and the Engineer of Record. Project items including, but not limited to, the following shall be established and/or discussed:

- Key personnel from all parties involved with the Project
- Lines of communication and points of contact.
- Mobilization and safety procedures.
- Permit applications and use of the premises.
- Progress meeting intervals.
- Contractor's quality control system and forms to be used on the project
- Submittal processes.
- Procedures for processing and responding to Contractor's inquiries (e.g. Request(s) For Information" ["RFI's'1)
- Change Order process
- Request for payment procedures

B. CCHA will prepare and provide minutes of these meetings to all attending parties.

1.03 PROGRESS MEETINGS-SECTION G01200

A. At intervals established during the Pre-Construction Meeting, CCHA will convene job site Progress Meetings to be attended by all key project personnel presided by CCHA's representative The frequency of such Progress Meetings may be modified if CCHA's representative determines that the Work progress or jobsite conditions warrant additional meetings. CCHA's representative will determine the agenda for the meeting. All topics relating to the performance of the Work shall be discussed.

B. CCHA will prepare and provide minutes of these meetings to all attending parties

1.04 CHANGE ORDER MEETINGS

The CCHA representative may convene Change Order Meetings at Its offices to resolve change order issues and disputes not otherwise concluded. The Contractor shall assure that all parties necessary to negotiate on its behalf are in attendance.

1.05 PROJECT WORKING HOURS

The CCHA representative may convene Project Closeout Meetings to discuss deficiency lists, punch lists, closeout documentation, substantial or final payment request procedures and other topics related to the Final Completion of the Work.

RECORD DOCUMENTS • SECTION G01720

1.01 CONTRACTOR PROJECT RECORD DOCUMENTS

- A. The purpose of the Contractor Project Record Documents is to record the actual location of the Work in place, including, but not limited to, underground lines, concealed piping within buildings, clean-out locations, concealed valves and control equipment, connections, switches, and cut-outs, and to record changes in the work.
- B. In addition to the sets of Contract Documents that are required by Contractor on the Site to perform the Work, the Contractor shall maintain at the Site one copy of all Drawings, Specifications, and Addenda, that are part of the Contract as awarded, and also Change Orders, Modifications, approved Shop Drawings, field directives, and other approved changes. These are collectively referred to as "Project Record Documents." Each of these documents shall be clearly marked "Project Record Copy" as indicated below, maintained in a clean and neat condition available at all times for inspection by CCHA and shall not be used for any other purpose during the progress of the Work.
- C. Contractor Project Record Documents Requirements
1. The Contractor shall mark-up the "Project Record Documents" to show.
 - Approved changes in the Work, either by Change Order or field directive.
 - Details not shown in the original Contract Documents.
 - All relocations of Work.
 - Actual location of all electrical devices.
 - Revisions in electrical circuitry
- D. The Contractor shall keep the "Project Record Documents" up to date from day to day as the Work progresses, appropriate documents shall be updated promptly and accurately; no Work shall be permanently concealed until all required information has been recorded
- E. Each month, copies of these Project Record Documents will be examined by a CCHA Field Representative prior to recommending the approval of the partial payment request to ascertain that the record prints reflect the changes to date.

102. FINAL RECORD DOCUMENTS

- A. Final Record Shop Drawings: If installed equipment is at variance with the respective approved Shop Drawings, the Contractor shall furnish to the CCHA's Field Representative revised Shop Drawings indicating the actual completed Installation one month prior to Substantial Completion.
- B. Final Record Drawings (referred to in the industry as "As-builts"):
- The Contractor shall submit a set of Final Record Drawings, incorporating all changes appearing on the Contractor "Project Record Documents" onto the original set of bid documents, The changes to the Contract Documents shall be clearly indicated The documents may be made by hand.
 - The Contractor shall submit two (2) sets of prints of these "Final Record Drawings" to the CCHA Field Representative for acceptance as many times as is required until the Drawings are accepted as reflecting the "as-built" installation.
 - The originals of the Contractor "Project Record Documents" shall be submitted by the Contractor to CCHA when all the Work is completed and shall be approved by CCHA before the Contractor requests final payment. Refer to Section GOI 700. "Project Closeout," for other requirements associated with final acceptance of the work.
 - All of the above listed requirements of this Article shall be at the Contractors expense.

SUBMITTALS - SECTION S01300

1.01 SUMMARY

Contractor shall provide all Submittals required by the Contract. The Contractor shall adhere to all submittal and scheduling. After examination of the Submittal by the Authority's Representative and the return of such items by CCHA to Contractor, the Contractor shall make corrections indicated and shall furnish to CCHA the required number of corrected items.

1.02 DEFINITIONS

- Products, materials, system, and equipment are collectively called "products" for the purposes of the Contract Documents
- Unacceptable and Incomplete Submittals.

Submittals that do not contain the required information specified herein, such as specification section and location of work. etc; or do not specifically indicate the actual

item proposed; drawings that are only duplications of the Contract Drawings and those shop drawings not prepared by specialty firms for items requiring such expertise will be considered unacceptable or incomplete submissions.

1.03 CONTRACTOR RESPONSIBILITY GENERAL

- A. The review of Submittal(s) by CCHA, which will typically be by the appropriate Design Professional of Record for the item submitted except those to be reviewed by CCHA Departments shall not relieve the Contractor of responsibility for (1) the accuracy and proper dimensioning (2) for the proper fitting and construction of the Work', and (3) the furnishing of materials or Work required by the Contract but not indicated on the Shop Drawings. Acceptance of Submittal(s) shall not be construed as approving departures from the Contract Drawings, Supplementary Drawings (Drawings initialed by change orders or Notice of Direction (NOD)) or Specifications, *The Contractor is responsible for clearly indicating (clouding, flagging, etc.) any portions of the submittal that vary in any way from the Contract Documents.*
- B. It shall be the Contractor's responsibility to carefully review all Submittals to ensure conformance with the Contract requirements including verification of dimensions, clearances, compatibility and coordination with other product data and shop drawings submitted for other work.
- C. Submittal(s) shall be marked to show the Contract name and number, the Contractor, and applicable subcontractor, manufacturer, or supplier. Submittals shall completely identify the specification section, Contract Drawings, and the locations at which materials or equipment are to be installed
- D. Where printed describe more than one product or model, clearly identify which item is submitted for acceptance
- E. If CCHA finds a Submittal unchecked and incomplete or unacceptable, it will be returned to the Contractor for correction prior to any further processing or review by the Authority regardless of any urgency claimed by the Contractor. In such a situation, the Contractor will be responsible for any resulting delays to the scheduled Contract completion Furthermore, the Authority may hold the Contractor responsible for increased costs incurred by the Authority resulting from the Contractor's failure to comply with the requirements set forth herein.

No portion of the Work shall commence until req Submittals are "CCHA" Approved

1.04 "CCHA" RESPONSIBILITY. GENERAL

- A. The review of Submittals by the CCHA will be for general conformance with the requirements of the Contract Documents only and shall not be interpreted as confirming or approving detailed dimensions. quantities or approval of deviations from the Contract Documents. The CCHAs review shall not relieve the Contractor of its responsibility for the accuracy of its submittal(s) nor for the furnishing and installation of materials and equipment in accordance with the CCHA Contract Documents. The CCHA's review of a separate item shall

not be deemed to include a review of the complete assembly in which it functions.

- *Acceptance* of Submittal(s) shall not be interpreted as approval of a substitute material or system indicated thereon.
- *Acceptance* of a Submittal, with or without notation, does not acknowledge a change to the contract.

B. "CCHA" will review all satisfactorily prepared Submittal(s) and will return each Submittal to the Contractor with a stamped comment indicating the "CCHA" response to the submission. The stamp will indicate one of the following responses:

- "No Exceptions Taken" - The Work covered by the submittal may proceed to fabrication/ installation provided it complies with requirements of the Contract Documents. This review action does not authorize changes to Contract Sum or Contract time. ("Approved" or "Accepted" are alternate comments with the same meaning.)
- "Make Correction Noted" - The Work covered by the submittal may proceed provided it complies with notations or corrections on the submittal and requirements of the Contract. The response indicates that portions of the submittal have been questioned and found to be in deviation/conflict with the requirements of the Contract Documents, notes have been added for clarity and/or the submittal requires field verification.

Resubmission is required only if the Contractor is unable to comply with noted corrections. Resubmit must clearly indicate items varying from the noted corrections and other changes made from the previous submission. ("Approved as Noted - No Resubmission Required" is an alternate comment with the same meaning.)

- "Rejected: Revise and Resubmit" - The response indicates that the submittal is deficient. Additional information is required to complete the review. Work covered by the submittal may not proceed - purchasing, delivery, fabrication, or installation MAY NOT be undertaken. The Contractor is to revise or prepare a new submittal according to the comments. ("Revise and Resubmit" is an alternate comment with the same meaning.)
- "Rejected: Not acceptable for review" - The response indicates that the item does not meet the requirements of the Contract, or the submittal is incomplete and has not been reviewed. Do not proceed with the Work covered by the submittal - purchasing, delivery, fabrication or installation MAY NOT be undertaken. Prepare a new submittal complying with the Contract requirements; resubmit immediately. ("Not Approved" is an alternate comment with the same meaning.)

C. Do not permit Submittals marked Rejected (or the similar terms listed above) to be used at the Project site, or elsewhere where Work is in progress.

1.05 SUBMITTAL-SUBMISSION PREPARATION

- A. Submittal(s) shall be accompanied by a transmittal to the Authority requesting acceptance. Transmittals shall contain submittal items from only one Specification Section.
- B. Each Submittal and transmittal shall be identified with the following information Project title.
- Project Title
 - Contract name and Contract number.
 - Date of the submittal, including dates of any revisions
 - Name of Contractor, name of Subcontractor, material supplier and manufacturer. as applicable.
 - Name of person or firm preparing Submittal.
 - Contract Drawing numbers and Specifications, Section Division and Paragraph numbers used as references in preparing Submittal, and titles of items to which the Submittal refer.
- C. In addition to marking the transmittal, each submittal shall be stamped with one of the following;
- This submittal contains no Product Substitutions"
 - This submittal contains Product Substitutions'
- D. Submit required data for each item as specified in the technical sections. However, if a product specified in the technical section by specific product.
- E. Name or model number is proposed for use, Manufacturer's test reports (except those required in the fleet to verify performance), manufacturer's qualifications, and samples (except for those requiring selection or acceptance of color, texture. appearance, or other variable characteristic, field mock-ups, and those showing thickness. fabrication shape, and type of material), are not required to be submitted
- F. Acceptance of a "product does not constitute acceptance for installation at locations other than that provided in the Contract Documents.

106. RESUBMISSION

The resubmission procedure shall be the same as for the initial submission in all respects except the following;

- A. The transmittal shall contain the same information as the first transmittal except that transmittal numbers shall run consecutively, and the submission number shall indicate 2nd. 3rd. etc, submission. The drawing number/description shall be identical to the initial submission and the date shall be the revised date for that submission.

B. No new material other than may be incidental to the required correction, shall be included on the same transmittal for a resubmission.

C. The CCHA's review of resubmitted items shall generally be restricted to revisions to the original Submittal, unless the Contractor makes other revisions in addition to those indicated All changes (revisions) to resubmitted items or the additional changes by the contractor must be clearly encircled, highlighted, or otherwise designated.

D. Submittal(s) by the Contractor that by virtue of the review action assigned to it require an unreasonable number of reviews by the CCHA (over 3 total - 1 initial, 2 resubmissions) may warrant a cost back-charge to be assessed against the Contractor. The Contractor shall be held liable for all delay and increased labor costs incurred by the CCHA for additional review(s) of such Submittal(s) including all legitimate overhead expenses and mark-ups associated with the additional review(s). If a submittal requires a third submission the CCHA may require a meeting to resolve the deficiencies in the submittal.

E. Under no circumstances will the CCHA rejection of a Submittal or requirement for resubmission of a Submittal be cause for any claim by the Contractor for an extension of Contract Time or adjustment to the Contract price.

107. PRODUCT DATA

A. See the individual technical Sections of these Specifications for those items of work requiring the submission of Product Data Compile Product Data into a single submittal. Product Data includes, among other information, printed information such as manufacturer's installation instructions, catalog cuts, standard color charts, roughing-in diagrams and templates, standard wiring diagrams and performance curves.

B. The Contractor shall submit six (6) copies of all Product Data.

- Mark each copy to show applicable choices and options. Where printed Product Data includes information on several products, some of which are not pertinent, mark copies to indicate the applicable information. Include the following information:

- Manufacturer's printed recommendations.
- Compliance with recognized trade association standards.
- Compliance with recognized testing agency standards.
- Application of testing agency labels and seals.
- Notation of dimensions verified by field measurement.
- Notation of coordination requirements.

1.08 RECORD DOCUMENTS

See the individual technical Sections of these Specifications and Section GO1720 for requirements concerning Record Documents.

1.09 WARRANTIES & GUARANTEES

See the individual technical Sections of these Specifications and Section GO1740 for those items of work requiring the submission of Warranties and/or Guarantees.

GUARANTEES* WARRANTIES. SECTION G01740

1.01 SUMMARY

The Contractor shall provide the Contractor's Guarantee for the Work; specific guarantees and warranties for products and installation as identified in the individual technical Sections of Division 16 of the Specifications.

1.02 GUARANTEE AND WARRANTY REQUIREMENTS

A. When correcting guaranteed or warranted Work that has failed or is defective, the Contractor shall remove and replace other work that has been damaged as a result of such failure or defect or that must be removed and replaced to provide access to correction of warranted Work.

B. Upon determination that Work covered by a guarantee or warranty has failed or is defective, the Contractor shall replace or rebuild the Work to an acceptable condition complying with requirements of Contract Documents. The entity responsible for the warranty/guarantee of the failed or defective item of Work is responsible for the cost of warranty/guarantee work regardless of whether the CCHA has benefitted from use of the Work through a portion of its anticipated useful service life.

C. The CCHA reserves the right to withhold acceptance of Work for the Project where a technical section specific guarantee, warranty, certification, or similar commitment is required on such work or part of the Work, until evidence is presented that entities required to countersign such commitments are willing to do so.

1.03 CONTRACTOR'S GUARANTEE

A. The Contractor shall furnish a comprehensive written guarantee in the following form.

"GUARANTEE"

PROJECT: ITB2023-01

CONTRACT No. _____

The Contractor hereby guarantees that the Work specified for the aforesaid Contract will be free from defects of material and workmanship for a period as specified in the General Conditions.

The Contractor also guarantees that it will repair or replace whichever may be deemed necessary by the CCHA, all defective material or workmanship in the Work that may appear within the guarantee period to the satisfaction of the CCHA and without any cost or expense to the CCHA

Contractor: _____

By: _____

Sworn to me before this _____ day of _____

Notary Public

- Scheduling of corrective Work will be determined by the CCHA
- Work required to correct failed or defective material or workmanship during the guarantee periods shall be done by the Contractor without cost to the CCHA
- Should the Contractor fail to remedy defects immediately, the CCHA may furnish such materials and labor as are necessary to correct such failure or defect in the Work at the Contractor's expense.

DISCLAIMER LIMITATIONS

Manufacturers' disclaimers and limitations on product warranties do not relieve the Contractor of the Contractor's Guarantee of the Work that incorporates the products. nor does it relieve suppliers, manufacturers, and subcontractors.

Economic Opportunities for Low – and Very Low-Income Persons

U.S. Department of Housing
and Urban Development
Office of Fair Housing
And Equal Opportunity

OMB Approval No: 2529-0043
(exp. 11/30/2010)

HUD Field Office:

Section back of page for Public Reporting Burden statement

1. Recipient Name & Address: (street, city, state, zip)	2. Federal Identification: (grant no.)	3. Total Amount of Award:
	4. Contact Person	5. Phone: (Include area code)
	6. Length of Grant:	7. Reporting Period:
8. Date Report Submitted:	9. Program Code: (Use separate sheet for each program code)	10. Program Name:

A Job Category	B Number of New Hires	C Number of New Hires that are Sec. 3 Residents	D % of Aggregate Number of Staff Hours of New Hires that are Sec. 3 Residents	E % of Total Staff Hours for Section 3 Employees and Trainees	F Number of Section 3 Trainees
Professionals					
Technicians					
Office/Clerical					
Construction by Trade (List Trade)					
Trade					
Trade					
Trade					
Trade					
Other (List)					
Total					

8 = CDBG State Administered
9 = Other CD Programs
10 = Other Housing Programs

Part II: Contracts Awarded

1. Construction Contracts:

A. Total dollar amount of all contracts awarded on the project	\$
B. Total dollar amount of contracts awarded to Section 3 businesses	\$
C. Percentage of the total dollar amount that was awarded to Section 3 businesses	%
D. Total number of Section 3 businesses receiving contracts	

2. Non-Construction Contracts:

A. Total dollar amount all non-construction contracts awarded on the project/activity	\$
B. Total dollar amount of non-construction contracts awarded to Section 3 businesses	\$
C. Percentage of the total dollar amount that was awarded to Section 3 businesses	%
D. Total number of Section 3 businesses receiving non-construction contracts	

Part III: Summary

Indicate the efforts made to direct the employment and other economic opportunities generated by HUD financial assistance for housing and community development programs, to the greatest extent feasible, toward low- and very low-income persons, particularly those who are recipients of government assistance for housing. (Check all that apply.)

- ☐ Attempted to recruit low-income residents through: local advertising media, signs prominently displayed at the project site, contracts with the community organizations and public or private agencies operating within the metropolitan area (or nonmetropolitan county) in which the Section 3 covered program or project is located, or similar methods.
- ☐ Participated in a HUD program or other program which promotes the training or employment of Section 3 residents.
- ☐ Participated in a HUD program or other program which promotes the award of contracts to business concerns which meet the definition of Section 3 business concerns.
- ☐ Coordinated with Youthbuild Programs administered in the metropolitan area in which the Section 3 covered project is located.
- ☐ Other; describe below.

Public reporting for this collection of information is estimated to average 2 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. This agency may not collect this information, and you are not required to complete this form, unless it displays a currently valid OMB number.

Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u, mandates that the Department ensures that employment and other economic opportunities generated by its housing and community development assistance programs are directed toward low- and very-low income persons, particularly those who are recipients of government assistance housing. The regulations are found at 24 CFR Part 135. The information will be used by the Department to monitor program recipients' compliance with Section 3, to assess the results of the Department's efforts to meet the statutory objectives of Section 3, to prepare reports to Congress, and by recipients as self-monitoring tool. The data is entered into a database and will be analyzed and distributed. The collection of information involves recipients receiving Federal financial assistance for housing and community development programs covered by Section 3. The information will be collected annually to assist HUD in meeting its reporting requirements under Section 808(e)(6) of the Fair Housing Act and Section 916 of the HCDA of 1992. An assurance of confidentiality is not applicable to this form. The Privacy Act of 1974 and OMB Circular A-108 are not applicable. The reporting requirements do not contain sensitive questions. Data is cumulative; personal identifying information is not included.

Form HUD-60002, **Section 3 Summary Report, Economic Opportunities for Low- and Very Low-Income Persons.**

Instructions: This form is to be used to report annual accomplishments regarding employment and other economic opportunities provided to low- and very low-income persons under Section 3 of the Housing and Urban Development Act of 1968. The Section 3 regulations apply to any **public and Indian housing programs** that receive: (1) development assistance pursuant to Section 5 of the U.S. Housing Act of 1937; (2) operating assistance pursuant to Section 9 of the U.S. Housing Act of 1937; or (3) modernization grants pursuant to Section 14 of the U.S. Housing Act of 1937 and to **recipients of housing and community development assistance in excess of \$200,000** expended for: (1) housing rehabilitation (including reduction and abatement of lead-based paint hazards); (2) housing construction; or (3) other public construction projects; and to **contracts and subcontracts in excess of \$100,000** awarded in connection with the Section-3-covered activity.

Form HUD-60002 has three parts, which are to be completed for all programs covered by Section 3. Part I relates to **employment and training**. The recipient has the option to determine numerical employment/training goals either on the basis of the number of hours worked by new hires (columns B, D, E and F). Part II of the form relates to **contracting**, and Part III summarizes recipients' **efforts** to comply with Section 3.

Recipients or contractors subject to Section 3 requirements must maintain appropriate documentation to establish that HUD financial assistance for housing and community development programs were directed toward low- and very low-income persons.* A recipient of Section 3 covered assistance shall submit one copy of this report to HUD Headquarters, Office of Fair Housing and Equal Opportunity. Where the program providing assistance requires an annual performance report, this Section 3 report is to be submitted at the same time the program performance report is submitted. Where an annual performance report is not required, this Section 3 report is to be submitted by January 10 and, if the project ends before December 31, within 10 days of project completion. **Only Prime Recipients are required to report to HUD. The report must include accomplishments of all recipients and their Section 3 covered contractors and subcontractors.**

HUD Field Office: Enter the Field Office name .

1. Recipient: Enter the name and address of the recipient submitting this report.
2. Federal Identification: Enter the number that appears on the award form (with dashes). The award may be a grant, cooperative agreement or contract.
3. Dollar Amount of Award: Enter the dollar amount, rounded to the nearest dollar, received by the recipient.
- 4 & 5. Contact Person/Phone: Enter the name and telephone number of the person with knowledge of the award and the recipient's implementation of Section 3.
6. Reporting Period: Indicate the time period (months and year) this report covers.
7. Date Report Submitted: Enter the appropriate date.

8. Program Code: Enter the appropriate program code as listed at the bottom of the page.
9. Program Name: Enter the name of HUD Program corresponding with the "Program Code" in number 8.

Part I: Employment and Training Opportunities

Column A: Contains various job categories. Professionals are defined as people who have special knowledge of an occupation (i.e. supervisors, architects, surveyors, planners, and computer programmers). For construction positions, list each trade and provide data in columns B through F for each trade where persons were employed. The category of "Other" includes occupations such as service workers.

Column B: (Mandatory Field) Enter the number of new hires for each category of workers identified in **Column A** in connection with this award. New hire refers to a person who is not on the contractor's or recipient's payroll for employment at the time of selection for the Section 3 covered award or at the time of receipt of Section 3 covered assistance.

Column C: (Mandatory Field) Enter the number of Section 3 new hires for each category of workers identified in **Column A** in connection with this award. Section 3 new hire refers to a Section 3 resident who is not on the contractor's or recipient's payroll for employment at the time of selection for the Section 3 covered award or at the time of receipt of Section 3 covered assistance.

Column D: Enter the percentage of all the staff hours of new hires (Section 3 residents) in connection with this award.

Column E: Enter the percentage of the total staff hours worked for Section 3 employees and trainees (including new hires) connected with this award. Include staff hours for part-time and full-time positions.

Column F: (Mandatory Field) Enter the number of Section 3 residents that were trained in connection with this award.

Part II: Contract Opportunities

Block 1: Construction Contracts

Item A: Enter the total dollar amount of all contracts awarded on the project/program.

Item B: Enter the total dollar amount of contracts connected with this project/program that were awarded to Section 3 businesses.

Item C: Enter the percentage of the total dollar amount of contracts connected with this project/program awarded to Section 3 businesses.

Item D: Enter the number of Section 3 businesses receiving awards.

Block 2: Non-Construction Contracts

Item A: Enter the total dollar amount of all contracts awarded on the project/program.

Item B: Enter the total dollar amount of contracts connected with this project awarded to Section 3 businesses.

Item C: Enter the percentage of the total dollar amount of contracts connected with this project/program awarded to Section 3 businesses.

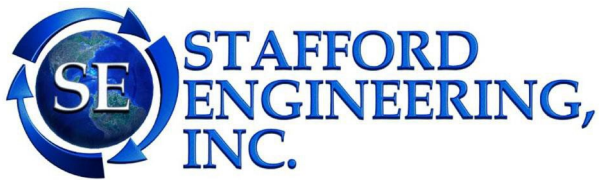
Item D: Enter the number of Section 3 businesses receiving awards.

Part III: Summary of Efforts – Self -explanatory

Submit one (1) copy of this report to the HUD Headquarters Office of Fair Housing and Equal Opportunity, at the same time the performance report is submitted to the program office. The Section 3 report is submitted by January 10. Include only contracts executed during the period specified in item 8. PHAs/IHAs are to report all contracts/subcontracts.

* The terms "low-income persons" and very low-income persons" have the same meanings given the terms in section 3 (b) (2) of the United States Housing Act of 1937. **Low-income persons** mean families (including single persons) whose incomes do not exceed 80 percent of the median income for the area, as determined by the Secretary, with adjustments for smaller and larger families, except that

The Secretary may establish income ceilings higher or lower than 80 percent of the median for the area on the basis of the Secretary's findings such that variations are necessary because of prevailing levels of construction costs or unusually high- or low-income families. **Very low-income persons** mean low-income families (including single persons) whose incomes do not exceed 50 percent of the median family income area, as determined by the Secretary with adjustments or smaller and larger families, except that the Secretary may establish income ceilings higher or lower than 50 percent of the median for the area on the basis of the Secretary's findings that such variations are necessary because of unusually high or low family incomes.



3525 Bonita Beach Road
Suite 111, Bonita Springs, FL 34134
(239) 948-5841 * (239) 948-5990 fax
www.staffordengineeringinc.com

January 21, 2022

Collier County
Building Plans Review & Inspections Division
2800 North Horseshoe Drive
Naples, FL 34104

SUBJECT: Code Comment Response Letter

REF: Stafford Engineering Project No: **16079**
Project Name: 1800 Farm Worker Way (2 Bedroom Duplex, 3 Bedroom & 4
Bedroom single family units)

To Whom It May Concern:

I Steven R. Stafford, Florida PE# 34664, as the Engineer of Record, this letter will serve as notice to advise you that I approve the Energy Calculations for 2022 that are submitted with the permit applications for this project.

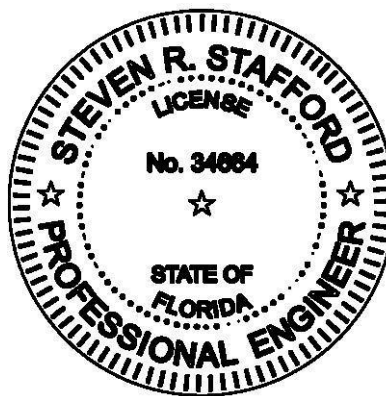
If you have any questions regarding this change, please call this office at (239) 948 - 5841.

Sincerely yours,

Stafford Engineering, Inc.

Steven
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by Steven R
Stafford
Date:
202
12:11 S:00

Steven R. Stafford, PE
President



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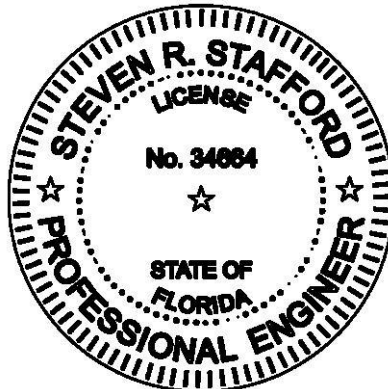
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ELECTRICAL SCOPE OF WORK

1. DISCONNECT AND REMOVE THE ELECTRICAL SPACE HEATERS AND PATCH THE WALL.

2. REMOVE THE CIRCUIT BREAKERS FROM THE PANEL, THAT FED THE EXISTING SPACE HEATERS INSTALL BLANKS IN UNUSED CIRCUIT BREAKER SPACES

3. FINISH & INSTALL ONE (1) NEW CIRCUIT BREAKERS IN EACH PANEL TO FEED THE NEW MINI-SPLIT AIR HANDLING UNITS AND CONDENSER UNIT AS FOLLOWS:

A. ONE BEDROOM – CU, 2-POLE 25A

FINISH & INSTALL 1/2" EMT CONDUIT

AND (2) #10 AWG, CU & (1) #10 AWG, CU GROUND FROM THE EXISTING PANEL TO THE CU

5. FINISH & INSTALL A 30A, 2-POLE, NON-FUSED DISCONNECT SWITCH FOR THE CU. THE DISCONNECT SWITCH FOR THE CU SHALL BE NEMA 3R RATED, INDOOR UNITS ARE POWERED FROM THE EXTERIOR UNIT.



LOAD CALCULATIONS:		
THE DWELLING UNIT HAS AN AREA OF THE FOLLOWING:		
DWELLING UNIT FLOOR AREA	408	SQ-FT
UNIT HAS AN ELECTRIC RANGE		
THE LARGER LOAD OF ELECTRIC HEAT OR A/C IS USED FOR THE CALCULATIONS		
THERE WILL BE NO LAUNDRY FACILITIES IN THE DWELLING		
(NEC ART. 220-11, 220-17 DWELLING LOAD CALCULATION)		

GENERAL LOAD		AT 3.0 VA / SQ-FT
GENERAL LIGHTING LOAD		1,224.0 VA
SMALL APPLANCE LOAD (2 CIRCUITS)		3,000.0 VA
ELECTRIC RANGE		8,000.0 VA
ELECTRIC WATER HEATER		3,600.0 VA
APPLICATION OF DEMAND FACTOR:		
FIRST 10,000 VA @ 100%	10,000.0 VA	
REMAINDER OF LOAD AT 40%	6,400.0 VA	
GENERAL LOAD WITH DEMAND FACTOR	10,640.0 VA	
HEATING / COOLING/HEATING LOAD		
HEATING / COOLING/HEATING LOAD		4,320.0 VA

SERVICE SIZE FOR EACH DWELLING UNIT: 100A

EXISTING QUADPLEX PANEL SCHEDULE - SECTION A													
COLLER COUNTY HOUSING AUTHORITY IMMOKALEE / COLLIER COUNTY, FLORIDA													
PANEL RATING: 100A VOLTAGE: 120 / 240 NUMBER OF PHASES: 1 SERVICE ENTRANCE RATED: NO					MOUNTING: RECESS MAIN BREAKER RATING: MLO GROUND STRAP REQ'D: NO MANUFACTURER: AS SPECIFIED								
NO	A	P	NOTE	DESCRIPTION	WATTS	KW-L1	KW-L2	WATTS	DESCRIPTION	NOTE	P	A	NO
1	50	2		RANGE	6000	7.500		1500	KITCHEN RECEPTACLES	GFCI	1	20	4
3					6000		7.500	1500	KITCHEN RECEPTACLES	GFCI	1	20	2
5	15	1		LIGHTS	1000	1.180		180	BATHROOM	AFC	1	20	6
7	20	2		WATER HEATER	1500		2.700	1200	GENERAL PURPOSE RECEPTACLES	AFC	1	20	8
9					1500	3.000		1500	GENERAL PURPOSE RECEPTACLES	AFC	1	20	10
11	20	2		SPACE HEATER	1920			1920	SPACE HEATER		2	20	12
13					1920								14
15	20	1		REFRIGERATOR	1500			360	EXTERIOR RECEPTACLES	GFCI	1	20	16

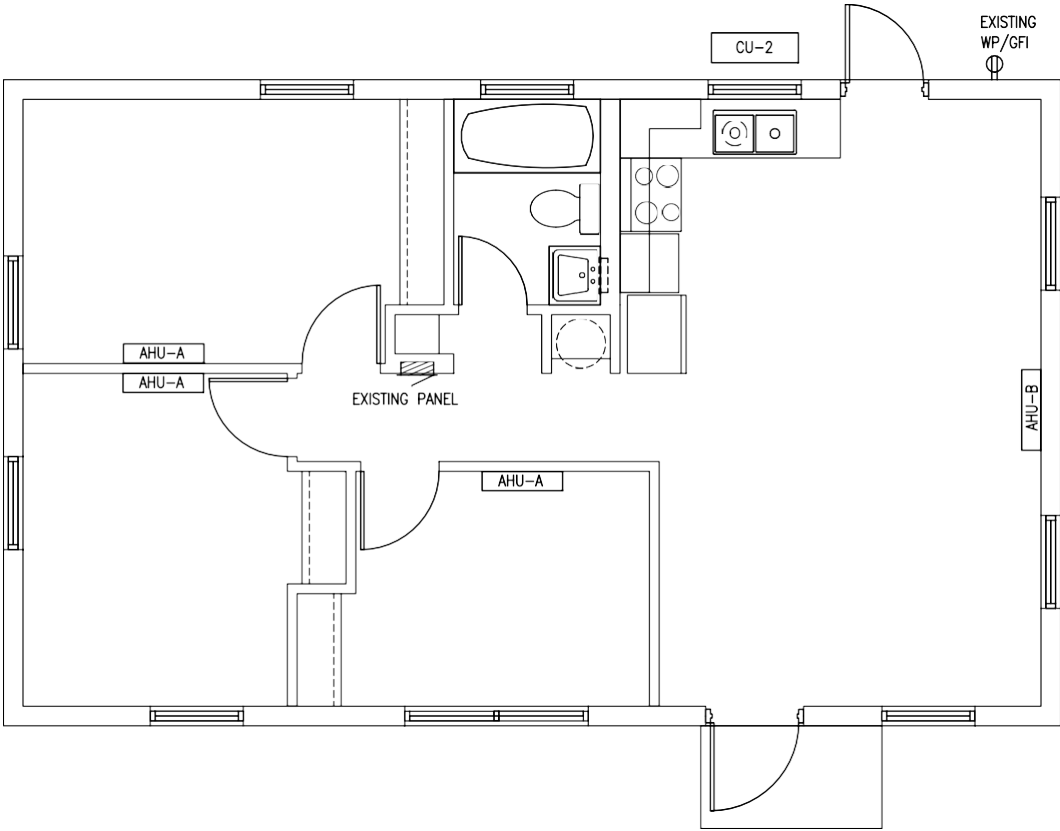
SEE LOAD CALCULATIONS ON THIS SHEET

SEE LOAD CALCULATIONS ON THIS SHEET

4/19/2021 10:13 AM

SERVICE ENTRANCE SIZE CALCULATIONS				
UNIT DATA:				
THE DWELLING UNIT HAS AN AREA OF THE FOLLOWING:				
DWELLING UNIT FLOOR AREA:			792	SQ-FT
UNIT HAS AN ELECTRIC RANGE				
THE LARGER LOAD OF ELECTRIC HEAT OR A/C IS USED FOR THE CALCULATIONS				
THERE WILL BE NO LAUNDRY FACILITIES IN THE DWELLING				
LOAD CALCULATIONS: (NEC ART. 220-11, 220-17 DWELLING LOAD CALCULATION)				
GENERAL LOAD				
GENERAL LIGHTING LOAD			AT 3.0 VA / SQ-FT	2,376.0 VA
SMALL APPLIANCE LOAD (2 CIRCUITS)				3,000.0 VA
ELECTRIC RANGE				8,000.0 VA
ELECTRIC WATER HEATER				3,600.0 VA
TOTAL GENERAL LOAD				16,976.0 VA
APPLICATION OF DEMAND FACTOR:				
FIRST 10,000 VA @ 100%				10,000.0 VA
REMAINDER OF LOAD AT 40%				2,790.4 VA
GENERL LOAD WITH DEMAND FACTOR				12,790.4 VA
AIR CONDITIONING/HEATING LOAD				
HEATING / (FUTURE) A/C LOAD				7,200.0 VA
HVAC LOAD				7,200.0 VA
GENERAL LOAD WITH DEMAND FACTOR				12,790.4 VA
HVAC LOAD				7,200.0 VA
TOTAL DWELLING LOAD				19,990.4 VA
			83.3 A @ 120/240V 1-PHASE	
SERVICE SIZE FOR EACH DWELLING UNIT:			100A	

4



SECTION A - 3 BEDROOM MECHANICAL PLAN

SCALE: 1/4" = 1'-0"

EXISTING 3-BEROOM PANEL – SECTION A

COLLIER COUNTY HOUSING AUTHORITY
IMMOKALEE / COLLIER COUNTY, FLORIDA

BUS NUMBER: AMPERE RATING: 100A VOLTAGE (L-L): 240 PHASE: 1
SERVED FROM: MAIN MAIN TYPE: MAIN LUGS ONLY VOLTAGE (L-N): 120 WIRE: 3
MOUNTING: RECESS LUG OPTIONS: MIN. KAIC:

CKT NO.	CIRCUIT BRKR		LOAD DESCRIPTION	C O D E	LOAD KVA	BRANCH CIRCUIT			BRANCH CIRCUIT			LOAD KVA	C O D E	LOAD DESCRIPTION	CIRCUIT BRKR		CKT NO.				
	TRIP	P				S E	PHASE / NEUT. S NO	GND SIZE	S E	PHASE / NEUT. S NO	GND SIZE				TRIP	P					
1	60	2	RANGE	K	4.00	1	3	3	8	1	1	3	10	10	3/4	1.80	N	WATER HEATER	30	2	2
3					4.00										1.80					4	
5	20	1	REFRIGERATOR	K	1.50	1	2	12	12	1/2	1	3	10	10	3/4	1.92	H	SPACE HEATER	30	2	6
7	20	1	GFCI-KITCHEN RECEPTICALS	K	1.50	1	2	12	12	1/2					1.92					8	
9	20	1	GFCI-KITCHEN RECEPTICALS	K	1.50	1	2	12	12	1/2	1	3	10	10	3/4	1.92	H	SPACE HEATER	30	2	10
11	20	1	GFCI-BATHROOM	R	0.36	1	2	12	12	1/2					1.92					12	
13	20	1	GFCI-EXTERIOR RECEPTACLES	R	0.36	1	2	12	12	1/2	1	2	12	12	1/2	1.00	L	LIGHTS	20	1	14
15	20	1	GENERAL RECEPTACLES	R	1.08	1	2	12	12	1/2								SPACE ONLY			16
17	20	1	GENERAL RECEPTACLES	R	1.08	1	2	12	12	1/2								SPACE ONLY			18
19	20	1	GENERAL RECEPTACLES	R	0.90	1	2	12	12	1/2								SPACE ONLY			20

SEE LOAD CALCULATIONS

ELECTRICAL SCOPE OF WORK

- DISCONNECT AND REMOVE THE ELECTRICAL SPACE HEATERS AND PATCH THE WALL.
- REMOVE THE CIRCUIT BREAKERS FROM THE PANEL THAT FED THE EXISTING SPACE HEATERS INSTALL BLANKS IN UNUSED CIRCUIT BREAKER SPACES
- FURNISH & INSTALL ONE (1) NEW CIRCUIT BREAKER IN EACH PANEL TO FEED THE NEW MINI-SPLIT AIR HANDLING UNITS AND CONDENSER UNIT AS FOLLOWS:
A. THREE BEDROOM – CU, 2-POLE 45A
- FURNISH AND INSTALL 3/4" EMT CONDUIT AND (2) #8 AWG, CU & (1) #10 AWG, CU GROUND FROM THE EXISTING PANEL TO THE CU
- FURNISH & INSTALL A 60A, 2-POLE, NON-FUSED DISCONNECT SWITCH FOR THE CU. THE DISCONNECT SWITCH FOR THE CU SHALL BE NEMA 3R RATED. INDOOR UNITS ARE POWERED FROM THE EXTERIOR UNIT.
- NOT USED

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ENGINEERING,
INC.

3525 Bonita Beach Rd., Suite 110, Bonita Springs, FL 34134
239-948-5841 / 239-948-5990 FAX

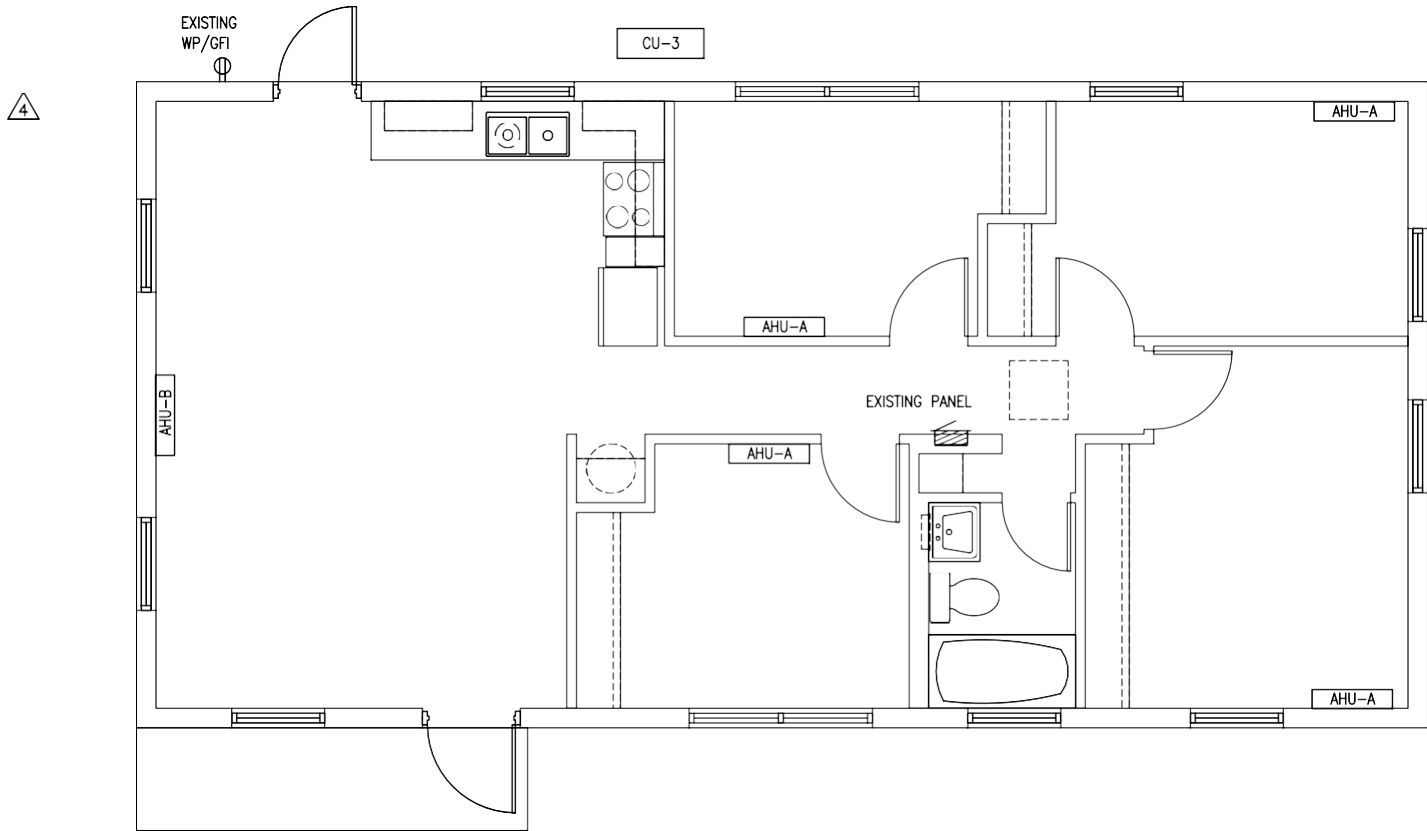
Steven R. Stafford - PE - Florida License # 34664
Certificate Of Authorization No. 26464

4	OWNER CHANGES	JUNE 26, 2020
#	REVISION	DATE

DATE:	09/14/16
DRAWN BY:	R.A.M.
CHECKED BY:	S.R.S.
JOB NUMBER:	16079

E-3

SERVICE ENTRANCE SIZE CALCULATIONS				
UNIT DATA:				
THE DWELLING UNIT HAS AN AREA OF THE FOLLOWING:			968	SQ-FT
DWELLING UNIT FLOOR AREA:				
UNIT HAS AN ELECTRIC RANGE				
THE LARGER LOAD OF ELECTRIC HEAT OR A/C IS USED FOR THE CALCULATIONS				
THERE WILL BE NO LAUNDRY FACILITIES IN THE DWELLING				
LOAD CALCULATIONS:		(NEC ART. 220-11, 220-17 DWELLING LOAD CALCULATION)		
<u>GENERAL LOAD</u>				
GENERAL LIGHTING LOAD	AT 3.0 VA / SQ-FT	2,904.0	VA	
SMALL APPLIANCE LOAD (2 CIRCUITS)		3,000.0	VA	
ELECTRIC RANGE		8,000.0	VA	
ELECTRIC WATER HEATER		3,600.0	VA	
TOTAL GENERAL LOAD		17,504.0	VA	
APPLICATION OF DEMAND FACTOR:				
FIRST 10,000 VA @ 100%		10,000.0	VA	
REMAINDER OF LOAD AT 40%		3,001.6	VA	
GENERL LOAD WITH DEMAND FACTOR		13,001.6	VA	
<u>AIR CONDITIONING/HEATING LOAD</u>				
HEATING / (FUTURE) A/C LOAD		8,400.0	VA	
HVAC LOAD		8,400.0	VA	
GENERAL LOAD WITH DEMAND FACTOR		13,001.6	VA	
HVAC LOAD		8,400.0	VA	
TOTAL DWELLING LOAD		21,401.6	VA	
		89.2 A @ 120/240V 1-PHASE		
SERVICE SIZE FOR EACH DWELLING UNIT:			100A	



SECTION A - 4 BEDROOM MECHANICAL PLAN

SCALE: 1/4" = 1'-0"

THIS ITEM HAS BEEN ELECTRONICALLY SIGNED AND SEALED BY STEVEN R. STAFFORD ON THE DATE INDICATED USING A DIGITAL SIGNATURE. PRINTED COPIES OF THIS DOCUMENT ARE NOT CONSIDERED SIGNED AND SEALED AND THE SIGNATURE MUST BE VERIFIED ON ANY ELECTRONIC COPIES.

PROJECT NAME:
Farm Worker Village
Collier County Housing Authority
1800 Farm Worker Way
Immokalee, Florida 34142

EXISTING 4-BEROOM PANEL – SECTION A																							
COLLIER COUNTY HOUSING AUTHORITY IMMOKALEE / COLLIER COUNTY, FLORIDA																							
BUS NUMBER: SERVED FROM: MAIN MOUNTING: RECESS				AMPERE RATING: 100A MAIN TYPE: MAIN LUGS ONLY LUG OPTIONS:								VOLTAGE (L-L): 240 VOLTAGE (L-N): 120				PHASE: 1 WIRE: 3 MIN. KAIC:							
CKT NO.	CIRCUIT BRKR		LOAD DESCRIPTION	C O D E	LOAD KVA	BRANCH CIRCUIT				BRANCH CIRCUIT				LOAD KVA	C O D E	LOAD DESCRIPTION	CIRCUIT BRKR		CKT NO.				
	TRIP	P				S I Z E	PHASE/ NEUT	WIRE SIZE	MIN CND SIZE	S I Z E	PHASE/ NEUT	WIRE SIZE	MIN CND SIZE				TRIP	P					
1	60	2	RANGE	K	4.00 4.00	1	3	3	8	1	1	3	10	10	3/4	1.80 1.80	N	WATER HEATER	30	2	2	4	
5	20	1	REFRIGERATOR	K	1.50	1	2	12	12	1/2		1	3	10	10	3/4	1.92	H	SPACE HEATER	30	2	6	8
7	20	1	GFCI-KITCHEN RECEPTALS	K	1.50	1	2	12	12	1/2						1.92							
9	20	1	GFCI-KITCHEN RECEPTALS	K	1.50	1	2	12	12	1/2		1	3	10	10	3/4	1.92	H	SPACE HEATER	30	2	10	12
11	20	1	GFCI-BATHROOM	R	0.36	1	2	12	12	1/2						1.92							
13	20	1	GFCI-EXTERIOR RECEPTALS	R	0.36	1	2	12	12	1/2		1	3	10	10	3/4	1.92	H	SPACE HEATER	30	2	14	16
15	20	1	GENERAL RECEPTALS	R	0.90	1	2	12	12	1/2						1.92							
17	20	1	GENERAL RECEPTALS	R	1.44	1	2	12	12	1/2		1	2	12	12	1/2	1.00	L	LIGHTS	20	1	18	
19	20	1	GENERAL RECEPTALS	R	1.26	1	2	12	12	1/2									SPACE ONLY		1	20	
SEE LOAD CALCULATIONS																							

ELECTRICAL SCOPE OF WORK

- DISCONNECT AND REMOVE THE ELECTRICAL SPACE HEATERS AND PATCH THE WALL.
- REMOVE THE CIRCUIT BREAKERS FROM THE PANEL THAT FED THE EXISTING SPACE HEATERS INSTALL BLANKS IN UNUSED CIRCUIT BREAKER SPACES
- FURNISH & INSTALL ONE (1) NEW CIRCUIT BREAKERS IN EACH PANEL TO FEED THE NEW AIR HANDLING UNIT AND CONDENSER UNIT AS FOLLOWS:
A. FOUR BEDROOM, SECTION A – CU, 2-POLE 50A
- FURNISH AND INSTALL 3/4" EMT CONDUIT AND (2) #8 AWG, CU & (1) #10 AWG, CU GROUND FROM THE EXISTING PANEL TO THE AHU AND TO THE CU AS SEPARATE CIRCUITS
- FURNISH & INSTALL A 60A, 2-POLE, NON-FUSED DISCONNECT SWITCH FOR THE CU. THE DISCONNECT SWITCH FOR THE CU SHALL BE NEMA 3R RATED. INDOOR UNITS ARE POWERED FROM THE EXTERIOR UNIT.
- NOT USED

THIS DESIGN AND THE DRAWINGS THEREFORE, PREPARED FOR THIS PROJECT, ARE THE PROPERTY OF THE ENGINEER, STAFFORD ENGINEERING, INC., AND THE DESIGN AND/OR DRAWINGS MAY NOT BE USED IN WHOLE OR IN PART FOR ANY OTHER PROJECT OR FOR THE ORIGINAL PROJECT FOR WHICH THE DESIGN AND/OR DRAWINGS WERE PREPARED, WITHOUT EXPRESS WRITTEN PERMISSION OF THE ENGINEER, STAFFORD ENGINEERING, INC. NO BILLING FEE WILL BE CHARGED BY ANY BILLING SERVICE PROVIDER.

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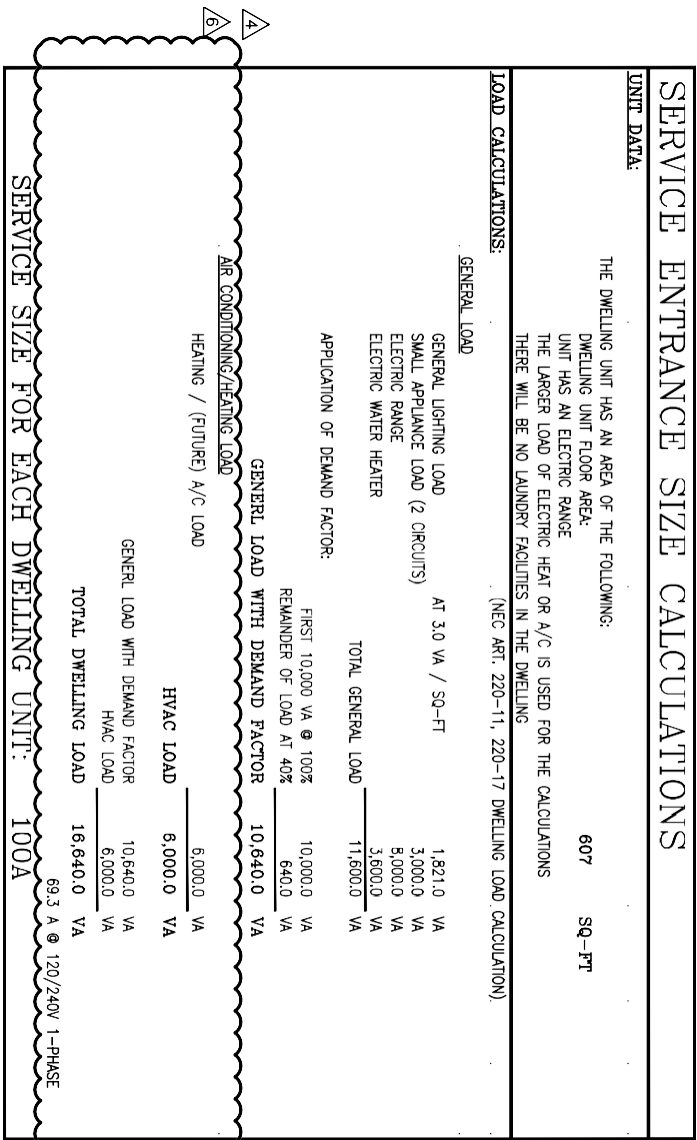
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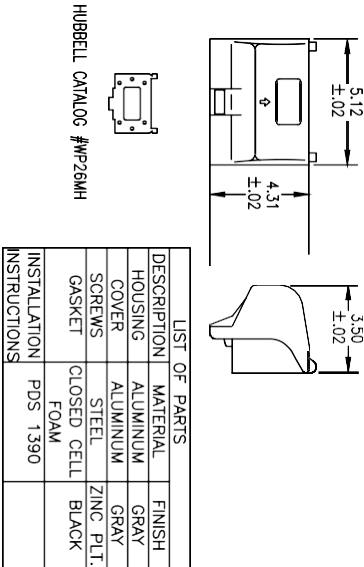
4	OWNER CHANGES	JUNE 26, 2020
#	REVISION	DATE

DATE:	09/14/16
DRAWN BY:	R.A.M.
CHECKED BY:	S.R.S.
JOB NUMBER:	16079

E-4

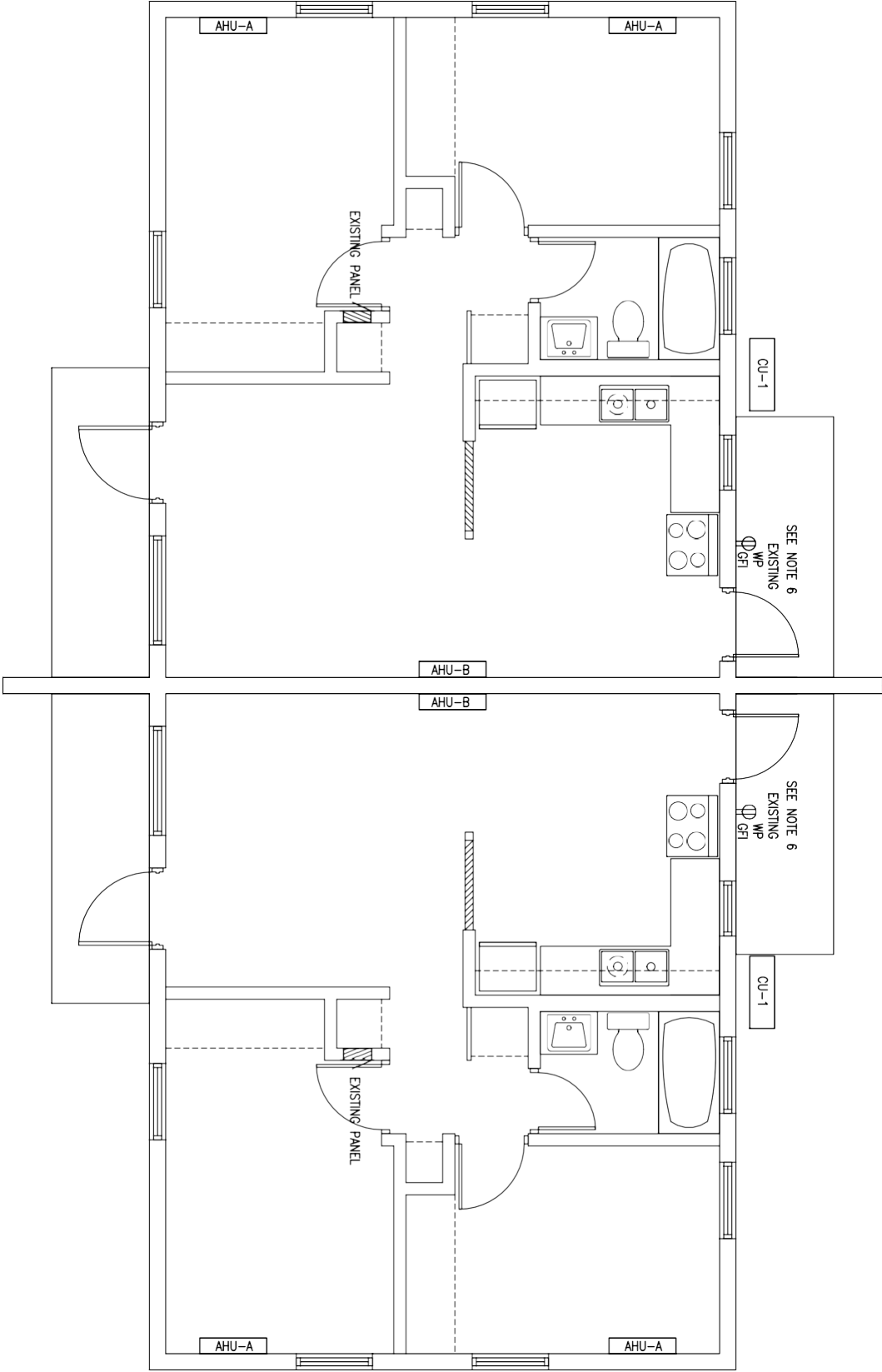


EXISTING DUPLEX PANEL – SECTION B									
COLLIER COUNTY HOUSING AUTHORITY IMMOKALEE / COLLIER COUNTY, FLORIDA									
BUS NUMBER: SERVED FROM: MAIN MOUNTING: RECESS		AMPERE RATING: 100 MAIN TYPE: MAIN LUGS ONLY LUG OPTIONS:		VOLTAGE (L-L): 240 VOLTAGE (L-N): 120		PHASE: 1 WIRE: 3		MIN. KALC:	
CIRCUIT NO.	BRKR TRIP P	LOAD DESCRIPTION	LOAD P KVA	BRANCH CIRCUIT \$ PHASE/ (NO AND MIN \$ NOT SIZE SIZE	BRANCH CIRCUIT \$ PHASE/ (NO AND MIN \$ NOT SIZE SIZE	LOAD P KVA	LOAD DESCRIPTION	CIRCUIT BRKR NO.	TRIP P
1	20	1 RECEPTACLES					REFRIGERATOR	20	1 2
3	20	1 RECEPTACLES					WATER HEATER	30	2 4
5	20	1 RECEPTACLES							6
7	20	1 RECEPTACLES					WALL HEATER	30	2 8
9	20	1 RECEPTACLES							10
11	15	1 BATHROOM RECEPTACLE					RECEPTACLES	20	1 12
13	20	1 CLOTHES WASHING MACHINE					RANGE	50	2 14
15	20	1 RECEPTACLES							16



RECEPTACLE WEATHERPROOF COVER DETAIL

NOT TO SCALE



SECTION B - DUPLEX ELECTRICAL PLAN

SCALE: 1/4" = 1'-0"

REVISED DUPLEX PANEL – SECTION B									
COLLIER COUNTY HOUSING AUTHORITY IMMOKALEE / COLLIER COUNTY, FLORIDA									
BUS NUMBER: SERVED FROM: MAIN MOUNTING: RECESS		AMPERE RATING: 100 MAIN TYPE: MAIN LUGS ONLY LUG OPTIONS:		VOLTAGE (L-L): 240 VOLTAGE (L-N): 120		PHASE: 1 WIRE: 3		MIN. KALC:	
CIRCUIT NO.	BRKR TRIP P	LOAD DESCRIPTION	LOAD P KVA	BRANCH CIRCUIT \$ PHASE/ (NO AND MIN \$ NOT SIZE SIZE	BRANCH CIRCUIT \$ PHASE/ (NO AND MIN \$ NOT SIZE SIZE	LOAD P KVA	LOAD DESCRIPTION	CIRCUIT BRKR NO.	TRIP P
1	35 2	NEW CIRCUIT BREAKER					REFRIGERATOR	20	1 2
3		FOR NEW CU-1					WATER HEATER	30	2 4
5A	20	1 RECEPTACLES							6
5B	20	1 RECEPTACLES					WALL HEATER	30	2 8
7A	20	1 RECEPTACLES							10
7B	20	1 RECEPTACLES					RECEPTACLES	20	1 12
9	20	1 RECEPTACLES					RANGE	50	2 14
11	15	1 BATHROOM RECEPTACLE							16
13	20	1 CLOTHES WASHING MACHINE							
15	20	1 RECEPTACLES							

ELECTRICAL SCOPE OF WORK

- DISCONNECT AND REMOVE THE ELECTRICAL SPACE HEATERS AND PATCH THE WALL.
- REMOVE THE CIRCUIT BREAKERS FROM THE PANEL THAT FED THE EXISTING SPACE HEATERS INSTALL BLANKS IN UNUSED CIRCUIT BREAKER SPACES.
- TURNISH & INSTALL ONE (1) NEW CIRCUIT BREAKERS IN EACH PANEL TO FEED THE NEW MINI-SPLIT AIR HANDLING UNITS AND CONDENSER UNIT AS FOLLOWS:
 - TWO BEDROOM – CU, 2-POLE 35A
- TURNISH AND INSTALL 3/4" EMT CONDUIT AND (2) #8 AWG, CU & (1) #10 AWG, CU GROUND FROM THE EXISTING PANEL TO THE CU
- TURNISH & INSTALL A 60A 2-POLE NON-FUSED DISCONNECT SWITCH FOR THE CU. THE DISCONNECT SWITCH FOR THE CU SHALL BE NEAR SR RATED. INDOOR UNITS ARE POWERED FROM THE EXTERIOR UNIT.
- VERIFY THE EXISTING EXTERIOR WEATHERPROOF RECEPTACLE HAS BEEN INSTALLED. IF NOT, THE ELECTRICAL CONTRACTOR SHALL TURNISH & INSTALL NEW 20A 20V WEATHERPROOF RECEPTACLE WITH WEATHERPROOF COVER.
- NOT USED
- REMOVE EXISTING 20A SINGLE POLE CIRCUIT BREAKERS FOR EXISTING CIRCUITS 1, 3, 5 & 7
- TURNISH & INSTALL (1) 35A 2-POLE CIRCUIT BREAKER AND PLACE INTO POSITIONS NUMBERS 1 & 3 FOR NEW CU-1
- TURNISH & INSTALL (2) NEW 20A PIGGY BACK CIRCUIT BREAKERS INTO POSITIONS 5 & 7 AND RECONNECT FOUR (4) EXISTING RECEPTACLE CIRCUITS

THESE PLANS HAVE BEEN ELECTRONICALLY SIGNED
DATE INCORPORATED USING A DIGITAL SIGNATURE
AND THE SIGNATURE OF THE ENGINEER, STAFFORD
ENGINEERING, INC. IS NOT VALID UNLESS THE
ELECTRONIC COVER IS AFFIXED ON ANY
DRAWING.

PROJECT NAME:

Farm Worker Village
Collier County Housing Authority
1800 Farm Worker Way
Immokalee, Florida 34142

SE

STAFFORD
ENGINEERING,
INC.

3525 Bonita Beach Rd., Suite 110, Bonita Springs, FL 34134
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Steven R. Stafford - PE - Florida License # 34664
Certificate Of Authorization No. 26464

DATE: 09/14/16
DRAWN BY: R.A.M.
CHECKED BY: S.R.S.
JOB NUMBER: 16079

OWNER

APRIL

CHANGES

19, 2021

OWNER

JUNE

CHANGES

26, 2020

#

REVISION

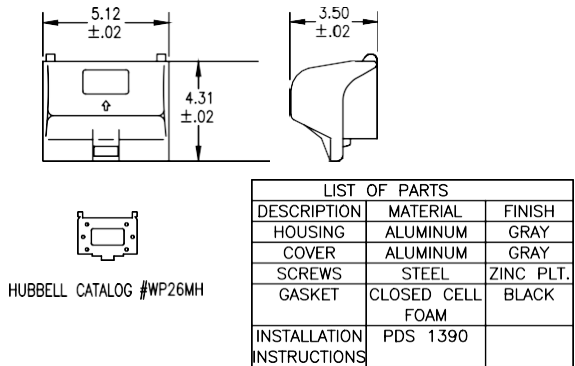
DATE

E-5

SERVICE ENTRANCE SIZE CALCULATIONS

UNIT DATA:			
THE DWELLING UNIT HAS AN AREA OF THE FOLLOWING:			
DWELLING UNIT FLOOR AREA:	792	SQ-FT	
UNIT HAS AN ELECTRIC RANGE			
THE LARGER LOAD OF ELECTRIC HEAT OR A/C IS USED FOR THE CALCULATIONS			
THERE WILL BE NO LAUNDRY FACILITIES IN THE DWELLING			
LOAD CALCULATIONS: (NEC ART. 220-11, 220-17 DWELLING LOAD CALCULATION)			
GENERAL LOAD			
GENERAL LIGHTING LOAD	AT 3.0 VA / SQ-FT	2,376.0	VA
SMALL APPLIANCE LOAD (2 CIRCUITS)		3,000.0	VA
ELECTRIC RANGE		8,000.0	VA
ELECTRIC WATER HEATER		3,600.0	VA
TOTAL GENERAL LOAD		16,976.0	VA
APPLICATION OF DEMAND FACTOR:			
FIRST 10,000 VA @ 100%		10,000.0	VA
REMAINDER OF LOAD AT 40%		2,790.4	VA
GENERL LOAD WITH DEMAND FACTOR		12,790.4	VA
AIR CONDITIONING/HEATING LOAD			
HEATING / (FUTURE) A/C LOAD		7,200.0	VA
HVAC LOAD		7,200.0	VA
GENERAL LOAD WITH DEMAND FACTOR		12,790.4	VA
HVAC LOAD		7,200.0	VA
TOTAL DWELLING LOAD		19,990.4	VA
		83.3 A @ 120/240V 1-PHASE	
SERVICE SIZE FOR EACH DWELLING UNIT:		100A	

EXISTING 3-BEROOM PANEL – SECTION B													
COLLIER COUNTY HOUSING AUTHORITY IMMOKALEE / COLLIER COUNTY, FLORIDA													
BUS NUMBER:		AMPERE RATING: 100		VOLTAGE (L-L): 240		PHASE: 1							
SERVED FROM: MAIN		MAIN TYPE: 100A MAIN CB		VOLTAGE (L-N): 120		WIRE: 3							
MOUNTING: RECESS		LUG OPTIONS:				MIN. KAIC:							
CKT NO.	CIRCUIT BRKR TRIP	P	LOAD DESCRIPTION	C O D E	LOAD KVA	BRANCH CIRCUIT S PHASE/ GND MIN S NOI SIZE	BRANCH CIRCUIT S PHASE/ GND MIN S NOI SIZE	LOAD KVA	C O D E	LOAD DESCRIPTION	CIRCUIT BRKR TRIP	P	CKT NO.
1	20	1	RECEPTACLES	EXISTING CIRCUITRY						WATER HEATER	30	2	2
3	20	1	RECEPTACLES							WALL HEATER	30	2	4
5	20	1	RECEPTACLES							WALL HEATER	30	2	6
7	20	1	RECEPTACLES							WALL HEATER	30	2	8
9	20	1	RECEPTACLES							WALL HEATER	30	2	10
11	20	1	BATHROOM RECEPTACLE							WALL HEATER	30	2	12
13	20	1	CLOTHES WASHING MACHINE							RANGE	50	2	14
15	20	1	REFRIGERATOR										16

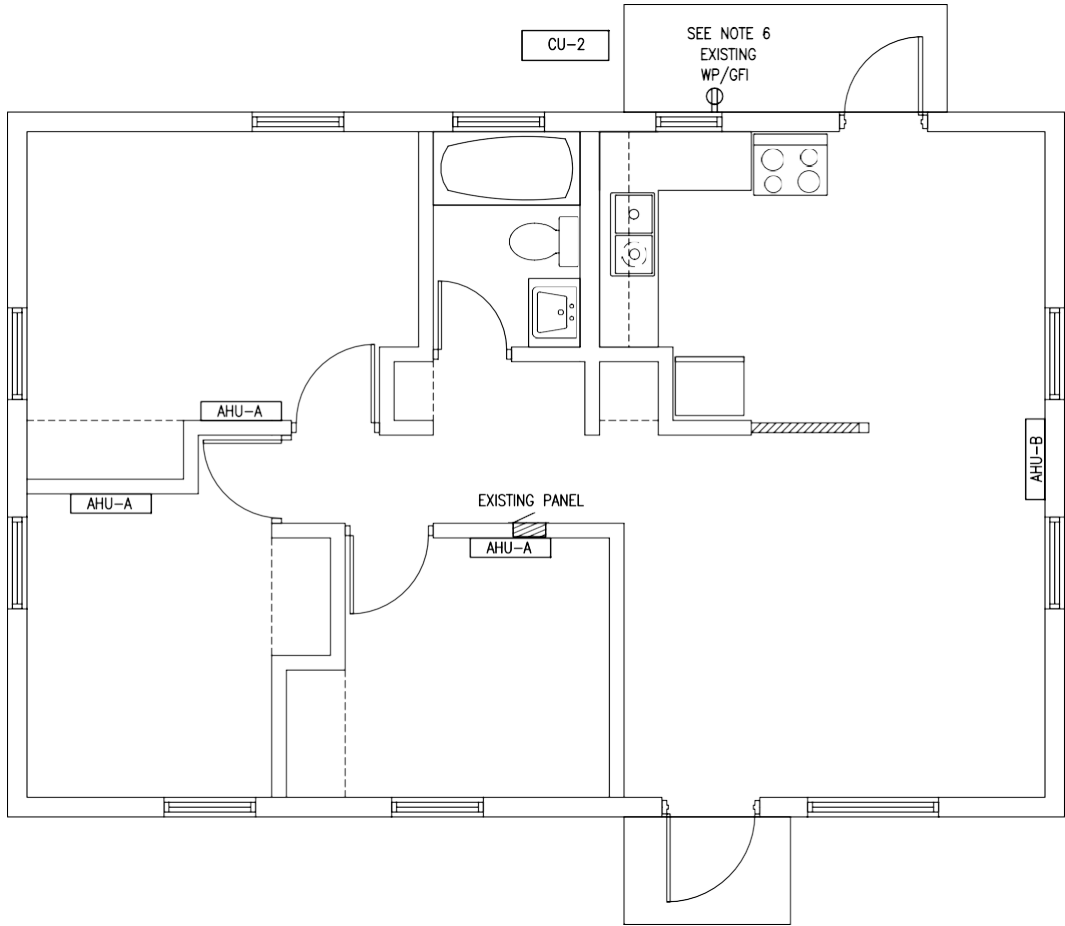


RECEPTACLE WEATHERPROOF COVER DETAIL

NOT TO SCALE

ELECTRICAL SCOPE OF WORK

- DISCONNECT AND REMOVE THE ELECTRICAL SPACE HEATERS AND PATCH THE WALL.
- REMOVE THE CIRCUIT BREAKERS FROM THE PANEL THAT FED THE EXISTING SPACE HEATERS INSTALL BLANKS IN UNUSED CIRCUIT BREAKER SPACES
- FURNISH & INSTALL ONE (1) NEW CIRCUIT BREAKERS IN EACH PANEL TO FEED THE NEW MINI-SPLIT AIR HANDLING UNITS AND CONDENSER UNIT AS FOLLOWS:
 - TWO BEDROOM – CU, 2-POLE 45A
- FURNISH AND INSTALL 3/4" EMT CONDUIT AND (2) #8 AWG, CU & (1) #10 AWG, CU GROUND FROM THE EXISTING PANEL TO THE AHU AND TO THE CU AS SEPARATE CIRCUITS
- FURNISH & INSTALL A 60A, 2-POLE, NON-FUSED DISCONNECT SWITCH FOR THE CU. THE DISCONNECT SWITCH FOR THE CU SHALL BE NEMA 3R RATED. INDOOR UNITS ARE POWERED FROM THE EXTERIOR UNIT.
- VERIFY THE EXISTING EXTERIOR WEATHERPROOF RECEPTACLE HAS BEEN INSTALLED. IF NOT, THE ELECTRICAL CONTRACTOR SHALL FURNISH & INSTALL A NEW 20A, 120V WEATHERPROOF RECEPTACLE WITH WEATHERPROOF COVER.
- NOT USED



SECTION B - 3 BEDROOM ELECTRICAL PLAN

SCALE: 1/4" = 1'-0"

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PROJECT NAME:
Farm Worker Village
Collier County Housing Authority
1800 Farm Worker Way
Immokalee, Florida 34142

SE
ENGINEERING, INC.

3525 Bonita Beach Rd., Suite 110, Bonita Springs, FL 34134
239-948-5841 / 239-948-5990 FAX

Steven R. Stafford - PE - Florida License # 34664
Certificate Of Authorization No. 26464

#	OWNER CHANGES	JUNE 26, 2020
#	REVISION	DATE

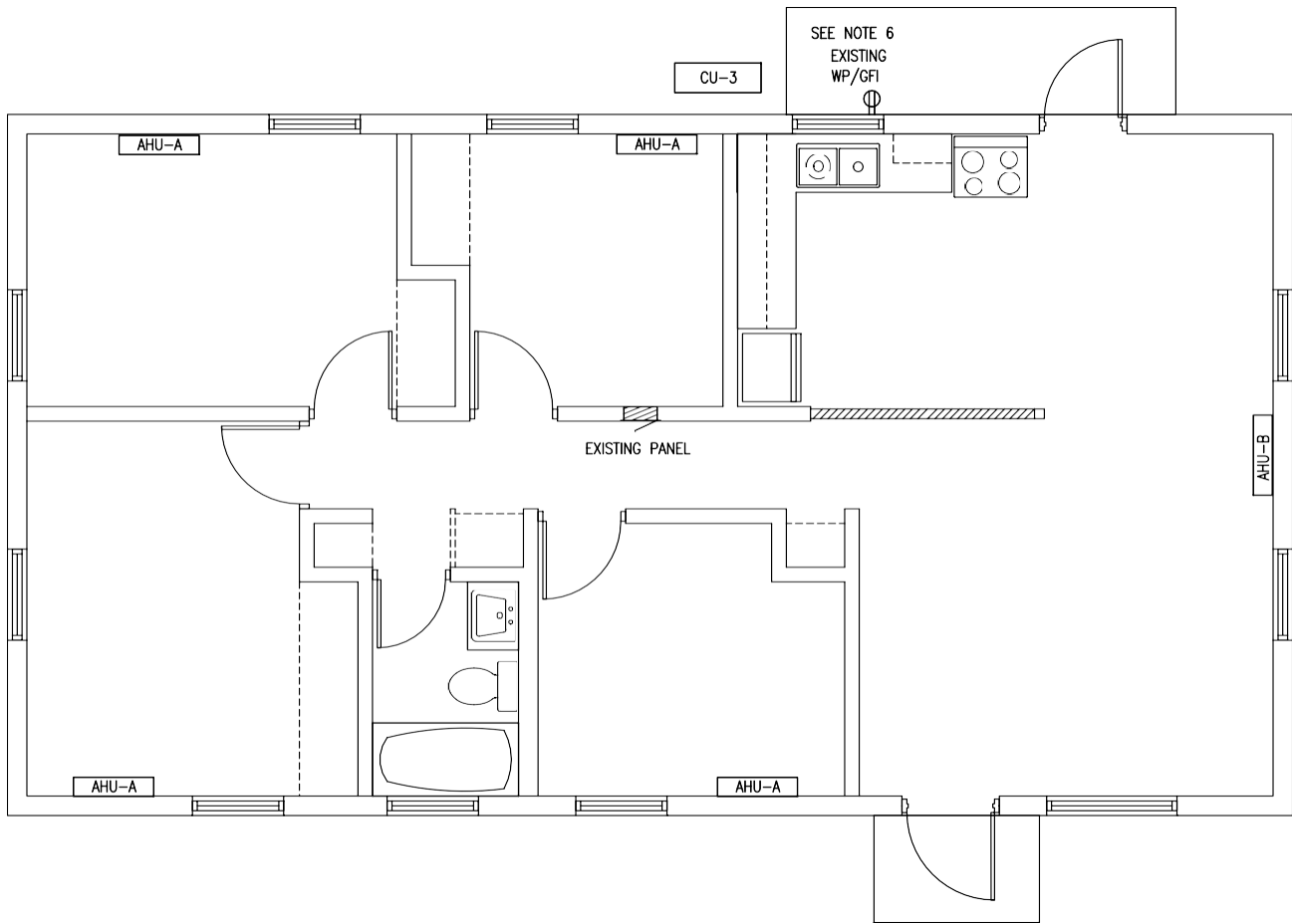
DATE: 09/14/16
DRAWN BY: R.A.M.
CHECKED BY: S.R.S.
JOB NUMBER: 16079

E-6

4/19/2021 10:13 AM

SERVICE ENTRANCE SIZE CALCULATIONS

UNIT DATA:			
THE DWELLING UNIT HAS AN AREA OF THE FOLLOWING:			
DWELLING UNIT FLOOR AREA:		968	SQ-FT
UNIT HAS AN ELECTRIC RANGE			
THE LARGER LOAD OF ELECTRIC HEAT OR A/C IS USED FOR THE CALCULATIONS			
THERE WILL BE NO LAUNDRY FACILITIES IN THE DWELLING			
LOAD CALCULATIONS: (NEC ART. 220-11, 220-17 DWELLING LOAD CALCULATION)			
GENERAL LOAD			
GENERAL LIGHTING LOAD		AT 3.0 VA / SQ-F1	2,904.0 VA
SMALL APPLIANCE LOAD (2 CIRCUITS)			3,000.0 VA
ELECTRIC RANGE			8,000.0 VA
ELECTRIC WATER HEATER			3,600.0 VA
TOTAL GENERAL LOAD			17,504.0 VA
APPLICATION OF DEMAND FACTOR:			
FIRST 10,000 VA @ 100%			10,000.0 VA
REMAINDER OF LOAD AT 40%			3,001.6 VA
GENERL LOAD WITH DEMAND FACTOR			13,001.6 VA
AIR CONDITIONING/HEATING LOAD			
HEATING / (FUTURE) A/C LOAD			8,400.0 VA
HVAC LOAD			8,400.0 VA
GENERAL LOAD WITH DEMAND FACTOR			13,001.6 VA
HVAC LOAD			8,400.0 VA
TOTAL DWELLING LOAD			21,401.6 VA
			89.2 A @ 120/240V 1-PHASE
SERVICE SIZE FOR EACH DWELLING UNIT:			100A



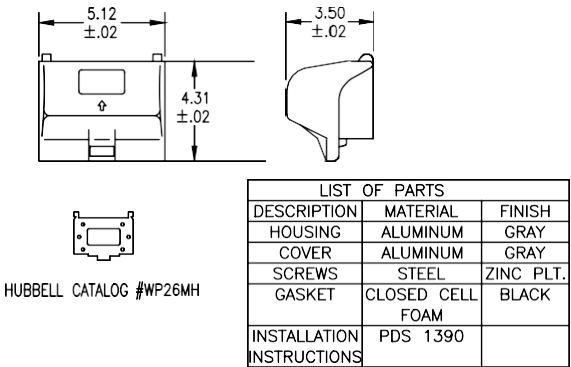
SECTION B - 4 BEDROOM ELECTRICAL PLAN

SCALE: 1/4" = 1'-0"

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PROJECT NAME:
Farm Worker Village
Collier County Housing Authority
1800 Farm Worker Way
Immolakee, Florida 34142

EXISTING 4-BEROOM PANEL – SECTION B																				
COLLIER COUNTY HOUSING AUTHORITY IMMOKALEE / COLLIER COUNTY, FLORIDA																				
BUS NUMBER:			AMPERE RATING: 100			VOLTAGE (L-L): 240			PHASE: 1											
SERVED FROM: MAIN			MAIN TYPE: MAIN LUGS ONLY			VOLTAGE (L-N): 120			WIRE: 3											
MOUNTING: RECESS			LUG OPTIONS:						MIN. KAIC:											
CKT NO.	CIRCUIT BRKR	LOAD DESCRIPTION	C O L O R	LOAD KVA	BRANCH CIRCUIT				LOAD KVA	C O L O R	LOAD DESCRIPTION	CIRCUIT BRKR	CKT NO.							
					S I N O T	PHASE / NEUT. / GND	MIN SIZE	MIN COND SIZE												
1	30	2	EXISTING CIRCUITRY								WALL HEATER	30	2	2						
3																		4		
5	30	2									WATER HEATER							30	2	6
7																				8
9	20	1									RECEPTACLES							50	2	10
11	20	1									BATHROOM RECEPTACLE									12
13A	20	1	RECEPTACLES	EXISTING CIRCUITRY							PIGGY	20	1	14a						
13B	20	1	RECEPTACLES								BACK CB	20	1	14b						
15A	20	1	RECEPTACLES								PIGGY									
15B	20	1	REFRIGERATOR								BACK CB									
NOTE -- NOT APPLICABLE BECAUSE OF PIGGY BACK CIRCUIT BREAKERS																				



RECEPTACLE WEATHERPROOF COVER DETAIL

NOT TO SCALE

ELECTRICAL SCOPE OF WORK

- DISCONNECT AND REMOVE THE ELECTRICAL SPACE HEATERS AND PATCH THE WALL.
- REMOVE THE CIRCUIT BREAKERS FROM THE PANEL THAT FED THE EXISTING SPACE HEATERS INSTALL BLANKS IN UNUSED CIRCUIT BREAKER SPACES
- FURNISH & INSTALL ONE (1) NEW CIRCUIT BREAKERS IN EACH PANEL TO FEED THE NEW MINI-SPLIT AIR HANDLING UNITS AND CONDENSER UNIT AS FOLLOWS:
 - FOUR BEDROOM, SECTION B – CU, 2-POLE 50A
- FURNISH AND INSTALL 3/4" EMT CONDUIT AND (2) #8 AWG, CU & (1) #10 AWG, CU GROUND FROM THE EXISTING PANEL TO THE CU
- FURNISH & INSTALL A 60A, 2-POLE, NON-FUSED DISCONNECT SWITCH FOR THE CU. THE DISCONNECT SWITCH FOR THE CU SHALL BE NEMA 3R RATED. INDOOR UNITS ARE POWERED FROM THE EXTERIOR UNIT.
- VERIFY THE EXISTING EXTERIOR WEATHERPROOF RECEPTACLE HAS BEEN INSTALLED. IF NOT, THE ELECTRICAL CONTRACTOR SHALL FURNISH & INSTALL A NEW 20A, 120V WEATHERPROOF RECEPTACLE WITH WEATHERPROOF COVER.
- NOT USED

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4/19/2021 10:13 AM

STAFFORD ENGINEERING, INC.
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#	REVISION	DATE
4	OWNER CHANGES	JUNE 26, 2020

DATE: 09/14/16
DRAWN BY: R.A.M.
CHECKED BY: S.R.S.
JOB NUMBER: 16079

E-7

HVAC NOTES:

THESE MECHANICAL DRAWINGS CONFORM TO ALL REQUIREMENTS OUTLINED IN FMC 6th EDITION 2017.

A. THE HVAC CONTRACTOR SHALL INCLUDE THE FURNISHING OF ALL LABOR AND MATERIALS TO COMPLETE THE AIR CONDITIONING, HEATING, AND VENTILATING WORK AS SHOWN ON THE DRAWINGS TO INCLUDE, BUT NOT BE LIMITED TO THE FOLLOWING:

1. ALL PERMIT FEES
2. ALL AIR CONDITIONING EQUIPMENT
3. EXHAUST FANS AND SYSTEMS
4. MOTORS AND STARTERS FOR EQUIPMENT FURNISHED UNDER THIS WORK
5. SUPPLY AND RETURN DUCTWORK
6. OUTSIDE AIR AND EXHAUST AIR DUCTWORK
7. SUPPLY AND RETURN AIR GRILLES, REGISTERS, WEATHERPROOF DOVERS AND DAMPERS.
8. FILTERS AND STARTERS, ETC.
9. CONDENSATE DRAIN PIPING.
10. CONTROLS INCLUDING THERMOSTATS AND LOW VOLTAGE WIRING.
11. EQUIPMENT SUPPORTS, HANGERS, ETC.
12. TEST AND BALANCE OF ALL SYSTEMS.

B. CONDENSATE PIPING:

1. ALL AIR HANDLERS SHALL HAVE AUXILIARY DRAIN PANS WITH AUXILIARY DRAINS PIPED TO A CONSPICUOUS LOCATION AT THE EXTERIOR OF THE BUILDING. INSULATE CONDENSATE PIPE WITH 1/2" ANIMATEX.
2. CONDENSATE AND EMERGENCY CONDENSATE DRAINS SHALL BE SCHEDULE 40 PVC ASTM 2685
3. SLOPE HORIZONTAL CONDENSATE DRAINS A MINIMUM OF 1/4" PER FOOT.

C. NOT USED

D. EXHAUST SYSTEMS:

1. EXHAUST OUTLETS FOR DUCTS CONVERTING NOXIOUS GASES, FLAMMABLE VAPORS, CORROSIVE VAPORS, AND DUCTS SERVING COMMERCIAL FOOD COOKING AND PROCESSING EQUIPMENT, SHALL TERMINATE OUTSIDE THE BUILDING AND SHALL BE LOCATED 10' FROM ANY ADJACENT BUILDING, PARKING AREA, ADJACENT PROPERTY LINE, WINDOW, DOOR OR AIR INTAKE OPENING AND SHALL BE LOCATED AT LEAST 10' ABOVE THE ADJACING GRADE.

E. REFRIGERANT LINES:

1. SIZE ALL REFRIGERANT LINES TO MEET THE MANUFACTURERS RECOMMENDATIONS.
2. INSULATE ALL SUCTON LINES WITH 1/2" ANIMATEX INSULATION, INSTALLED TO MEET THE MANUFACTURERS INSTRUCTIONS.
3. ANY REFRIGERANT LINES RUNNING UNDERGROUND SHALL BE WITHIN A PVC PIPE CHASE.

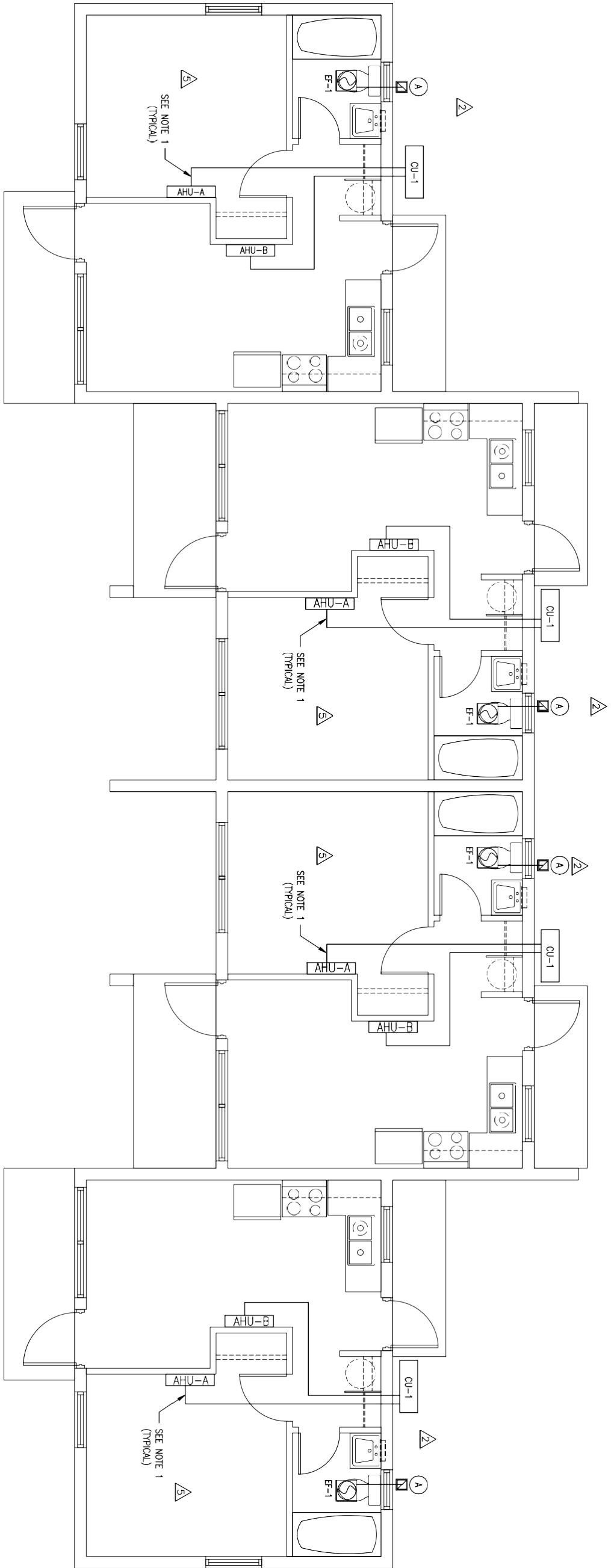
F. NOT USED

G. THERMOSTATS:

1. EACH AIR CONDITIONING SYSTEM SHALL HAVE A 24 VOLT THERMOSTAT MOUNTED AT 5'-0" ABOVE FINISHED FLOOR. THERMOSTATS SHALL BE ONE STAGE COOL, ONE STAGE HEAT WITH "AUTO-ON" FAN SWITCH AND "HEAT-OFF" COOL" SYSTEM SWITCH. PROVIDE TWO STAGE COOL AND TWO STAGE HEAT THERMOSTATS FOR TWO STAGE UNITS, WHERE REQUIRED. PROVIDE LISTED THERMOSTATS THAT ARE SHOWN ON THE EQUIPMENT SCHEDULE.
2. HVAC CONTRACTOR SHALL FURNISH AND INSTALL ALL CONTROL WIRING AND CONDUIT AS REQUIRED.

H. TESTING AND BALANCING:

1. HVAC SUBCONTRACTOR SHALL PROVIDE LABOR TO TEST AND ADJUST ALL AIR FLOW RATES AT THE TIME OF THE ORIGINAL COMMISSIONING OF THE SYSTEM AND PROVIDE A REPORT TO THE GENERAL CONTRACTOR. THEY HAVE THE ADDITIONAL RESPONSIBILITY FOR ONE ADDITIONAL VISIT TO THE PROJECT FOR COMFORT BALANCING WITHIN SIX MONTHS FROM THE TIME THE PROPERTY IS TURNED OVER TO THE OWNER.



SECTION A - QUADPLEX MECHANICAL PLAN

SCALE: 1/4" = 1'-0"

MECHANICAL EQUIPMENT SCHEDULE													
MARK	MODEL	CFM	O.A.	VOLTAGE	WCA	SEER/HSEER	SHRNS	Q.P.	TODL	Q.P.	EXT	WGT.	FLA
AHU-A	DHSSM2039A3	210/290	---	208/230/7/60	2	19.0/7.00	5.93	6.50	80/67	19.15	---	---	1, 2
AHU-B	DHSSM202A3	210/290	---	208/230/7/60	2	19.0/7.00	7.35	10.5	80/67	19.15	---	---	1, 2
OU-1	580ARD 08--3	1700	---	208/230/7/60	18	19.0/7.00	17.68	18.0	95	105.5	42	---	25

1. PROVIDE MANUFACTURERS WIRELESS THERMOSTAT CONTROLS.
2. SIZE REFRIGERANT PIPING TO MEET THE MANUFACTURERS RECOMMENDATIONS.

EXHAUST FAN SCHEDULE											
MARK	MFG.	MODEL	TYPE	C.F.M.	S.P.	H.P.	R.P.M.	VOLT.	CURR	B.L.D.	REMARKS
ET-1	BROAN	671	CILING	70	.25	3 AMPS	---	120	YES	---	SWITCH WITH LIGHTS

AIR DISTRIBUTION SCHEDULE				
MARK	MFG.	MODEL	SIZE	DIRECTION
A	WELFARE	RH-1	6 x 6	EXHAUST

COND. UNIT TIE DOWN SCHEDULE

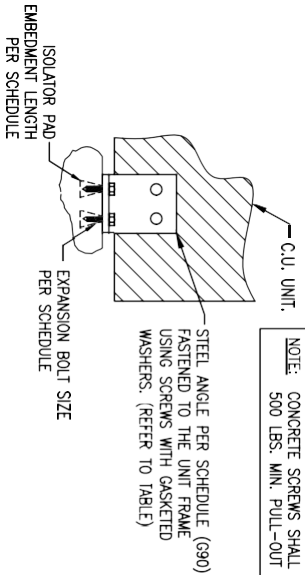
CABINET				CONCRETE PAD		STEEL ANGLE	
UNIT SIZE	# SCREWS	SM SCREW DIAMETER	# CONCRETE EXPN.S. BOLTS	EMBEDMENT	STEEL ANGLE		
12" THRU 24"	1	3/16" DIA.	1/4"	1 1/4"	1X1X1/4"		
24" THRU 36"	2	1/4" DIA.	1/4"	1 1/2"	2X2X1/4"		
36" THRU 50"	3	1/4" DIA.	1/4"	1 1/2"	2X2X1/4"		
50" OR 5 TON	4	1/4" DIA.	1/4"	1 3/4"	2X2X1/4"		

MAXIMUM WIND SPEED OF 150 MILES PER HOUR.

NOTE: CONDENSING UNITS TO BE MOUNTED ON CONCRETE PAD. PROVIDE

ALL CLEARANCES FOR ACCESS AND AIR FLOW.

NOTE: CONCRETE SCREWS SHALL BE RATED FOR 500 LBS. MIN. PULL-OUT CAPACITY.



TYPICAL BUSINESS SPLIT SYSTEM DETAIL

SCALE: NOT TO SCALE

DRAWING NOTES:

1. ROUTE REFRIGERANT LINES ABOVE CEILING FROM THE NEW AIR HANDLING UNIT TO THE EXTERIOR CONDENSER ACCORDING TO THE MANUFACTURERS REQUIREMENTS.

4/19/2021 10:12 AM

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DATE: 09/14/16
DRAWN BY: R.A.M.
CHECKED BY: S.R.S.
JOB NUMBER: 16079

SEPTEMBER 14, 2020
OWNER CHANGES 2/6, 2020
CODE COMMENTS 2, 2017
CODE COMMENTS 12, 2017
CODE COMMENTS 30, 2017
REVISION DATE

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SE STAFFORD ENGINEERING, INC.

3525 Bonita Beach Rd., Suite 110, Bonita Springs, FL 34134
239-948-5841 / 239-948-5990 FAX

Steven R. Stafford - PE - Florida License # 34664
Certificate Of Authorization No. 26464

PROJECT NAME:

Farm Worker Village
Collier County Housing Authority

1800 Farm Worker Way
Immokalee, Florida 34142

THE FIRM HAS BEEN ELECTRONICALLY SIGNED AND SEALED BY STEVEN R. STAFFORD ON THE PRINTED COPIES OF THIS DOCUMENT AND THE ORIGINAL SIGNED AND SEALED AND THE ELECTRONIC COPIES OF THIS DOCUMENT.

HVAC NOTES:

THESE MECHANICAL DRAWINGS CONFORM TO ALL REQUIREMENTS OUTLINED IN PWC 6th EDITION 2017.

A. THE HVAC CONTRACTOR SHALL INCLUDE THE FURNISHING OF ALL LABOR AND MATERIALS TO COMPLETE THE AIR CONDITIONING, HEATING, AND VENTILATING WORK AS SHOWN ON THE DRAWINGS TO INCLUDE, BUT NOT BE LIMITED TO THE FOLLOWING:

1. ALL PERMIT FEES
2. ALL AIR CONDITIONING EQUIPMENT
3. EXHAUST FANS AND SYSTEMS
4. MOTORS AND STARTERS FOR EQUIPMENT FURNISHED UNDER THIS WORK
5. SUPPLY AND RETURN DUCTWORK
6. OUTSIDE AIR AND EXHAUST AIR DUCTWORK
7. SUPPLY AND RETURN AIR GRILLES, REGISTERS, WEATHERPROOF LOUVERS AND DAMPERS.
8. FILTERS AND STARTERS, ETC.
9. CONDENSATE DRAIN PIPING.
10. CONTROLS INCLUDING THERMOSTATS AND LOW VOLTAGE WIRING.
11. EQUIPMENT SUPPORTS, HANGERS, ETC.
12. TEST AND BALANCE OF ALL SYSTEMS.

B. CONDENSATE PIPING:

1. ALL AIR HANDLERS SHALL HAVE AUXILIARY DRAIN PANS WITH AUXILIARY DRAINS PIPED TO A CONSPICUOUS LOCATION AT THE EXTERIOR OF THE BUILDING. INSULATE CONDENSATE PIPE WITH 1/2" ARMAFLEX.
2. CONDENSATE AND EMERGENCY CONDENSATE DRAINS SHALL BE SCHEDULE 40 PWC ASTM 2665
3. SLOPE HORIZONTAL CONDENSATE DRAINS A MINIMUM OF 1/4" PER FOOT.

C. NOT USED

D. EXHAUST SYSTEMS:

1. EXHAUST OUTLETS FOR DUCTS CONVEYING NOXIOUS GASES, FLAMMABLE VAPORS, CORROSIVE VAPORS, AND DUCTS SERVING COMMERCIAL FOOD COOKING AND PROCESSING EQUIPMENT, SHALL TERMINATE OUTSIDE THE BUILDING AND SHALL BE LOCATED 10' FROM ANY ADJACENT BUILDING, PARKING AREA, ADJACENT PROPERTY LINE, WINDOW, DOOR OR AIR INTAKE OPENING AND SHALL BE LOCATED AT LEAST 10' ABOVE THE ADJACING GRADE.

E. REFRIGERANT LINES:

1. SIZE ALL REFRIGERANT LINES TO MEET THE MANUFACTURERS RECOMMENDATIONS.
2. INSULATE ALL SUCTION LINES WITH 1/2" ARMAFLEX INSULATION, INSTALLED TO MEET THE MANUFACTURERS INSTRUCTIONS.
3. ANY REFRIGERANT LINES RUNNING UNDERGROUND SHALL BE WITHIN A PWC PIPE CHASE.

F. NOT USED

G. THERMOSTATS:

1. EACH AIR CONDITIONING SYSTEM SHALL HAVE A 24 VOLT THERMOSTAT MOUNTED AT 5'-0" ABOVE FINISHED FLOOR. THERMOSTATS SHALL BE ONE STAGE COOL, ONE STAGE HEAT WITH "AUTO-OFF" FAN SWITCH AND "HEAT-OFF" COOL" SYSTEM SWITCH. PROVIDE TWO STAGE COOL AND TWO STAGE HEAT THERMOSTATS FOR TWO STAGE UNITS, WHERE REQUIRED. PROVIDE LISTED THERMOSTATS THAT ARE SHOWN ON THE EQUIPMENT SCHEDULE.
2. HVAC CONTRACTOR SHALL FURNISH AND INSTALL ALL CONTROL WIRING AND CONDUIT AS REQUIRED.

H. TESTING AND BALANCING:

1. HVAC SUBCONTRACTOR SHALL PROVIDE LABOR TO TEST AND ADJUST ALL AIR FLOW RATES AT THE TIME OF THE ORIGINAL COMMISSIONING OF THE SYSTEM AND PROVIDE A REPORT TO THE GENERAL CONTRACTOR. THEY HAVE THE ADDITIONAL RESPONSIBILITY FOR ONE ADDITIONAL VISIT TO THE PROJECT FOR COMFORT BALANCING WITHIN SIX MONTHS FROM THE TIME THE PROPERTY IS TURNED OVER TO THE OWNER.

CONTRACTOR SHALL FURNISH & INSTALL
NEW PRE-ENGINEERED CONCRETE PAD.

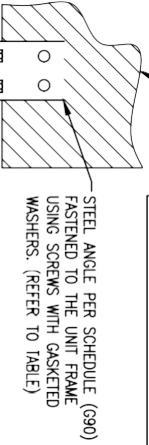
COND. UNIT TIE DOWN SCHEDULE

CABINET			CONCRETE PAD		
UNIT SIZE	# SCREWS	SM SCREW DIAMETER	# CONCRETE EXPANS. BOLTS	EMBEDMENT	STEEL ANGLE
12"	1	3/16" DIA.	1/4"	1 1/4"	1X1 3/4 X 1/4"
12" THRU 24"	2	1/4" DIA.	1/4"	1 1/2"	2X2 3/4 X 1/4"
24" THRU 36"	3	1/4" DIA.	1/4"	1 1/2"	2X2 3/4 X 1/4"
36" OR 5 TON	4	1/4" DIA.	1/4"	1 3/4"	2X2 3/4 X 1/4"

MAXIMUM WIND SPEED OF 150 MILES PER HOUR.

NOTE: CONDENSING UNITS TO BE MOUNTED ON CONCRETE PAD. PROVIDE ALL CLEARANCES FOR ACCESS AND AIR FLOW.

NOTE: CONCRETE SCREWS SHALL BE RATED FOR 500 LBS. MIN. PULL-OUT CAPACITY.



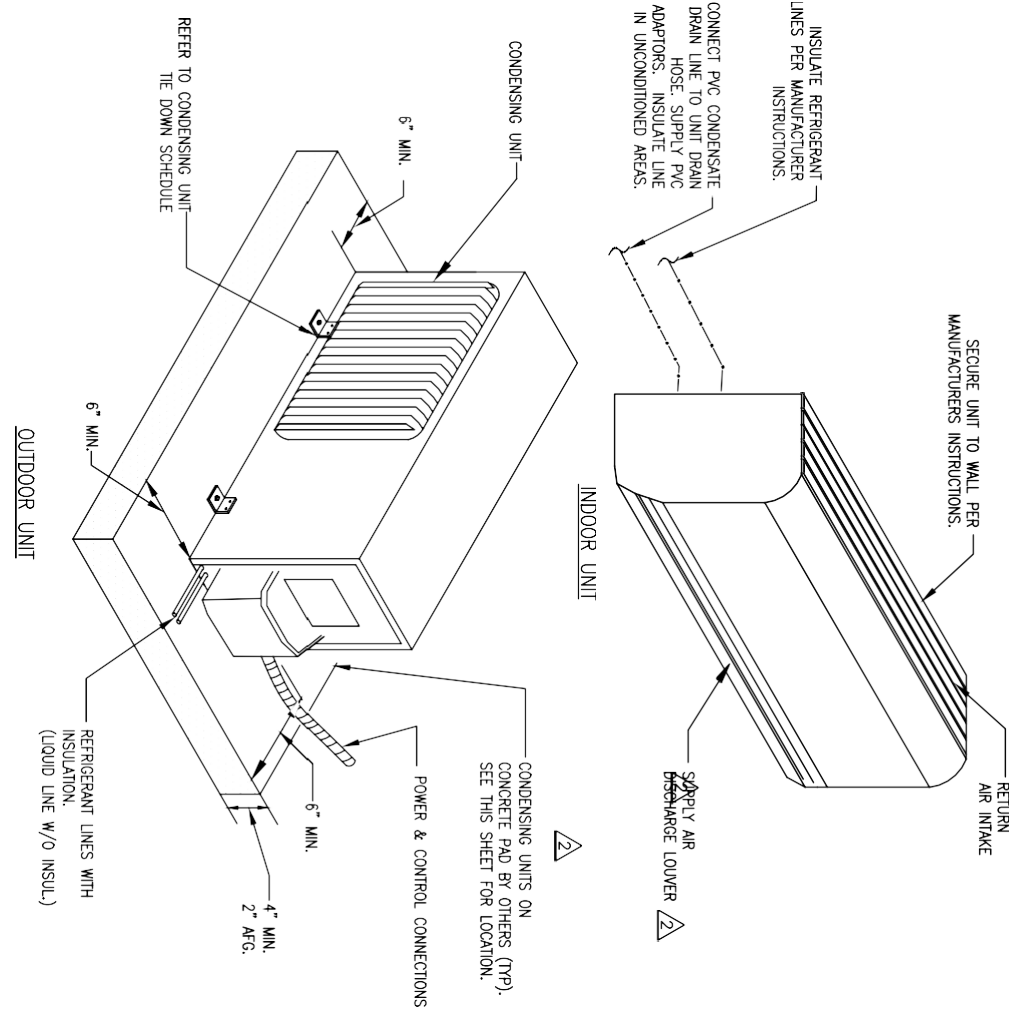
ISOLATOR PAD
EMBEDMENT LENGTH
PER SCHEDULE

EXPANSION BOLT SIZE
PER SCHEDULE

STEEL ANGLE PER SCHEDULE (390)
FASTENED TO THE UNIT FRAME
USING SCREWS WITH SPACED
WASHERS. (REFER TO TABLE.)

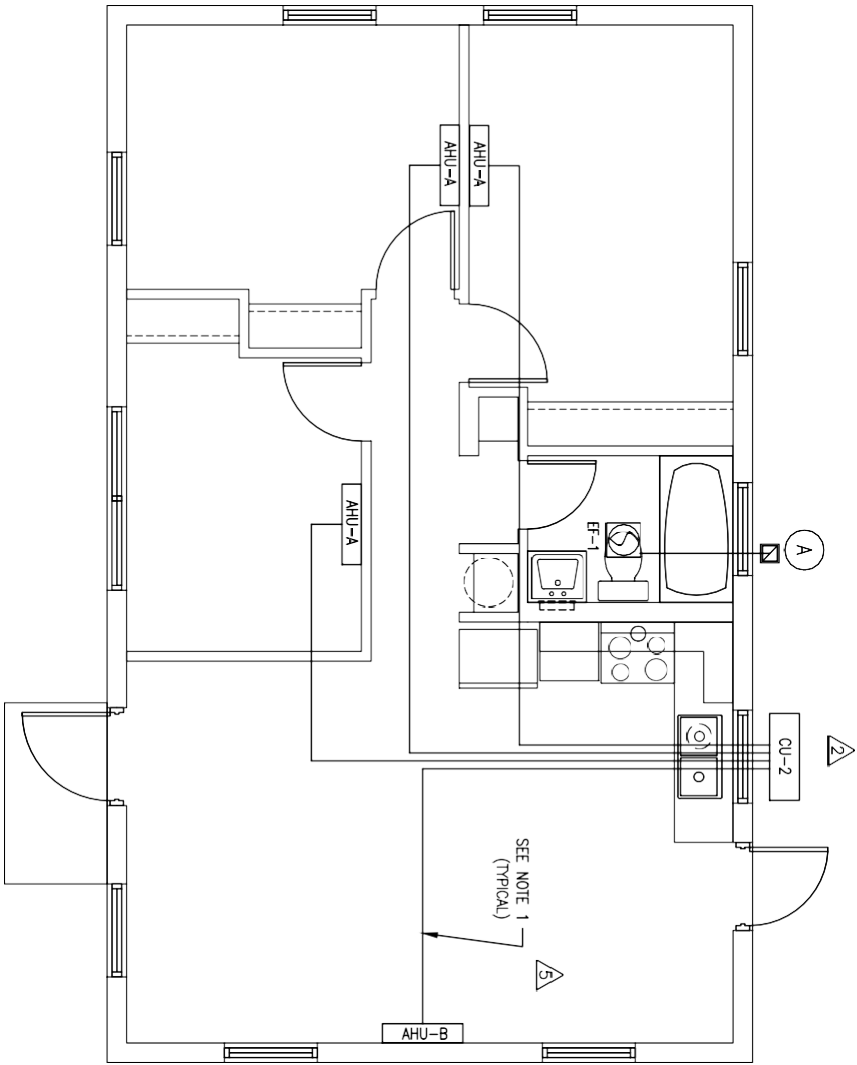
TYPICAL BUSINESS SPLIT SYSTEM DETAIL

SCALE: NOT TO SCALE



SECTION A - 3 BEDROOM MECHANICAL PLAN

SCALE: 1/4" = 1'-0"



MECHANICAL EQUIPMENT SCHEDULE													
MARK	MODEL	CFM	O.A.	VOLTAGE	MCA	SEER	SENS. CAP.	TOTAL CAP.	EAT	WGT.	F.L.A.	RW	NOTES
AHU-A	DHWSHQ09X43	210/360	----	208/230/1/60	.2	19.0/10.0	5.95	8.50	80/67	19.18	.33	----	1, 2
AHU-B	DHWSHQ12X43	210/360	----	208/230/1/60	.2	19.0/10.0	7.35	10.5	80/67	19.18	.33	----	1, 2
CU-2	136MRQ300--3	2130	----	208/230/1/60	.30	19.0/10.0	12.6	25.5	95	156.5	----	----	45

1. PROVIDE CARRIER STATISTICAL-A COMMUNICATING THERMOSTAT CONTROLLER.

2. SIZE REFRIGERANT PIPING TO MEET THE MANUFACTURERS RECOMMENDATIONS.

3. SUPPLY WITH REMOTE CONDENSATE PUMP TO PUMP TO CONDENSING UNIT LOCATION.

EXHAUST FAN SCHEDULE									
MARK	MFG.	MODEL	TYPE	C.F.M.	S.P.	H.P.	R.P.M.	VOLT.	COMB.
EF-1	BROWN	671	CEILING	70	.25	5 AMPS	----	120	NO

REMARKS: SWITCH WITH LIGHTS

AIR DISTRIBUTION SCHEDULE					
MARK	MFG.	MODEL	SIZE	DIRECTION	ACCESS.
A	METALARE	RH-1	6 x 6	EXHAUST	INSECT SCREEN

DRAWING NOTES:

1. ROUTE REFRIGERANT LINES ABOVE CEILING FROM THE NEW AIR HANDLING UNIT TO THE EXTERIOR CONDENSER ACCORDING TO THE MANUFACTURERS REQUIREMENTS.

THIS DESIGN AND THE DRAWINGS THEREFORE, PREPARED FOR THIS PROJECT, ARE THE PROPERTY OF THE ENGINEER, STAFFORD ENGINEERING, INC., AND THE DESIGN AND/OR DRAWINGS MAY NOT BE USED IN WHOLE OR IN PART FOR ANY USE OTHER THAN FOR THE ORIGINAL PROJECT FOR WHICH THE DESIGN AND/OR DRAWINGS WERE PREPARED. WITHOUT EXPRESSED WRITTEN PERMISSION OF THE ENGINEER, STAFFORD ENGINEERING, INC. NO BUILDING PERMIT SHALL BE ISSUED BY ANY BUILDING DEPARTMENT, UNLESS THIS DOCUMENT BEARS THE ORIGINAL SEAL AND SIGNATURE OF THE ENGINEER, STAFFORD ENGINEERING, INC.

DATE: 09/14/16

DRAWN BY: RAM

CHECKED BY: S.R.S.

JOB NUMBER: 16079

CODE

COMMENTS 14, 2020

OWNER CHANGES 26, 2020

CODE

COMMENTS 2, 2017

CODE

COMMENTS 12, 2017

CODE

COMMENTS 30, 2017

#

REVISION

DATE

SEPTEMBER

NOVEMBER

JUNE

MAY

DATE

SE STAFFORD ENGINEERING, INC.

3525 Bonita Beach Rd., Suite 110, Bonita Springs, FL 34134

239-948-5841 / 239-948-5990 FAX

Steven R. Stafford - PE - Florida License # 34664

Certificate Of Authorization No. 26464

PROJECT NAME:

Farm Worker Village

Collier County Housing Authority

1800 Farm Worker Way

Immokalee, Florida 34142

THE FIRM HAS BEEN ELECTRONICALLY SIGNED AND SEALED BY STEVEN R. STAFFORD ON THE DATE OF 09/14/16. THE FIRM HAS BEEN ELECTRONICALLY SIGNED AND SEALED BY STEVEN R. STAFFORD ON THE DATE OF 09/14/16. THE FIRM HAS BEEN ELECTRONICALLY SIGNED AND SEALED BY STEVEN R. STAFFORD ON THE DATE OF 09/14/16.

HVAC NOTES:

THESE MECHANICAL DRAWINGS CONFORM TO ALL REQUIREMENTS OUTLINED IN PRC 6th EDITION 2017.

A. THE HVAC CONTRACTOR SHALL INCLUDE THE FURNISHING OF ALL LABOR AND MATERIALS TO COMPLETE THE AIR CONDITIONING, HEATING, AND VENTILATING WORK AS SHOWN ON THE DRAWINGS TO INCLUDE, BUT NOT BE LIMITED TO THE FOLLOWING:

1. ALL PERMIT FEES
2. ALL AIR CONDITIONING EQUIPMENT
3. EXHAUST FANS AND SYSTEMS
4. MOTORS AND STARTERS FOR EQUIPMENT FURNISHED UNDER THIS WORK
5. SUPPLY AND RETURN DUCTWORK
6. OUTSIDE AIR AND EXHAUST AIR DUCTWORK
7. SUPPLY AND RETURN AIR GRILLES, REGISTERS, WEATHERPROOF LOUVERS AND DAMPERS.
8. FILTERS AND STARTERS, ETC.
9. CONDENSATE DRAIN PIPING.
10. CONTROLS INCLUDING THERMOSTATS AND LOW VOLTAGE WIRING.
11. EQUIPMENT SUPPORTS, HANGERS, ETC.
12. TEST AND BALANCE OF ALL SYSTEMS.

B. CONDENSATE PIPING:

1. ALL AIR HANDLERS SHALL HAVE AUXILIARY DRAIN PANS WITH AUXILIARY DRAINS PIPED TO A CONSPICUOUS LOCATION AT THE EXTERIOR OF THE BUILDING. INSULATE CONDENSATE PIPE WITH 1/2" ARMAFLEX.
2. CONDENSATE AND EMERGENCY CONDENSATE DRAINS SHALL BE SCHEDULE 40 PRC ASTM 2685
3. SLOPE HORIZONTAL CONDENSATE DRAINS A MINIMUM OF 1/4" PER FOOT.

C. NOT USED

D. EXHAUST SYSTEMS:

1. EXHAUST OUTLETS FOR DUCTS CONVEYING NOXIOUS GASES, FLAMMABLE VAPORS, CORROSIVE VAPORS, AND DUCTS SERVING COMMERCIAL FOOD COOKING AND PROCESSING EQUIPMENT, SHALL TERMINATE OUTSIDE THE BUILDING AND SHALL BE LOCATED 10' FROM ANY ADJACENT BUILDING, PARKING AREA, ADJACENT PROPERTY LINE, WINDOW, DOOR OR AIR INTAKE OPENING AND SHALL BE LOCATED AT LEAST 10' ABOVE THE ADJOINING GRADE.

E. REFRIGERANT LINES:

1. SIZE ALL REFRIGERANT LINES TO MEET THE MANUFACTURERS RECOMMENDATIONS.
2. INSULATE ALL SUCTON LINES WITH 1/2" ARMAFLEX INSULATION, INSTALLED TO MEET THE MANUFACTURERS INSTRUCTIONS.
3. ANY REFRIGERANT LINES RUNNING UNDERGROUND SHALL BE WITHIN A PRC PIPE CHASE.

F. NOT USED

G. THERMOSTATS:

1. EACH AIR CONDITIONING SYSTEM SHALL HAVE A 24 VOLT THERMOSTAT MOUNTED AT 5'-0" ABOVE FINISHED FLOOR. THERMOSTATS SHALL BE ONE STAGE COOL, ONE STAGE HEAT, WITH "AUTO-OFF" FAN SWITCH AND "HEAT-OFF" COOL" SYSTEM SWITCH. PROVIDE TWO STAGE COOL AND TWO STAGE HEAT THERMOSTATS FOR TWO STAGE UNITS, WHERE REQUIRED. PROVIDE LISTED THERMOSTATS THAT ARE SHOWN ON THE EQUIPMENT SCHEDULE.
2. HVAC CONTRACTOR SHALL FINISH AND INSTALL ALL CONTROL WIRING AND CONDUIT AS REQUIRED.

H. TESTING AND BALANCING:

1. HVAC SUBCONTRACTOR SHALL PROVIDE LABOR TO TEST AND ADJUST ALL AIR FLOW RATES AT THE TIME OF THE ORIGINAL COMMISSIONING OF THE SYSTEM AND PROVIDE A REPORT TO THE GENERAL CONTRACTOR. THEY HAVE THE ADDITIONAL RESPONSIBILITY FOR ONE ADDITIONAL VISIT TO THE PROJECT FOR COMFORT BALANCING WITHIN SIX MONTHS FROM THE TIME THE PROPERTY IS TURNED OVER TO THE OWNER.

CONTRACTOR SHALL FINISH & INSTALL
NEW PRE-ENGINEERED CONCRETE PAD.

COND. UNIT TIE DOWN SCHEDULE

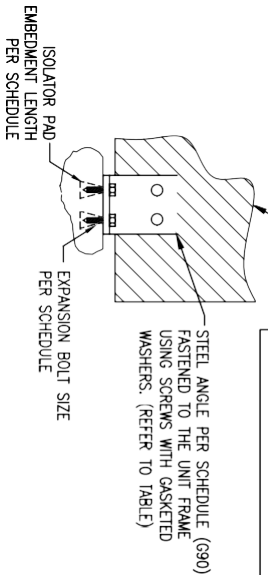
CABINET			CONCRETE PAD		
UNIT SIZE	# SCREWS	SM SCREW DIAMETER	# CONCRETE EXPANS. BOLTS	EMBEDMENT	STEEL ANGLE
12"	1	3/16" DIA.	1/4"	1 1/4"	1X1X1/4"
12" THRU 24"	2	1/4" DIA.	1/4"	1 1/2"	2X2X1/4"
24" THRU 36"	3	1/4" DIA.	1/4"	1 1/2"	2X2X1/4"
36" OR 5 TON	4	1/4" DIA.	1/4"	1 3/4"	2X2X1/4"

MAXIMUM WIND SPEED OF 150 MILES PER HOUR.

NOTE: CONDENSING UNITS TO BE MOUNTED ON CONCRETE PAD. PROVIDE

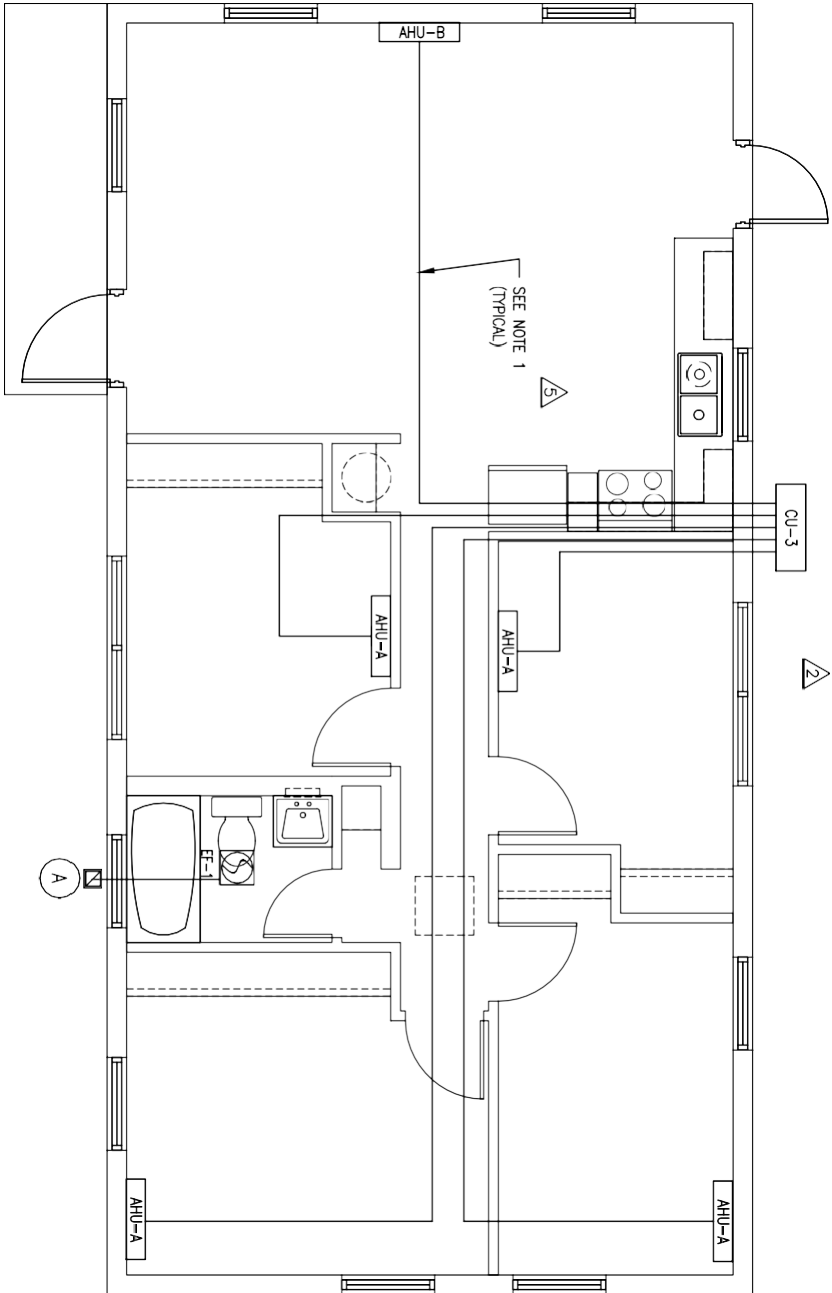
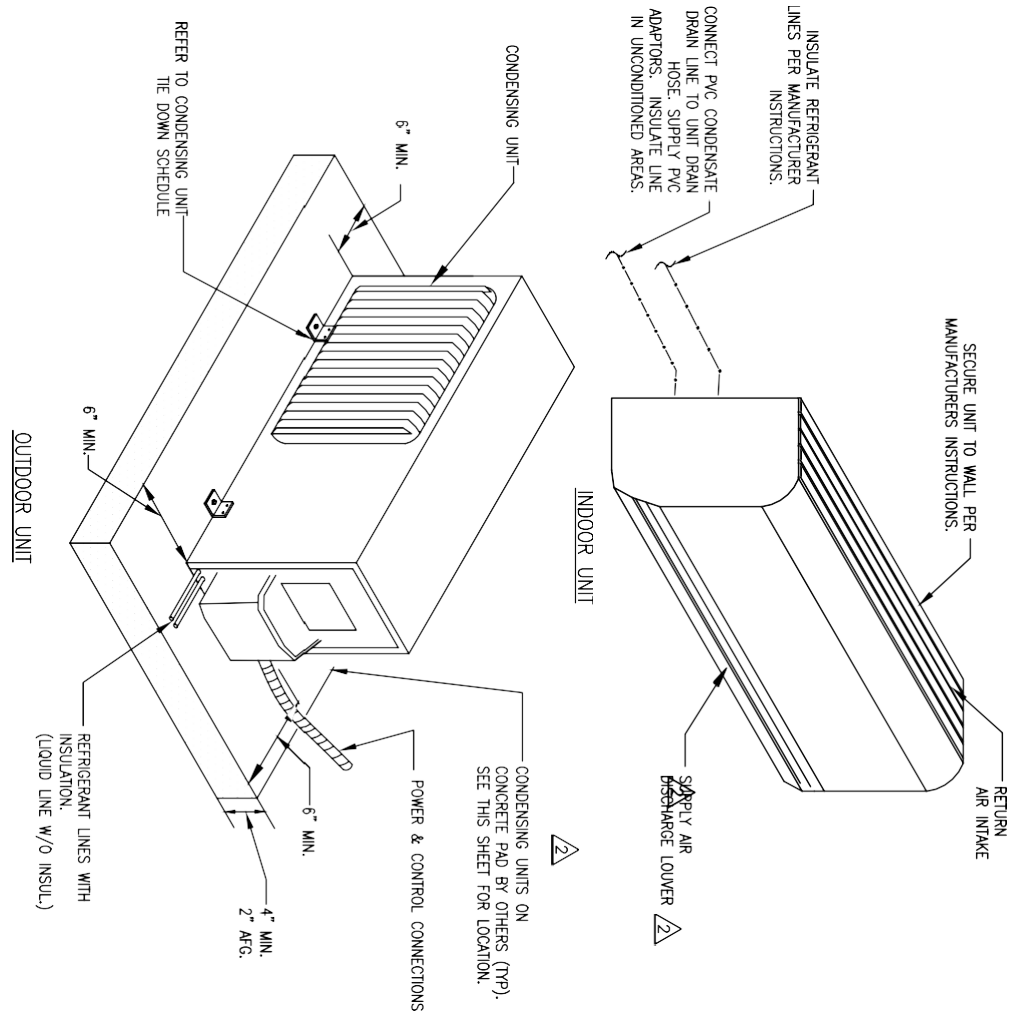
ALL CLEARANCES FOR ACCESS AND AIR FLOW.

NOTE: CONCRETE SCREWS SHALL BE RATED FOR
500 LBS. MIN. PULL-OUT CAPACITY.



TYPICAL BUSINESS SPLIT SYSTEM DETAIL

SCALE: NOT TO SCALE



SECTION A - 4 BEDROOM MECHANICAL PLAN

SCALE: 1/4" = 1'-0"

MECHANICAL EQUIPMENT SCHEDULE

MARK	MODEL	CFM	O.A.	VOLUME	W.C.A.	SER.	SENS. CAP.	TOTAL CAP.	EAT	WGT.	F.L.A.	N.W.	ROSE	NOTES
AHU-A	DIMSHAO09AX1	210/280	---	208/230/1/60	.2	19.0/10.0	5.95	8.50	80/67	19.18	.33	---	---	1, 2
AHU-B	DIMSHAO12AX1	210/280	---	208/230/1/60	.2	19.0/10.0	7.35	10.5	80/67	19.18	.33	---	---	1, 2
CU-3	38MGR04E--3	4500	---	208/230/1/60	.35	19.0/10.0	12.6	44.5	95	22.28	---	---	---	50

1. PROVIDE MANUFACTURERS WIRELESS THERMOSTAT CONTROLLER.
2. SIZE REFRIGERANT PIPING TO MEET THE MANUFACTURERS RECOMMENDATIONS.

EXHAUST FAN SCHEDULE

MARK	MFG.	MODEL	TYPE	C.F.M.	S.P.	A.F.F.	R.P.M.	VOLT.	CHRG	B.O.D.	REMARKS
EF-1	BRON	671	CEILING	70	.25	3 AMPS	---	120	YES	---	SWITCH WITH LIGHTS

AIR DISTRIBUTION SCHEDULE

MARK	MFG.	MODEL	SIZE	DIRECTION	ACCOS.
A	METALURE	RI-1	6 x 6	EXHAUST	INSECT SCREEN

DRAWING NOTES:

1. ROUTE REFRIGERANT LINES ABOVE CEILING FROM THE NEW AIR HANDLING UNIT TO THE EXTERIOR CONDENSER ACCORDING TO THE MANUFACTURERS REQUIREMENTS.

PROJECT NAME:

Farm Worker Village
Collier County Housing Authority

1800 Farm Worker Way
Immokalee, Florida 34142



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239-948-5841 / 239-948-5990 FAX

Steven R. Stafford - PE - Florida License # 34664
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CODE	SEPTEMBER
COMMENTS	14, 2020
OWNER	CHANGES
DATE	26, 2020
CODE	NOVEMBER
COMMENTS	2, 2017
CODE	JUNE
COMMENTS	12, 2017
CODE	MAY
COMMENTS	30, 2017
#	REVISION
DATE	DATE

DATE:	09/14/16
DRAWN BY:	RAAM
CHECKED BY:	S.R.S.
JOB NUMBER:	16079

M-4

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HVAC NOTES:

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A. THE HVAC CONTRACTOR SHALL INCLUDE THE FURNISHING OF ALL LABOR AND MATERIALS TO COMPLETE THE AIR CONDITIONING, HEATING, AND VENTILATING WORK AS SHOWN ON THE DRAWINGS TO INCLUDE, BUT NOT BE LIMITED TO THE FOLLOWING:

1. ALL PERMIT FEES
2. ALL AIR CONDITIONING EQUIPMENT
3. EXHAUST FANS AND SYSTEMS
4. MOTORS AND STARTERS FOR EQUIPMENT FURNISHED UNDER THIS WORK
5. SUPPLY AND RETURN DUCTWORK
6. OUTSIDE AIR AND EXHAUST AIR DUCTWORK
7. SUPPLY AND RETURN AIR GRILLES, REGISTERS, WEATHERPROOF DOVERS AND DAMPERS.
8. FILTERS AND STARTERS, ETC.
9. CONDENSATE DRAIN PIPING.
10. CONTROLS INCLUDING THERMOSTATS AND LOW VOLTAGE WIRING.
11. EQUIPMENT SUPPORTS, HANGERS, ETC.
12. TEST AND BALANCE OF ALL SYSTEMS.

B. CONDENSATE PIPING:

1. ALL AIR HANDLERS SHALL HAVE AUXILIARY DRAIN PANS WITH AUXILIARY DRAINS PIPED TO A CONSPICUOUS LOCATION AT THE EXTERIOR OF THE BUILDING. INSULATE CONDENSATE PIPE WITH 1/2" ARMAFLEX.
2. CONDENSATE AND EMERGENCY CONDENSATE DRAINS SHALL BE SCHEDULE 40 PVC ASTM 2685
3. SLOPE HORIZONTAL CONDENSATE DRAINS A MINIMUM OF 1/4" PER FOOT.

C. NOT USED

D. EXHAUST SYSTEMS:

1. EXHAUST OUTLETS FOR DUCTS CONVERTING NOXIOUS GASES, FLAMMABLE VAPORS, CORROSIVE VAPORS, AND DUCTS SERVING COMMERCIAL FOOD COOKING AND PROCESSING EQUIPMENT, SHALL TERMINATE OUTSIDE THE BUILDING AND SHALL BE LOCATED 10' FROM ANY ADJACENT BUILDING, PARKING AREA, ADJACENT PROPERTY LINE, WINDOW, DOOR OR AIR INTAKE OPENING AND SHALL BE LOCATED AT LEAST 10' ABOVE THE ADJOINING GRADE.

E. REFRIGERANT LINES:

1. SIZE ALL REFRIGERANT LINES TO MEET THE MANUFACTURERS RECOMMENDATIONS.
2. INSULATE ALL SUCTON LINES WITH 1/2" ARMAFLEX INSULATION, INSTALLED TO MEET THE MANUFACTURERS INSTRUCTIONS.
3. ANY REFRIGERANT LINES RUNNING UNDERGROUND SHALL BE WITHIN A PVC PIPE CHASE.

F. NOT USED

G. THERMOSTATS:

1. EACH AIR CONDITIONING SYSTEM SHALL HAVE A 24 VOLT THERMOSTAT MOUNTED AT 5'-0" ABOVE FINISHED FLOOR. THERMOSTATS SHALL BE ONE STAGE COOL, ONE STAGE HEAT WITH "AUTO-OFF" FAN SWITCH AND "HEAT-OFF" COOL" SYSTEM SWITCH. PROVIDE TWO STAGE COOL AND TWO STAGE HEAT THERMOSTATS FOR TWO STAGE UNITS, WHERE REQUIRED. PROVIDE LISTED THERMOSTATS THAT ARE SHOWN ON THE EQUIPMENT SCHEDULE.
2. HVAC CONTRACTOR SHALL FURNISH AND INSTALL ALL CONTROL WIRING AND CONDUIT AS REQUIRED.

H. TESTING AND BALANCING:

1. HVAC SUBCONTRACTOR SHALL PROVIDE LABOR TO TEST AND ADJUST ALL AIR FLOW RATES AT THE TIME OF THE ORIGINAL COMMISSIONING OF THE SYSTEM AND PROVIDE A REPORT TO THE GENERAL CONTRACTOR. THEY HAVE THE ADDITIONAL RESPONSIBILITY FOR ONE ADDITIONAL VISIT TO THE PROJECT FOR COMFORT BALANCING WITHIN SIX MONTHS FROM THE TIME THE PROPERTY IS TURNED OVER TO THE OWNER.

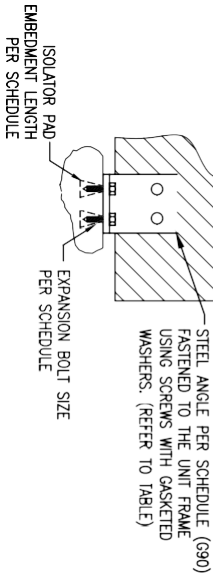
CONTRACTOR SHALL FINISH & INSTALL
NEW PRE-ENGINEERED CONCRETE PAD.

COND. UNIT TIE DOWN SCHEDULE

CABINET			CONCRETE PAD		
UNIT SIZE	# SCREWS PER SIDE	SM. SCREW DIAMETER	# CONCRETE EXPANS. BOLTS	EMBEDMENT	STEEL ANGLE
12" THRU 24"	1	3/16" DIA.	1/4"	1 1/4"	1X1X1/4"
24" THRU 36"	2	1/4" DIA.	1/4"	1 1/2"	2X2X1/4"
36" OR 5 TON	3	1/4" DIA.	1/4"	1 1/2"	2X2X1/4"
	4	1/4" DIA.	1/4"	1 3/4"	2X2X1/4"

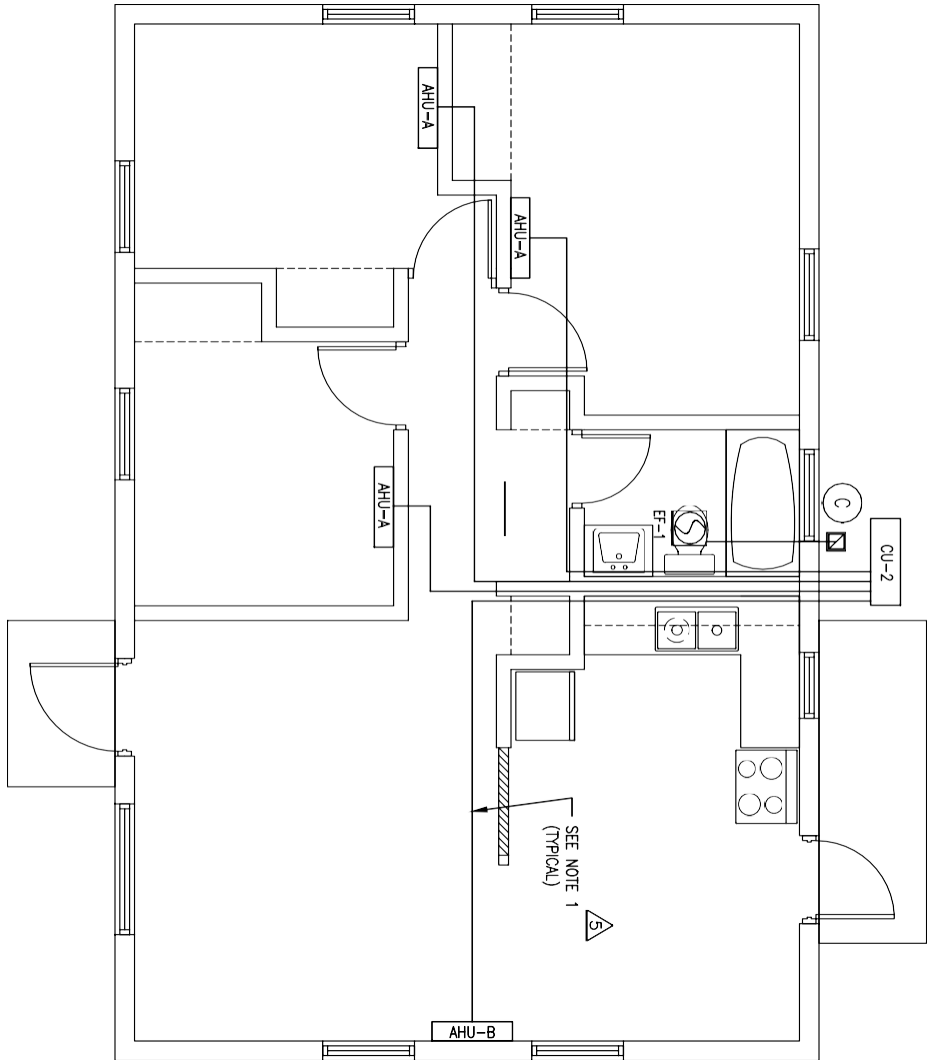
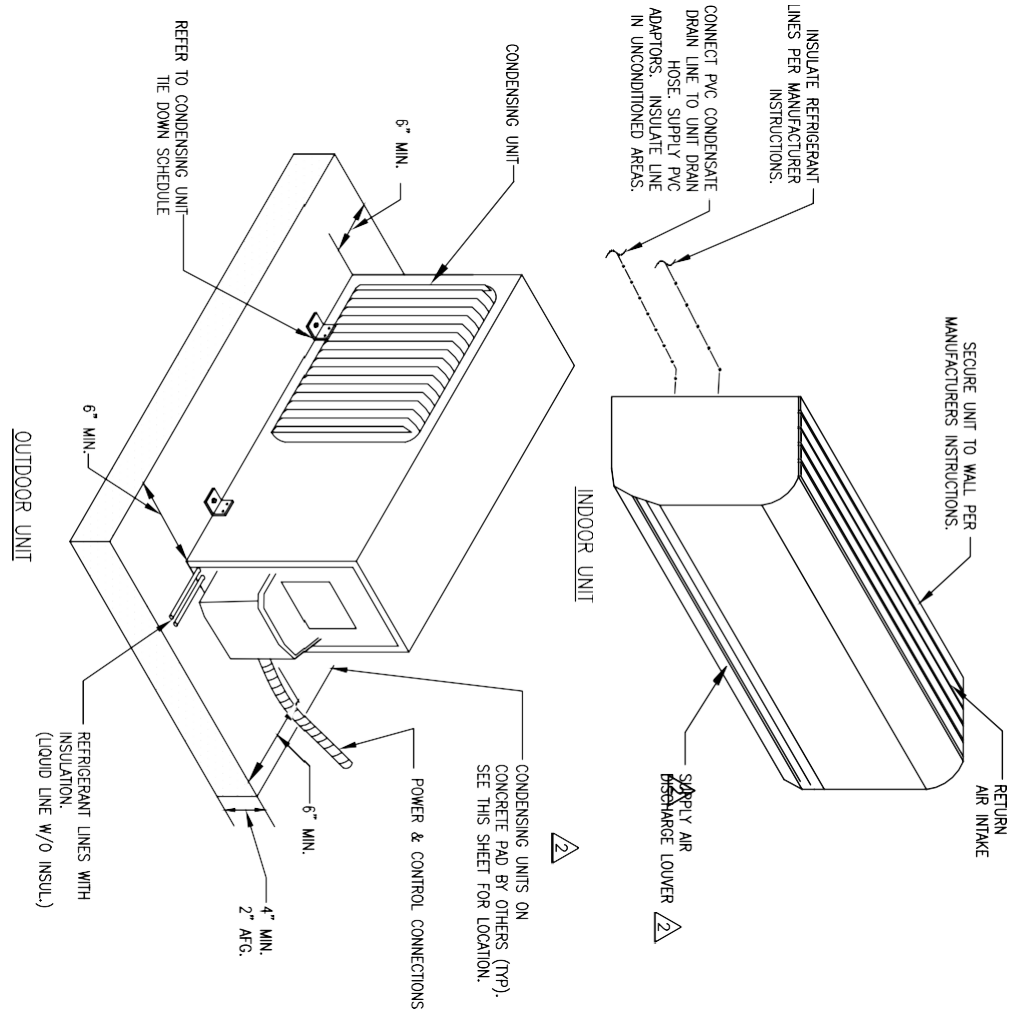
NOTE: CONDENSING UNITS TO BE MOUNTED ON CONCRETE PAD. PROVIDE ALL CLEARANCES FOR ACCESS AND AIR FLOW.

NOTE: CONCRETE SCREWS SHALL BE RATED FOR 500 LBS. MIN. PULL-OUT CAPACITY.



TYPICAL BUSINESS SPLIT SYSTEM DETAIL

SCALE: NOT TO SCALE



SECTION B - 3 BEDROOM MECHANICAL PLAN

SCALE: 1/4" = 1'-0"

MECHANICAL EQUIPMENT SCHEDULE

MARK	MODEL	CFM	O.A.	VOLUME	MCA	SEER	SENS. CAP.	TOTAL CAP.	EAT	WGT.	F.L.A.	KW	FUSE	NOTES
AHU-A	DHMSHQ09XAX	210/360	---	208/230/1760	2	19.0/10.0	5.95	8.50	80/67	19.18	.33	---	---	1, 2
AHU-B	DHMSHQ12XAX	210/360	---	208/230/1760	2	19.0/10.0	7.35	10.5	80/67	19.18	.33	---	---	1, 2
CU-2	35W6R0300--3	2130	---	208/230/1760	30	19.0/10.0	12.6	25.5	95	156.5	---	---	---	45

1. PROVIDE CARRIER SYSTEMSCTION-A COMMUNICATING THERMOSTAT CONTROLLER.
2. SIZE REFRIGERANT PIPING TO MEET THE MANUFACTURERS RECOMMENDATIONS.
3. SUPPLY WITH REJOICE CONDENSATE PUMP TO PUMP TO CONDENSING UNIT LOCATION.

EXHAUST FAN SCHEDULE

MARK	MFG.	MODEL	TYPE	C.F.M.	S.P.	H.P.	R.P.M.	VOL.	CURR	B.L.D.	REMARKS
EF-1	BROAN	671	CEILING	70	.25	5.4W5	---	120	NO	YES	SWITCH WITH LIGHTS

AIR DISTRIBUTION SCHEDULE

MARK	MFG.	MODEL	SIZE	DIRECTION	ACCOSS.
A	METABOL	RH-1	6 x 6	EXHAUST	INSET SCREEN

DRAWING NOTES:

1. ROUTE REFRIGERANT LINES ABOVE CEILING FROM THE NEW AIR HANDLING UNIT TO THE EXTERIOR CONDENSER ACCORDING TO THE MANUFACTURER'S REQUIREMENTS.

PROJECT NAME:

Farm Worker Village
Collier County Housing Authority

1800 Farm Worker Way
Immokalee, Florida 34142



3525 Bonita Beach Rd., Suite 110, Bonita Springs, FL 34134
239-948-5841 / 239-948-5990 FAX

Steven R. Stafford - PE - Florida License # 34664
Certificate Of Authorization No. 26464

#	REVISION	DATE	CODE	COMMENTS
1	REVISION	MAY 2017	---	---
2	REVISION	JUNE 2017	---	---
3	REVISION	NOVEMBER 2017	---	---
4	REVISION	DECEMBER 2017	---	---
5	REVISION	JANUARY 2018	---	---

DATE:	09/14/16
DRAWN BY:	RA.M.
CHECKED BY:	S.R.S.
JOB NUMBER:	16079

M-6

THIS PLAN HAS BEEN ELECTRONICALLY SIGNED AND SEALED BY STEVEN R. STAFFORD ON THE DATE OF 09/14/16. THE SIGNATURE IS NOT PRINTED. COPIES OF THIS DOCUMENT ARE NOT VALID UNLESS THEY ARE SIGNED AND SEALED BY THE ORIGINAL AUTHOR OR BY AN ELECTRONIC COPY.

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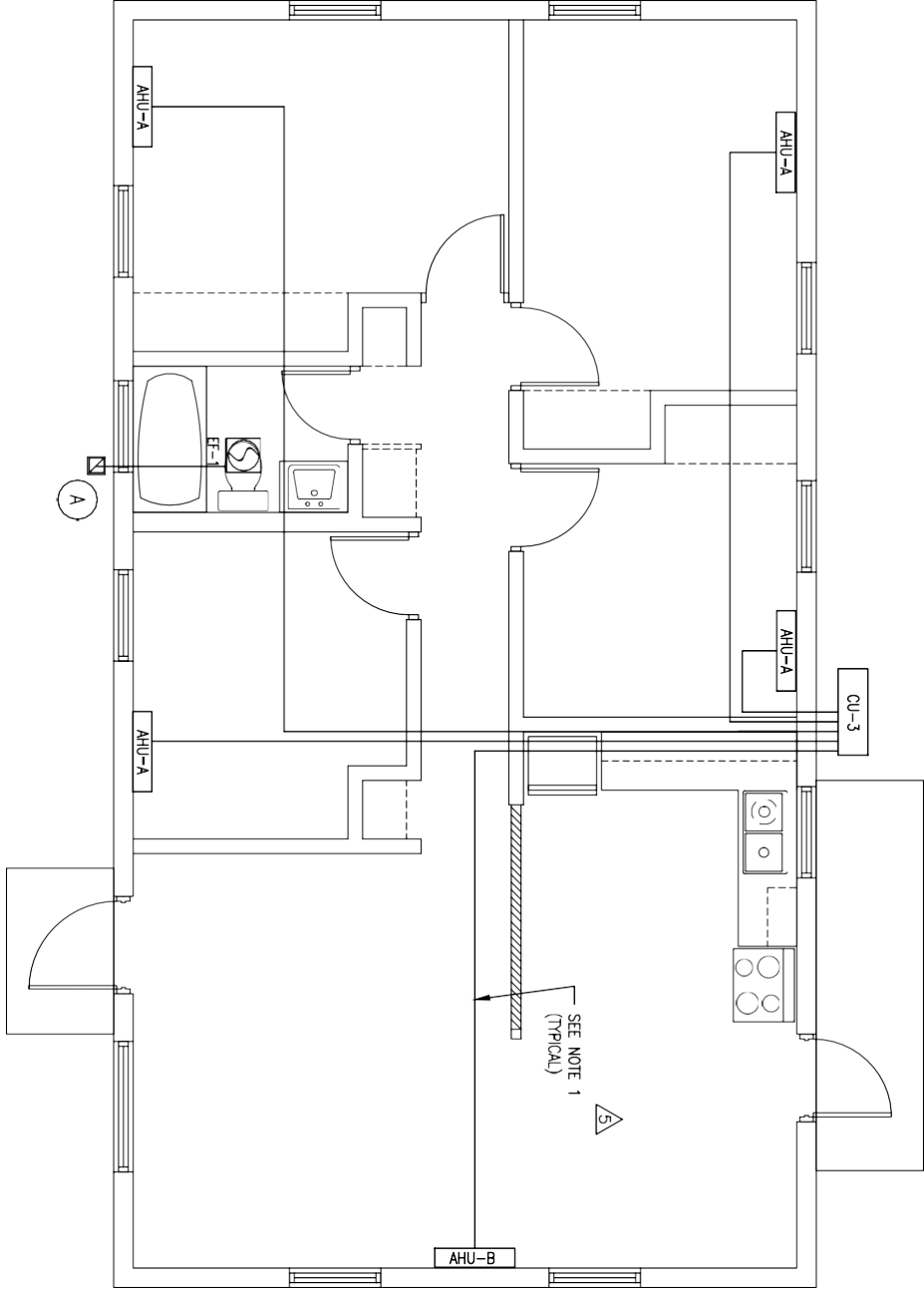
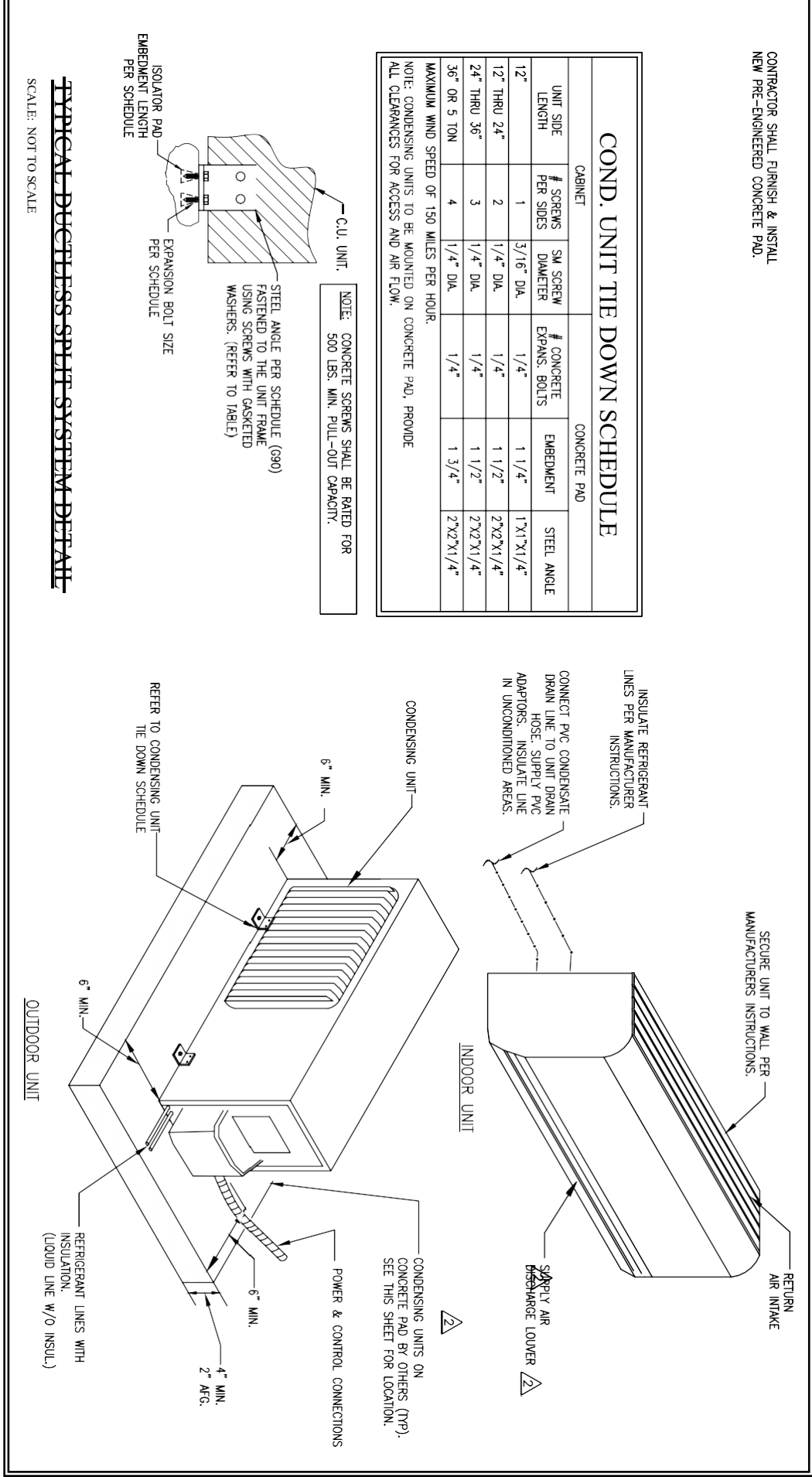
HVAC NOTES:

THESE MECHANICAL DRAWINGS CONFORM TO ALL REQUIREMENTS OUTLINED IN IMC 6th EDITION 2017.

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5

5



MECHANICAL EQUIPMENT SCHEDULE													
MARK	MODEL	CFM	O.A.	VOLUME	MCA	SER	SDNS CAP.	TOTAL CAP.	EAT	WGT.	F.L.A.	KW	FUSE
AHU-A	DHWSH409X43	210/380	---	208/238/1760	2	19.0/10.0	8.50	80/67	19.18	.33	---	---	1, 2
AHU-B	DHWSH4012X43	210/380	---	208/238/1760	2	19.0/10.0	7.35	10.5	80/67	19.18	.33	---	1, 2
CU-3	35W40R24E	4500	---	208/238/1760	35	19.0/10.0	12.6	44.5	95	223.8	---	---	50

1. PROVIDE MANUFACTURERS WIRELESS THERMISTAT CONTROLS.

2. SIZE REFRIGERANT PIPING TO MEET THE MANUFACTURERS RECOMMENDATIONS.

4

EXHAUST FAN SCHEDULE													
MARK	MFG.	MODEL	TYPE	C.F.M.	S.P.	A.F.	R.P.M.	VOLT.	CHRG	B.L.O.	REMARKS		
EF-1	BROWN	6/1	CEILING	70	.25	3 AMPS	---	120	NO	YES	SWITCH WITH LIGHTS		

4

AIR DISTRIBUTION SCHEDULE					
MARK	MFG.	MODEL	SIZE	DIRECTION	ACCO.
A	METALABE	RH-1	6 x 6	EXHAUST	INSECT SCREEN

5

DRAWING NOTES:

1. ROUTE REFRIGERANT LINES ABOVE CEILING FROM THE NEW AIR HANDLING UNIT TO THE EXTERIOR CONDENSER ACCORDING TO THE MANUFACTURER'S REQUIREMENTS.

PROJECT NAME:

Farm Worker Village
Collier County Housing Authority

1800 Farm Worker Way
Immokalee, Florida 34142

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SE STAFFORD ENGINEERING, INC.

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239-948-5841 / 239-948-5990 FAX

Steven R. Stafford - PE - Florida License # 34664
Certificate Of Authorization No. 26464

CODE	SEPT/2020	
COMMENTS	14, 2020	
OWNER	2/6, 2020	
CHANGES	2/6, 2020	
CODE	NOVEMBER	
COMMENTS	2, 2017	
CODE	JUNE	
COMMENTS	12, 2017	
CODE	MAY	
COMMENTS	30, 2017	
#	REVISION	DATE

DATE: 09/14/16

DRAWN BY: RAM

CHECKED BY: S.R.S.

JOB NUMBER: 16079

M-7