

**CONTRACT BETWEEN
THE DEPARTMENT OF ECONOMIC OPPORTUNITY
AND
TIMBERLINE CONSTRUCTION GROUP, LLC
FOR CDBG-DR HOUSING REPAIR AND REHABILITATION PROJECTS**

THIS CONTRACT (“Contract”) is made and entered into by and between the State of Florida, Department of Economic Opportunity, hereinafter referred to as “DEO”, and Timberline Construction Group, LLC, hereinafter referred to as “Contractor” (each individually a “Party” and collectively “the Parties”).

I. CONTRACTOR AGREES:

A. Project and Scope of Work:

Contractor agrees to provide the goods and/or services in accordance with the conditions and criteria specified herein, and in Attachment 1, Scope of Work. This Contract is not an exclusive contract, and no amount of work is guaranteed as a result of this Contract.

DEO shall assign and authorize projects to the Contractor under this Contract utilizing the DEO Task Assignment Notification Form. Both DEO and Contractor shall execute a DEO Task Assignment Notification Form (an example of which is attached hereto as **Attachment 5**). Contractor and its subcontractors **shall not commence any Project** until they receive a Notice to Proceed (**Attachment 7**), which shall be issued by DEO after the Applicant and DEO execute a contract agreement.

B. Type of Contract:

This Contract is a Fixed Price Contract.

C. Contract Dates:

This Contract shall begin on the date the last Party signs it and shall end on September 30, 2021. DEO shall not be obligated to pay costs incurred related to this Contract prior to its beginning date or after its ending date.

D. Contract Payment:

1. This Contract shall not exceed **Ten Million Dollars (\$10,000,000)** which shall be paid by DEO in consideration for Contractor’s provision of goods and/or services as set forth by the terms and conditions of this Contract. The State of Florida (State) and DEO’s performance and obligation to pay under this Contract is contingent upon an annual appropriation by the Legislature and availability of any and all applicable Federal funds. DEO shall be the final authority as to the availability of funds for this Contract, and as to what constitutes an “annual appropriation” or “applicable Federal funds” to complete this Contract. If any such funds are not appropriated or otherwise made available for the Contract purposes, such an event shall not constitute a default of DEO or the State. DEO agrees to notify the contractor in writing at the earliest possible time if funds are not appropriated or available. The cost of services rendered under any other Contract or to be paid from any other source is not eligible for reimbursement under this Contract.

2. Each individual home repaired or replaced, pursuant to a DEO Task Assignment Notification Form issued pursuant to this Contract, shall not exceed One Hundred Fifty Thousand Dollars (\$150,000), except as may be set forth in a particular Statement of Work or under extenuating circumstances, on a case-by-case basis determined by DEO, which shall be paid by DEO in consideration of Contractor's provision of goods and/or services as set forth in the terms of this Contract and the terms of the DEO Task Assignment Notification Form issued for each house selected for repair, rehabilitation, or replacement. Individual home repair or replacement projects, even those repair or replacement projects that exceed the One Hundred Fifty Thousand Dollar (\$150,000) cap, shall not exceed Three Hundred Fifty Thousand (\$350,000).

E. Requirements of paragraphs (a) - (i) of subsection 287.058(1), Florida Statutes(F.S.):

1. Contractor shall submit bills for fees or other compensation for services or expenses in sufficient detail for a proper pre-audit and post-audit thereof.
2. If travel expenses are authorized, Contractor shall submit bills for such travel expenses and shall be reimbursed only in accordance with section 112.061, F.S. Contractor shall not be paid for expenses incurred through the services of Airbnb, or its' subsidiaries.
3. Contractor shall allow public access to all documents, papers, letters or other materials made or received by Contractor in conjunction with this Contract, unless the records are exempt from section 24(a) of Article I of the State Constitution and section 119.07(1), F.S. It is expressly understood that DEO may unilaterally cancel this Contract for Contractor's refusal to comply with this provision.
4. Contractor shall perform all tasks contained in Attachment 1, Scope of Work.
5. Receipt by Contractor of DEO's written acceptance of the units of deliverables specified herein is a condition precedent to payment under this Contract and is contingent upon Contractor's compliance with the specified performance measure (i.e., each deliverable shall satisfy at least the minimum acceptable level of service specified in the Scope of Work and DEO shall apply the applicable criteria stated in the Scope of Work to determine satisfactory completion of each deliverable).
6. Contractor shall comply with the criteria and final date by which such criteria shall be met for completion of this Contract.
7. **Renewal:** If the Contract was procured by an exceptional purchase pursuant to subsections 287.057(3)(a) or (3)(c), F.S., it may not be renewed. If the Contract was competitively procured, the price of the renewal was included in the response to the Invitation to Bid (ITB), Request for Proposal (RFP), or Invitation to Negotiate (ITN) and the renewal price for the Contract shall not exceed that as set forth in the response to the ITB, RFP, or ITN. Subsection 287.057(13), F.S., provides that contracts for commodities or contractual services may be renewed on a yearly basis for a period of up to three years after the initial contract, or for a period no longer than the term of the original contract, whichever is longer. Renewals are contingent upon the availability of funds, satisfactory performance evaluations by DEO, and at the discretion of DEO. Costs for any renewal may not be charged. ***This Contract may be renewed on a one-year renewal basis for a period not to exceed three (3) years or the term***

of the original contract, whichever occurs earlier.

8. If Contractor fails to perform in accordance with the Contract, DEO shall apply the financial consequences specified herein in this Contract and any of its Attachments.
9. Unless otherwise agreed in writing, intellectual property rights to preexisting property shall remain with Contractor; whereas, intellectual property rights to all property created or otherwise developed by Contractor specifically for DEO shall be owned by the State of Florida through DEO. Proceeds derived from the sale, licensing, marketing, or other authorization related to any such DEO-controlled intellectual property right shall be handled in the manner specified by applicable state statute.

F. Governing Laws:

1. State of Florida Law:

- a. Contractor agrees that this Contract is executed and entered into in the State of Florida, and shall be construed, performed, and enforced in all respects in accordance with the laws, rules, and regulations of the State of Florida. Each Party shall perform its obligations herein in accordance with the terms and conditions of the Contract. Without limiting the provisions of Section II.D., Dispute Resolution, the exclusive venue of any legal or equitable action that arises out of or relates to the Contract shall be the appropriate state court in Leon County, Florida; in any such action, the Parties waive any right to jury trial.
- b. Contractor agrees that it is in compliance with the rules for e-procurement as directed by Rule 60A-1.033, Florida Administrative Code (F.A.C.) and that if applicable, shall maintain eligibility for this Contract through the MyFloridaMarketplace.com system.
- c. DEO shall ensure compliance with section 11.062, F.S., and section 216.347, F.S. Contractor shall not, in connection with this or any other Contract with the State, directly or indirectly: (1) offer, confer, or agree to confer any pecuniary benefit on anyone as consideration for any State officer or employee's decision, opinion, recommendation, vote, other exercise of discretion, or violation of a known legal duty; or (2) offer, give, or agree to give to anyone any gratuity for the benefit of, or at the direction or request of, any State officer or employee. For purposes of clause (2), "gratuity" means any payment of more than nominal monetary value in the form of cash, travel, entertainment, gifts, meals, lodging, loans, subscriptions, advances, deposits of money, services, employment, or contracts of any kind. Upon request of DEO's Inspector General, or other authorized State official, Contractor shall provide any type of information the Inspector General deems relevant to Contractor's integrity or responsibility. Such information may include, but shall not be limited to, Contractor's business or financial records, documents, or files of any type or form that refer to or relate to the Contract. Contractor shall retain such records for the longer of: (1) five years after the expiration of the Contract; or (2) the period required by the General Records Schedules maintained by the Florida Department of State available at: <http://dos.myflorida.com/library-archives/records-management/general-records-schedules/>
- d. Contractor agrees to reimburse the State for the reasonable costs of investigation incurred by the Inspector General or other authorized State official for investigations of

Contractor's compliance with the terms of this or any other Contract between Contractor and the State which results in the suspension or debarment of Contractor. Such costs shall include, but shall not be limited to: salaries of investigators, including overtime; travel and lodging expenses; and expert witness and documentary fees. Contractor shall not be responsible for any costs of investigations that do not result in Contractor's suspension or debarment. Contractor understands and shall comply with the requirements of subsection 20.055(5), F.S., including but not necessarily limited to, the duty of Contractor and any of Contractor's subcontractors to cooperate with the inspector general in any investigation, audit, inspection, review, or hearing pursuant to section 20.055, F.S.

- e. **Public Entity Crime:** Pursuant to subsection 287.133(2)(a), F.S., a person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor or consultant under a contract with any public entity and may not transact business with any public entity in excess of the threshold amount provided in section 287.017, F.S., for **Category Two** for a period of thirty-six (36) months from the date of being placed on the convicted vendor list. Furthermore, Contractor shall complete and provide the certification in Attachment 2, Certifications and Assurances.
- f. **Advertising:** Subject to chapter 119, F.S., Contractor shall not publicly disseminate any information concerning the Contract without prior written approval from DEO, including, but not limited to mentioning the Contract in a press release or other promotional material, identifying DEO or the State as a reference, or otherwise linking Contractor's name and either a description of the Contract or the name of DEO or the State in any material published, either in print or electronically, to any entity that is not a Party to the Contract, except potential or actual authorized distributors, dealers, resellers, or service representatives.
- g. **Sponsorship:** As required by section 286.25, F.S., if Contractor is a nongovernmental organization which sponsors a program financed wholly or in part by state funds, including any funds obtained through this Contract, it shall, in publicizing, advertising, or describing the sponsorship of the program, state: "Sponsored by (Contractor's name) and the State of Florida, Department of Economic Opportunity." If the sponsorship reference is in written material, the words "State of Florida, Department of Economic Opportunity" shall appear in the same size letters or type as the name of the organization.
- h. **Mandatory Disclosure Requirements:**
 - (1) **Conflict of Interest:** This Contract is subject to chapter 112, F.S. Contractor shall disclose the name of any officer, director, employee, or other agent who is also an employee of the State. Contractor shall also disclose the name of any State employee who owns, directly or indirectly, more than a five percent (5%) interest in Contractor or its affiliates.
 - (2) **Convicted Vendors:** Contractor shall disclose to DEO if they are on the convicted vendor list. A person or affiliate placed on the convicted vendor list following a

conviction for a public entity crime is prohibited from doing any of the activities listed in Section I.F.1.e. above for a period of thirty-six (36) months from the date of being placed on the convicted vendor list.

(3) Vendors on Scrutinized Companies Lists:

As required by 287.135(5), F.S., Contractor certifies that it is not: (1) listed on the Scrutinized Companies that Boycott Israel List, created pursuant to s. 215.4725, F.S., (2) engaged in a boycott of Israel, (3) listed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, created pursuant to s. 215.473, F.S., or (4) engaged in business operations in Cuba or Syria.

(a) DEO may immediately terminate this Contract for cause if: (i) Contractor is found to have submitted a false certification or (ii) Contractor is placed on the Scrutinized Companies that Boycott Israel List, Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List or (iii) Contractor has been engaged in business operations in Cuba or Syria during the term of the Contract.

(b) If DEO determines that Contractor has submitted a false certification, DEO shall provide written notice to Contractor. Unless Contractor demonstrates in writing, within ninety (90) days of receipt of the notice, that DEO's determination of false certification was made in error, DEO shall bring a civil action against Contractor. If DEO's determination is upheld, a civil penalty equal to the greater of \$2 million or twice the amount of this Contract shall be imposed on Contractor, and Contractor shall be ineligible to bid on any contract with an agency or local governmental entity for three (3) years after the date of DEO's determination of false certification by the Contractor.

(c) In the event that Federal law ceases to authorize the states to adopt and enforce the contracting prohibition identified herein, this provision shall be null and void.

(4) Discriminatory Vendors: Contractor shall disclose to DEO if it or any of its affiliates, appear on the discriminatory vendor list. An entity or affiliate placed on the discriminatory vendor list pursuant to section 287.134, F.S. may not:

(a) submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity;

(b) submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work;

(c) submit bids, proposals, or replies on leases of real property to a public entity;

(d) be awarded or perform work as a contractor, supplier, sub-contractor, or consultant under a contract with any public entity; or

(e) transact business with any public entity.

i. Abuse, Neglect, and Exploitation Incident Reporting:

In compliance with sections 39.201 and 415.1034, F.S., an employee of Contractor who

knows or has reasonable cause to suspect that a child, aged person, or disabled adult is or has been abused, neglected, or exploited shall immediately report such knowledge or suspicion to the Florida Abuse Hotline by calling 1-800-96ABUSE, or via the web reporting option at <http://www.dcf.state.fl.us/abuse/report/>, or via fax at 1-800-914-0004.

j. Information Release

- (1) Contractor shall keep and maintain public records required by DEO to perform Contractor's responsibilities hereunder. Contractor shall, upon request from DEO's custodian of public records, provide DEO with a copy of the requested records or allow the records to be inspected or copied within a reasonable time per the cost structure provided in chapter 119, F.S., and in accordance with all other requirements of chapter 119, F.S., or as otherwise provided by law. Upon expiration or termination of this Contract, Contractor shall transfer, at no cost, to DEO all public records in possession of Contractor or keep and maintain public records required by DEO to perform the service. If the Contractor keeps and maintains public records upon completion of the Contract, the Contractor shall meet all applicable requirements for retaining public records. All records stored electronically shall be provided to DEO, upon request from the DEO's custodian of records, in a format that is compatible with the information technology systems of DEO.
- (2) If DEO does not possess a record requested through a public records request, DEO shall notify the Contractor of the request as soon as practicable, and Contractor shall provide the records to DEO or allow the records to be inspected or copied within a reasonable time. If Contractor does not comply with DEO's request for records, DEO shall enforce the provisions set forth in this Contract. A Contractor who fails to provide public records to DEO within a reasonable time may be subject to penalties under section 119.10, F.S.
- (3) DEO does not endorse any contractor, commodity or service. No public disclosure or news release pertaining to this Contract shall be made without the prior written approval of DEO. Contractor is prohibited from using contract information, sales values/volumes and/or DEO customers in sales brochures or other promotions, including press releases, unless prior written approval is obtained from DEO.
- (4) Contractor acknowledges that DEO is subject to the provisions of chapter 119, F.S., relating to public records and that reports, invoices, and other documents Contractor submits to DEO under this Contract may constitute public records under Florida Statutes. Contractor shall cooperate with DEO regarding DEO's efforts to comply with the requirements of chapter 119, F.S.
- (5) If Contractor submits records to DEO that are confidential and exempt from public disclosure as trade secrets or proprietary confidential business information under section 288.075, F.S., such records should be identified as such by Contractor prior to submittal to DEO. Failure to identify the legal basis for each exemption from the requirements of chapter 119, F.S., prior to submittal of the record to DEO serves as Contractor waiver of a claim of exemption. Contractor shall ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the Contract term and following completion of the Contract if the Contractor does not

transfer the records to DEO upon termination of the Contract.

- (6) Contractor shall allow public access to all records made or received by Contractor in conjunction with this Contract, unless the records are exempt from section 24(a) of Article I of the State Constitution and section 119.07(1), F.S. For records made or received by Contractor in conjunction with this Contract, Contractor shall respond to requests to inspect or copy such records in accordance with chapter 119, F.S.
- (7) Contractor shall notify DEO, by sending an e-mail to PRRequest@deo.myflorida.com and by first class mail, within one (1) business day from receipt of all request(s) for public records, as a public record is defined in Section 119.011, Florida Statutes. In accordance with Chapter 119 of the Florida Statutes, Contractor shall be responsible for responding to all public records requests per the cost structure provided for records made or received by Contractor in conjunction with the Contract, unless the records are exempt from section 24(a) of Article I of the State Constitution and Section 119.07(1), Florida Statutes.
- (8) Contractor shall notify DEO verbally within twenty-four (24) chronological hours and in writing within seventy-two (72) chronological hours if any data in Contractor's possession related to this Contract is subpoenaed or improperly used, copied, or removed (except in the ordinary course of business) by anyone except an authorized representative of DEO. Contractor shall cooperate with DEO in taking all steps as DEO deems advisable to prevent misuse, regain possession, and/or otherwise protect the State's rights and the data subject's privacy.
- (9) **IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS by telephone at 850-245-7140, via e-mail at PRRequest@deo.myflorida.com, or by mail at Department of Economic Opportunity, Public Records Coordinator, 107 East Madison Street, Caldwell Building, Tallahassee, Florida 32399-4128.**

2. Federal Laws and Regulations:

- a. Contractor shall ensure that all its activities under this Contract are conducted in compliance with all applicable laws, regulations, and guidance, specifically including but not limited to: Title 2 Code of Federal Regulations (CFR) Part 200, 24 CFR Part 570, 2 CFR 2900,
- b. Contractor shall comply with all applicable federal laws, including but not limited to:
 - (1) The Temporary Assistance for Needy Families Program ("TANF"), 45 CFR Parts 260-265, the Social Services Block Grant ("SSBG"), 42 U.S.C. 1397d, and other applicable Federal regulations and policies promulgated thereunder.
 - (2) Section 654 of the Omnibus Budget Reconciliation Act of 1981, as amended, 42 U.S.C.

9849, which prohibits discrimination on the basis of race, creed, color, national origin, sex, handicap, political affiliation or beliefs.

- (3) The Pro-Children Act: Contractor agrees to comply with the Pro-Children Act of 1994, 20 U.S.C. 6083. Failure to comply with the provisions of the law may result in the imposition of civil monetary penalty up to \$1,000 for each violation and/or the imposition of an administrative compliance order on the responsible entity. This clause is applicable to all approved sub-contracts. In compliance with Public Law (Pub. L.) 103-277, the Contract shall not permit smoking in any portion of any indoor facility used for the provision of federally funded services including health, day care, early childhood development, education or library services on a routine or regular basis, to children up to age 18.
- (4) The Clean Air and Water Act: If this Contract is in excess of \$100,000, Contractor shall comply with all applicable standards, orders or regulations issued under the Clean Air Act, as amended, 42 U.S.C. 7401, Section 508 of the Clean Water Act, as amended, 33 U.S.C. 1368, *et seq.*, Executive Order 11738 and Environmental Protection Agency regulations, 40 CFR Part 15. Contractor shall report any violation of the above to DEO.
- (5) Energy Efficiency: Contractor shall comply with mandatory standards and policies relating to energy efficiency which are contained in the State of Florida's energy conservation plan issued in compliance with the Energy Policy and Conservation Act, Pub. L. 94-163.
- (6) The Davis-Bacon Act, as amended, 40 U.S.C. 276a to 276a-7, and as supplemented by the Department of Labor (DOL) regulations 29 CFR Part 5, the Copeland Anti- Kickback Act, 40 U.S.C. 276c and 18 U.S.C. 874, as supplemented by the DOL regulations 29 CFR Part 3, and the Contract Work Hours and Safety Standards Act, 40 U.S.C. 327-333, as supplemented by the DOL regulations 29 CFR Part 5, regarding labor standards for federally assisted construction subcontracts.
- (7) The Byrd Anti-Lobbying Amendment 31 U.S.C. 1352: Contractors who apply or bid for an award of \$100,000 or more shall file the required certification (see Certification Regarding Lobbying Form within Attachment 2 of this Contract). Each tier certifies to the tier above that it shall not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier shall also disclose any lobbying with non-federal funds that takes place in connection with obtaining any federal award. Such disclosures are forwarded from tier to tier up to the recipient.
- (8) Debarment and Suspension: When applicable, as required by the regulation implementing Presidential Executive Order (EO) No. 12549 and EO No. 12689, Debarment and Suspension, 2 CFR Part 2424, Contractor shall not be, nor within the three-year period preceding the effective date of the Contract have been, debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal department or agency. No contract shall be awarded to parties listed on the U. S. Government Services Administration List of

Parties Excluded from Federal Procurement or Non-Procurement Programs. Contractor shall provide a completed Certification Regarding Debarment, Suspension, and Other Responsibility Matters, included in Attachment 2 of this Contract.

- (9) 2 CFR Part 200: Contractor shall comply with all applicable provisions of 2 CFR Part 200, entitled Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, also known as the Super Circular, supersedes and consolidates the requirements of OMB Circulars A-21, A-87, A-110, A-122, A-89, A-102, and A-133 and is effective for Federal awards or increments of awards issued on or after December 26, 2014.
- (10) Public Announcements and Advertising: When issuing statements, press releases, requests for proposals, bid solicitations and other documents describing projects or programs funded in whole or in part with Federal money, Contractor shall clearly state (a) the percentage of the total costs of the program or project which shall be financed with Federal money, (2) the dollar amount of Federal funds for the project or program, and (3) percentage and dollar amount of the total costs of the project or program that shall be financed by nongovernmental sources.
- (11) Purchase of American-Made Equipment and Products: Contractor assures that, to the greatest extent practicable, all equipment and products purchased with funds made available in this Act shall be American-made.
- (12) Equal Treatment for Faith-Based Organizations. Prohibits any State or local government receiving funds under any Department program, or any intermediate organization with the same duties as a governmental entity, from discriminating for or against an organization on the basis of the organization's religious character or affiliation. Prohibits religious organizations from engaging in inherently religious activities, such as worship, religious instruction, or proselytization, as part of the programs or services funded with direct financial assistance. Prohibits an organization that participates in programs funded by direct financial assistance from the Department, in providing services, from discriminating against a program beneficiary or prospective program beneficiary on the basis of religion or religious belief. Any restrictions on the use of grant funds shall apply equally to religious and non-religious organizations.
- (13) Rights to Inventions Made Under Contract or Agreement: Contracts or agreements for the performance of experimental, development, or research work shall provide for the rights of the Federal Government and Contractor in any resulting invention in accordance with 37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contract and Cooperative Agreements," and any implementing regulations issued by the awarding agency.
- (14) Presidential E.O. 11246, "Equal Employment Opportunity," as amended by Presidential E.O. 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and as supplemented by regulations at 41 CFR Part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor.

- (15) Resource Conservation and Recovery Act (RCRA). Under RCRA (Pub. L. 94–580 codified at 42 U.S.C. 6962), state and local institutions of higher education, hospitals, and non-profit organizations that receive direct Federal awards or other Federal funds shall give preference in their procurement programs funded with Federal funds to the purchase of recycled products pursuant to the EPA guidelines.
 - (16) Immigration Reform and Control Act. Contractor shall comply with the requirements of the Immigration Reform and Control Act of 1986, which requires employment verification and retention of verification forms for any individuals hired who shall perform any services under the contract.
 - (17) Whistleblower Protection. Pursuant to Section 828 of Pub. L 112-239, “National Defense Authorization Act for Fiscal Year 2013” and permanently extended through the enactment of Pub. L 114-261 (December 14, 2016), this award, related subawards, and related contracts over the simplified acquisition threshold and all employees working on this award, related subawards, and related contracts over the simplified acquisition threshold are subject to the whistleblower right and remedies established at 41 U.S.C. § 4712. Recipients, their subrecipients, and their contractors awarded contracts over the simplified acquisition threshold related to this award, shall inform their employees, in writing, in the predominant language of the workforce, of the employee whistleblower rights and protections under 41 U.S.C. § 4712. This clause shall be inserted in all subawards and in contracts over the simplified acquisition threshold related to this award; best efforts should be made to include this clause in any subawards and contracts awarded prior to the effective date of this provision.
 - (18) Title VI of the Civil Rights Act of 1964, as amended, 42 U.S.C. 2000d, et seq., which prohibits discrimination on the basis of race, color or national origin.
 - (19) Section 504 of the Rehabilitation Act of 1973, as amended, 29 U.S.C. 794, which prohibits discrimination on the basis of disability.
 - (20) Title IX of the Education Amendments of 1972, as amended, 20 U.S.C. 1681, et seq., which prohibits discrimination on the basis of sex in educational programs.
 - (21) The Age Discrimination Act of 1975, as amended, 42 U.S.C. 6101, et seq., which prohibits discrimination on the basis of age.
 - (22) The American with Disabilities Act of 1990, Public Law 101-336, which prohibits discrimination on the basis of disability and requires reasonable accommodation for persons with disabilities.
- c. Additional Compliance Requirements.** Contractor shall comply with any additional requirements attached hereto and incorporated herein as Attachment 2, Certifications and Assurances, and Attachment 3, State and Federal Statutes, Regulations and Policies.
- d. Funding Requirements.**
- (1) Funding for this Contract is appropriated under Pub. L. 115-56, Div. B, the “Continuing Appropriations Act, 2018 and Supplemental Appropriations for Disaster Relief Requirement Act, 2017” to facilitate disaster recovery, restoration, economic

revitalization, and to affirmatively further fair housing in accordance with Presidential Executive Order 12892, for necessary expenditures related to disaster relief, long term recovery, restoration of infrastructure and housing, and economic revitalization in accordance with the Robert T. Stafford Disaster Relief and Emergency Assistance Act, 42 United States Code (U.S.C.) 5121 *et seq.*, (the “Stafford Act”).

- (2) All expenditures under this Contract shall be made in accordance with this Contract, the rules and regulations promulgated under the CDBG-DR Program, and any other applicable laws.
- (3) CDBG-DR funds, appropriated and identified by public laws, are governed by one or more Federal Register notices that contain the requirements, applicable waivers, and alternative requirements that apply to the use of these funds. CDBG-DR funds associated with this contract are subject to the following Federal Register Notices (hereinafter collectively referred to as the “Federal Register Guidance”): 83 Fed. Reg. 5844 (February 9, 2018), 83 Fed. Reg. 40314 (August 14, 2018) and potential future notices as identified by DEO.
- (4) Contractor shall have a data universal numbering system (DUNS) number, as well as a commercial and governmental entity (CAGE) number, which shall be reported to DEO to facilitate compliance with federal reporting requirements.

3. Local Government Law and Regulation:

Contractor shall ensure that all construction activities performed pursuant to a NTP issued by DEO pursuant to this Contract are in compliance with all applicable local, including city and county, development regulations, ordinances, rules, and permitting requirements. If Contractor fails to comply with any local governing laws, Contractor shall be solely responsible for addressing any such non-compliance and ensuring the local government’s findings are resolved to the satisfaction of the local government. The Contractor shall bear full financial responsibility for ensuring compliance and remedying non-compliance with applicable local government laws and regulations.

G. Contractor Payments:

1. Contractor shall provide DEO’s Contract Manager invoices in accordance with the requirements of the State of Florida Reference Guide for State Expenditures (<https://www.myfloridacfo.com/Division/AA/Manuals/documents/ReferenceGuideforStateExpenditures.pdf>) with detail sufficient for a proper pre-audit and post-audit thereof. Invoices shall also comply with the following:
 - a. Invoices shall be legible and shall clearly reflect the goods/services that were provided in accordance with the terms of the Contract for the invoice period. Payment does not become due under the Contract until the invoiced deliverable(s) and any required report(s) are approved and accepted by DEO.
 - b. Invoices shall contain the Contractor’s name, address, federal employer identification number or other applicable Contractor identification number, the Contract number, the invoice number, and the invoice period. DEO or the State may require any additional information from Contractor that DEO or the State deems necessary to process an invoice.

- c. Invoices shall be submitted in accordance with the requirements specified in the Scope of Work, Attachment 1.
2. At DEO's or the State's option, Contractor may be required to invoice electronically pursuant to guidelines of the Department of Management Services. Current guidelines require that Contractor supply electronic invoices in lieu of paper-based invoices for those transactions processed through the system. Electronic invoices shall be submitted to DEO Contract Manager through the Ariba Supplier Network (ASN) in one of the following mechanisms – EDI 810, cXML, or web-based invoice entry within the ASN.
3. Payment shall be made in accordance with sections 215.422 and 287.0585, F.S., which govern time limits for payment of invoices. Section 215.422, F.S., provides that agencies have five (5) working days to inspect and approve goods and services unless the solicitation documents or the Contract Scope of Work specify otherwise. The Department has twenty (20) days to deliver a request for payment (voucher) to the Department of Financial Services. The twenty (20) days are measured from the latter of the date the invoice is received or the goods or services are received, inspected and approved. The Scope of Work may specify conditions for retainage. Invoices returned to a Contractor due to preparation errors shall result in a delay of payment. Invoice payment requirements do not start until a properly completed invoice is provided to DEO. DEO is responsible for all payments under the Contract.
4. Section 55.03(1), F.S., identifies the process applicable to the determination of the rate of interest payable on judgments and decrees, and pursuant to section 215.422(3)(b), F.S., this same process applies to the determination of the rate of interest applicable to late payments to vendors for goods and services purchased by the State and for contracts which do not specify a rate of interest. The applicable rate of interest is published at:
<https://www.myfloridacfo.com/Division/AA/LocalGovernments/Current.htm>
5. SERA Security Access Form:
Contractor agrees to complete and submit a security access form (**Attachment 4**) for submission of invoices into the SERA system within thirty (30) days of the date the last Party has signed this Contract.

H. Final Invoice:

Contractor shall submit the final invoice for payment to DEO no later than 30 days after the Contract ends or is terminated. If Contractor fails to do so, DEO in its sole discretion, may refuse to honor any requests submitted after this time period and may consider Contractor to have forfeited any and all rights to payment under this Contract.

I. Return or Recoupment of Funds:

1. Contractor shall return to DEO any overpayments due to unearned funds or funds disallowed pursuant to the terms of this Contract that were disbursed to Contractor by DEO. In the event Contractor or its independent auditor discovers that overpayment has been made, Contractor shall repay said overpayment within forty (40) calendar days without prior notification from DEO. In the event DEO first discovers an overpayment has been made, DEO shall notify Contractor by letter. Should repayment not be made in a timely manner, DEO shall be entitled to charge interest at the lawful rate of interest on the outstanding balance beginning forty

(40) calendar days after the date of notification or discovery. Refunds should be sent to DEO Contract Manager and made payable to the "Department of Economic Opportunity."

2. Notwithstanding the damages limitations of Section II.F., if Contractor's non-compliance with any provision of the Contract results in additional cost or monetary loss to DEO or the State of Florida, DEO can recoup that cost or loss from monies owed to Contractor under this Contract or any other contract between Contractor and any State entity. In the event the discovery of this cost or loss arises when no monies are available under this Contract or any other contract between Contractor and any State entity, Contractor shall repay such cost or loss in full to DEO within thirty (30) days of the date of notice of the amount owed, unless DEO agrees, in writing, to an alternative timeframe.

J. Vendor Ombudsman:

A Vendor Ombudsman has been established within the Department of Financial Services. The duties of this individual include acting as an advocate for vendors who may be experiencing problems in obtaining timely payment(s) from a state agency. The Vendor Ombudsman may be contacted at (850) 413-5516 or by calling the Chief Financial Officer's Hotline, (800) 342-2762.

K. Audits and Records:

1. Representatives of DEO, 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, of the United States Department of Housing and Urban Development (HUD), the Comptroller General of the United States, or any Federal Office of the Inspector General and their duly authorized representatives shall have access to any of Contractor's books, documents, papers, and records, including electronic storage media, as they may relate to this Contract, for the purposes of conducting audits or examinations or making excerpts or transcriptions.
2. Contractor shall maintain books, records, and documents in accordance with generally accepted accounting procedures and practices which sufficiently and properly reflect all expenditures of funds provided by DEO under this Contract.
3. Contractor shall conduct a single or program-specific audit in accordance with the provisions of 2 CFR Part 200 if it expends \$750,000 or more in Federal awards from all sources during its fiscal year.
4. Contractor shall fulfill the requirements relative to auditee responsibilities as provided in Subpart F of 2 CFR Part 200.
5. If Contractor expends less than \$750,000 in Federal awards in its fiscal year, an audit conducted in accordance with the provisions of 2 CFR Part 200 is not required. In the event that Contractor expends less than \$750,000 in Federal awards in its fiscal year and elects to have an audit conducted in accordance with the provisions of 2 CFR Part 200, the cost of the audit shall be paid from non-Federal resources (i.e., the cost of such an audit shall be paid from the recipient resources obtained from other than Federal entities).
6. Contractor shall retain all Contractor records, financial records, supporting documents, statistical records, and any other documents (including electronic storage media) pertinent to

this Contract for a period of five (5) state fiscal years after completion or termination of this Contract, or if an audit has been initiated and audit findings have not been resolved at the end of five (5) state fiscal years, the records shall be retained until resolution of the audit findings through litigation or otherwise. Contractor shall cooperate with DEO to facilitate the duplication and transfer of such records or documents upon request of DEO. Additional Federal requirements may be identified in Attachment 1 Scope of Work.

7. Contractor shall transfer, at no cost to DEO, all public records upon completion or termination of the Contract and destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All electronic records shall be provided to DEO in a DEO-compatible format.
8. Contractor shall include the audit and record keeping requirements described in this Contract in all approved subcontracts and assignments.
9. Contractor shall not commingle funds between or among HUD funding rounds.

L. Employment Eligibility Verification:

1. The Governor of Florida's Executive Order 11-1116 requires DEO contracts in excess of nominal value to expressly require Contractor to:
 - a. Utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by Contractor during the Contract term; and,
 - b. Include in all subcontracts under this Contract, the requirement that subcontractors performing work or providing services pursuant to this Contract utilize the E-Verify system to verify the employment eligibility of all new employees hired by the subcontractor during the term of the subcontract.
2. **E-Verify** is an Internet-based system that allows an employer, using information reported on an employee's Form I-9, Employment Eligibility Verification, to determine the eligibility of all new employees hired to work in the United States after the effective date of the required Memorandum of Understanding (MOU); the responsibilities and elections of federal contractors, however, may vary, as stated in Article II.D.1.c. of the MOU. There is no charge to employers to use E-Verify. The Department of Homeland Security's E-Verify system can be found at:
http://www.dhs.gov/files/programs/gc_1185221678150.shtm
3. If Contractor does not have an E-Verify MOU in effect, Contractor shall enroll in the E-Verify system prior to hiring any new employee after the effective date of this Contract.

M. Duty of Continuing Disclosure of Legal Proceedings:

1. Prior to execution of this Contract, Contractor shall disclose all prior or on-going civil or criminal litigation, investigations, arbitration or administrative proceedings (Proceedings) involving Contractor (and each subcontractor) in a written statement to DEO's Contract Manager. Thereafter, Contractor has a continuing duty to promptly disclose all Proceedings upon occurrence.

2. This duty of disclosure applies to Contractor's or subcontractor's officers and directors when any Proceeding relates to the officer or director's business or financial activities. Details of settlements that are prevented from disclosure by the terms of the settlement may be annotated as such.
3. Contractor shall promptly notify the DEO's Contract Manager of any Proceeding relating to or affecting the Contractor's or subcontractor's business. If the existence of such Proceeding causes the State concern that the Contractor's ability or willingness to perform the Contract is jeopardized, Contractor shall be required to provide the DEO's Contract Manager all reasonable assurances requested by DEO to demonstrate that:
 - a. Contractor shall be able to perform the Contract in accordance with its terms and conditions; and,
 - b. Contractor and/or its employees, agents or subcontractor(s) have not and shall not engage in conduct in performing services for DEO which is similar in nature to the conduct alleged in such Proceeding.

N. Liens, Assignments and Subcontracts:

1. Neither the Contractor nor any subcontractors shall place or submit a lien on any real property repaired pursuant to the terms of this agreement or using funds obtained from DEO. Any Contractor or subcontractor that does place any such lien shall promptly cancel or waive such lien upon notice from the DEO. If a lien remains on any real property due to work provided under the DEO, more than 10 days after notice is provided to the Contractor or the subcontractor, shall constitute material breach of this Agreement and be deemed grounds for termination of this Contract.
2. Contractor shall be responsible for all work performed and all expenses incurred with the project, including ensuring all work performed by subcontractors complies with the requirements of this Contract. If a Contractor subcontracts all or part of the work contemplated under this Contract, including entering into subcontracts with vendors for services and commodities, it is understood by Contractor that all such subcontract arrangements shall be evidenced by a written document retained by Contractor and submitted to the DEO Contract Manager as a program document. Contractor further agrees that DEO shall not be liable to the subcontractor for any expenses or liabilities incurred under the subcontract and Contractor shall be solely liable to the subcontractor for all expenses and liabilities incurred under the subcontract. Contractor, at its expense, shall defend DEO against such claims.
3. Contractor agrees that all Contractor employees, subcontractors, or agents performing work under the Contract shall be properly trained technicians who meet or exceed any specified training qualifications. Upon request, Contractor shall furnish a copy of technical certification or other proof of qualification. All employees, subcontractors, or agents performing work under the Contract shall comply with all security and administrative requirements of DEO and shall have all current licenses and permits required for all of the particular work for which they were hired by the Contractor. DEO may conduct, and Contractor shall cooperate in, a security background check or otherwise assess any employee, subcontractor, or agent furnished by Contractor. DEO may refuse access to, or require replacement of, any personnel for cause,

including, but not limited to, technical or training qualifications, quality of work, change in security status, or non-compliance with DEO's security or other requirements. Such refusal shall not relieve Contractor of its obligation to perform all work in compliance with the Contract. DEO may reject and bar from any facility for cause any of Contractor's employees, subcontractors, or agents.

4. Contractor agrees the State of Florida shall at all times be entitled to assign or transfer its rights, duties, or obligations under this Contract to another governmental agency in the State of Florida, upon giving prior written notice to Contractor. In the event the State of Florida approves transfer of Contractor's obligations, Contractor remains responsible for all work performed and all expenses incurred in connection with the Contract. In addition, this Contract shall bind the successors, assigns, and legal representatives of Contractor and of any legal entity that succeeds to the obligations of the State of Florida.
5. Contractor agrees to make payments to the subcontractor within seven (7) working days after receipt of full or partial payments from DEO in accordance with section 287.0585, F.S., unless otherwise stated in the Contract between Contractor and subcontractor. Contractor's failure to pay its subcontractors within seven (7) working days shall result in a penalty charged against Contractor and paid to the subcontractor in the amount of one-half of one (1) percent of the amount due per day from the expiration of the period allowed herein for payment. Such penalty shall be in addition to actual payments owed and shall not exceed fifteen (15) percent of the outstanding balance due.
6. Contractor agrees that DEO may undertake or award supplemental contracts for work related to the Contract. Contractor and its subcontractors shall cooperate with such other contractors and DEO in all such cases.
7. Contractor shall provide a monthly Minority and Service-Disabled Veteran Business Enterprise Report summarizing the participation of certified and non-certified minority and service-disabled veteran subcontractors/material suppliers for the current month, and project to date. The report shall include the names, addresses and dollar amount of each certified and non-certified Minority Business Enterprise and Service- Disabled Veteran Enterprise participant and a copy shall be forwarded to DEO's Contract Manager. The Office of Supplier Diversity at (850) 487-0915 shall assist in furnishing names of qualified minorities. DEO's Minority Coordinator at (850) 245-7471 shall assist with questions and answers.
8. DEO shall retain the right to reject any of Contractor's or subcontractor's employees whose qualifications or performance, in DEO's judgment, are insufficient.

O. Purchasing:

1. **Prison Rehabilitative Industries and Diversified Enterprises, Inc. (PRIDE):** In accordance with section 946.515(6), F.S., if a product or service required for the performance of this Contract is certified by or is available from PRIDE and has been approved in accordance with subsection 946.515(2), F.S., the following statement applies:

It is expressly understood and agreed that any articles which are the subject of, or required to carry out, this contract shall be purchased from the corporation identified under chapter 946, F.S., in the same manner and under the same procedures set forth in subsections 946.515(2) and (4), F.S.; and for purposes of this contract the person, firm or other business entity carrying out the provisions

of this contract shall be deemed to be substituted for this agency insofar as dealings with such corporation are concerned.

The above clause is not applicable to subcontractors unless otherwise required by law. Additional information about PRIDE and the products it offers is available at <http://www.pride-enterprises.org>.

2. **Products Available from the Blind or Other Handicapped (RESPECT):** In accordance with subsection 413.036(3), F.S., if a product or service required for the performance of this Contract is on the procurement list established pursuant to subsection 413.035(2), F.S., the following statement applies:

It is expressly understood and agreed that any articles that are the subject of, or required to carry out, this contract shall be purchased from a nonprofit agency for the blind or for the severely handicapped that is qualified pursuant to chapter 413, F.S., in the same manner and under the same procedures set forth in subsections 413.036(1) and (2), F.S.; and for purposes of this contract, the person, firm or other business entity carrying out the provisions of this contract shall be deemed to be substituted for the state agency insofar as dealings with such qualified nonprofit agency are concerned.

Additional information about the designated nonprofit agency and the products it offers is available at <http://www.respectofflorida.org>.

3. Contractor agrees to procure any recycled products or materials which are the subject of or are required to carry out this Contract in accordance with section 403.7065, F.S.

P. MyFloridaMarketPlace Transaction Fee:

1. The State of Florida has instituted MyFloridaMarketPlace, a statewide eProcurement System (System). Pursuant to subsection 287.057(22), F.S., all payments shall be assessed a Transaction Fee of one percent (1.0%), which Contractor shall pay to the State, unless exempt pursuant to Rule 60A-1.031, F.A.C.
2. For payments within the State accounting system (FLAIR or its successor), the Transaction Fee shall, when possible, be automatically deducted from payments to Contractor. If automatic deduction is not possible, Contractor shall pay the Transaction Fee pursuant to Rule 60A-1.031(2), F.A.C. By submission of these reports and corresponding payments, Contractor certifies their correctness. All such reports and payments shall be subject to audit by the State or its designee.
3. Contractor shall receive a credit for any Transaction Fee paid by Contractor for the purchase of any item(s) if such item(s) are returned to Contractor through no fault, act, or omission of Contractor. Notwithstanding the foregoing, a Transaction Fee is non-refundable when an item is rejected or returned, or declined, due to Contractor's failure to perform or comply with specifications or requirements of the Contract.
4. Failure to comply with these requirements shall constitute grounds for declaring Contractor in default and recovering procurement costs from Contractor in addition to all outstanding

fees. **CONTRACTORS DELINQUENT IN PAYING TRANSACTION FEES SHALL BE EXCLUDED FROM CONDUCTING FUTURE BUSINESS WITH THE STATE.**

Q. Insurance:

During the Contract, including the initial Contract term, renewal(s), and extensions, Contractor, at its sole expense, shall maintain insurance coverage of such types and with such terms and limits as may be reasonably associated with the Contract. Providing and maintaining adequate insurance coverage is a material obligation of Contractor, and failure to maintain such coverage may void the Contract. The limits of coverage under each policy maintained by Contractor shall not be interpreted as limiting Contractor's liability and obligations under the Contract. All insurance policies shall be through insurers licensed and authorized to write policies in Florida.

Upon execution of this Contract, Contractor shall provide DEO written verification of the existence and amount for each type of applicable insurance coverage. Within thirty (30) days of the effective date of the Contract, Contractor shall furnish DEO proof of applicable insurance coverage by standard ACORD form certificates of insurance. In the event any applicable coverage is cancelled by the insurer for any reason, Contractor shall immediately notify DEO of such cancellation and shall obtain adequate replacement coverage conforming to the requirements herein and provide proof of such replacement coverage within fifteen (15) business days after the cancellation of coverage.

DEO shall be exempt from, and in no way liable for, any sums of money representing a deductible in any insurance policy. The payment of such deductible shall be the sole responsibility of Contractor providing such insurance. The following types of insurance are required.

1. Contractor's Commercial General Liability Insurance:

By execution of this Contract, unless Contractor is a state agency or subdivision as defined by Subsection 768.28(2), F.S., Contractor shall provide adequate commercial general liability insurance coverage and hold such liability insurance at all times during this Contract. A self-insurance program established and operating under the laws of the State of Florida may provide such coverage.

2. Workers' Compensation and Employer's Liability Insurance:

Contractor, at all times during the Contract, at its sole expense, shall provide commercial insurance of such a type and with such terms and limits as may be reasonably associated with the Contract, which, as a minimum, shall be: workers' compensation and employer's liability insurance in accordance with chapter 440, F.S., with minimum employer's liability limits of \$100,000 per accident, \$100,000 per person, and \$500,000 policy aggregate. Such policy shall cover all employees engaged in any Contract work.

3. Other Insurance:

During the Contract term, Contractor shall maintain any other insurance as required in Attachment 1, Scope of Work.

R. Confidentiality and Safeguarding Information:

1. Each Party may have access to confidential information made available by the other. The provisions of the Florida Public Records Act, Chapter 119, F.S., and other applicable state and federal laws shall govern disclosure of any confidential information received by the State of Florida.
2. Contractor shall implement procedures to ensure the protection and confidentiality of all data, files, and records involved with this Contract.
3. Except as necessary to fulfill the terms of this Contract and with the permission of DEO, Contractor shall not divulge to third parties any confidential information obtained by Contractor or its agents, distributors, resellers, subcontractors, officers, or employees in the course of performing Contract work, including, but not limited to, security procedures, business operations information, or commercial proprietary information in the possession of the State or DEO.
4. Contractor agrees not to use or disclose any information concerning a recipient of services under this Contract for any purpose not in conformity with state and federal law or regulations except upon written consent of the recipient, or his responsible parent or guardian when authorized by law, if applicable.
5. If Contractor has access to either DEO's network or any DEO applications, or both, in order to fulfill Contractor's obligations under this Contract, Contractor agrees to abide by all applicable DEO Information Technology Security procedures and policies. Contractor (including its employees, subcontractors, agents, or any other individuals to whom Contractor exposes confidential information obtained under this Contract), shall not store, or allow to be stored, any confidential information on any portable storage media (*e.g.*, laptops, thumb drives, hard drives, *etc.*) or peripheral device with the capacity to hold information. Failure to strictly comply with this provision shall constitute a breach of Contract.
6. Contractor shall notify DEO in writing of any disclosure of unsecured confidential information of DEO by Contractor, its employees, agents, or representatives which is not in compliance with the terms of this Contract (of which it becomes aware). Contractor also shall report to DEO any Security Incidents of which it becomes aware, including those incidents reported to Contractor by its sub-contractors or agents. For purposes of this Contract, "Security Incident" means the attempted or successful unauthorized access, use, disclosure, modification, or destruction of DEO information in Contractor's possession or electronic interference with DEO operations; however, random attempts at access shall not be considered a security incident. Contractor shall make a report to DEO not more than seven (7) business days after Contractor learns of such use or disclosure. Contractor's report shall identify, to the extent known: (i) the nature of the unauthorized use or disclosure, (ii) the confidential information used or disclosed, (iii) who made the unauthorized use or received the unauthorized disclosure, (iv) what Contractor has done or shall do to mitigate any deleterious effect of the unauthorized use or disclosure, and (v) what corrective action Contractor has taken or shall take to prevent future similar unauthorized use or disclosure. Contractor shall provide such other information, including a written report, as reasonably requested by DEO's Information Security Manager.
7. In the event of a breach of security concerning confidential personal information involved with this Contract, Contractor shall comply with section 501.171, F.S., as applicable. When notification to affected persons is required under this section of the statute, Contractor shall provide that notification, but only after receipt of DEO's approval of the contents of the

notice. Defined statutorily, and for purposes of this Contract, “breach of security” means the unauthorized access of data in electronic form containing personal data. Good faith acquisition of personal information by an employee or agent of the Contractor is not a breach of security, provided the information is not used for a purpose unrelated to the Contractor’s obligations under this Contract or is not subject to further unauthorized use.

S. Warranty of Ability to Perform:

Contractor warrants that, to the best of its knowledge, there is no pending or threatened action, proceeding, or investigation, or any other legal or financial condition, that would in any way prohibit, restrain, or diminish Contractor’s ability to satisfy its contract obligations. Contractor warrants that neither it nor any affiliate is currently on the convicted vendor list maintained pursuant to section 287.133, F.S., or on any similar list maintained by any other state or the federal government. Contractor shall immediately notify DEO in writing if its ability to perform is compromised in any manner during the term of this Contract.

T. Patents, Copyrights, and Royalties:

1. Pursuant to section 286.021, F.S., if any discovery or invention arises or is developed in the course or as a result of work or services performed with funds from this Contract, Contractor shall refer the discovery or invention to DEO who will refer it to the Department of State to determine whether patent protection will be sought in the name of the State of Florida. Any and all patent rights accruing under or in connection with the performance of the Contract are hereby reserved to the State of Florida. The rights to any invention resulting from this Contract that is for the performance of experimental, developmental, or research work are governed by 37 CFR Part 401 and any of its implementing regulations as applicable. All data, both electronic and hard copies, created or received by Contractor during the Contract are the property of DEO and must be surrendered to DEO upon expiration, termination or cancellation of this Contract at no cost to DEO.
2. Where activities supported by this Contract produce original writings, sound recordings, pictorial reproductions, drawings or other graphic representations and works of any similar nature, DEO has the right to use, duplicate and disclose such materials in whole or in part, in any manner, for any purpose whatsoever and to allow others acting on behalf of DEO to do so. In the event any books, manuals, films, websites, web elements, electronic information, or other copyrightable materials are produced Contractor shall notify DEO. Any and all copyrights and intellectual property rights accruing under or in connection with the performance funded by this Contract are hereby reserved to the State of Florida.
3. In accordance with the provisions of section 1004.23, F.S., a State University is authorized in its own name to perform all things necessary to secure letters of patent, copyrights, and trademarks on any works it produces. Any action taken by the university in securing or exploiting such trademarks, copyrights, or patents shall, within thirty (30) days, be reported in writing by the president of the university to the Department of State in accordance with section 1004.23(6), F.S.

U. Independent Contractor Status:

In Contractor’s performance of its duties and responsibilities under this Contract, it is mutually understood and agreed that Contractor is at all times acting and performing as an independent

contractor. DEO shall neither have nor exercise any control or direction over the methods by which Contractor shall perform its work and functions other than as provided herein. Nothing in the Contract is intended to or shall be deemed to constitute a partnership or joint venture between the Parties.

1. Except where Contractor is a state agency, Contractor, its officers, agents, employees, subcontractors, or assignees, in performance of this Contract shall act in the capacity of an independent Contractor and not as an officer, employee, or agent of the State of Florida. Nor shall Contractor represent to others that, as Contractor, it has the authority to bind DEO unless specifically authorized to do so.
2. Except where Contractor is a state agency, neither Contractor, nor its officers, agents, employees, subcontractors, or assignees are entitled to state retirement or state leave benefits, or to any other compensation of state employment as a result of performing the duties and obligations of this Contract.
3. Contractor agrees to take such actions as may be necessary to ensure that each subcontractor shall be deemed to be an independent contractor and shall not be considered or permitted to be an agent, servant, joint venturer, or partner of the State of Florida.
4. Unless justified by Contractor and agreed to by DEO in Attachment 1, Scope of Work, DEO shall not furnish services of support (*e.g.*, office space, office supplies, telephone service, secretarial, or clerical support) to Contractor or its subcontractor or assignee.
5. DEO shall not be responsible for withholding taxes with respect to Contractor's compensation hereunder. Contractor shall have no claim against DEO for vacation pay, sick leave, retirement benefits, social security, workers' compensation, health or disability benefits, reemployment assistance benefits, or employee benefits of any kind. Contractor shall ensure that its employees, subcontractors, and other agents, receive benefits and necessary insurance (health, workers' compensation, reemployment assistance benefits) from an employer other than the State of Florida.
6. Contractor, at all times during the Contract, shall comply with the reporting and Reemployment Assistance contribution payment requirements of chapter 443, F.S.

V. Electronic Funds Transfer:

Contractor agrees to enroll in Electronic Funds Transfer (EFT), offered by the State's Chief Financial Officer within thirty (30) days of the date the last Party has signed this Contract. Copies of the Authorization form can be found on the vendor instruction page at:

<https://www.myfloridacfo.com/Division/AA/Vendors/>

Questions should be directed to the EFT Section at (850) 413-5517. Once enrolled, invoice payments shall be made by EFT.

II. CONTRACTOR AND DEO AGREE:

A. Renegotiation or Modification:

The Parties agree to renegotiate this Contract if federal and/or state revisions of any applicable

laws or regulations make changes to this Contract necessary. In addition to changes necessitated by law, DEO may at any time, with written notice to Contractor, make changes within the general scope of the Contract. Such changes may include modification of the requirements, changes to processing procedures, or other changes as decided by DEO. Any investigation necessary to determine the impact of the change shall be the responsibility of Contractor. Modifications of provisions of this Contract shall only be valid when they have been reduced to writing and duly signed and dated by all Parties.

B. Time is of the Essence:

Time is of the essence regarding the performance obligations set forth in this Contract. Any additional deadlines for performance for Contractor's obligation to timely provide deliverables under this Contract, including but not limited to, timely submittal of reports, are contained in Attachment 1, Scope of Work.

C. Termination:

1. Termination Due to the Lack of Funds:

In the event funds to finance this Contract become unavailable or if federal or state funds upon which this Contract is dependent are withdrawn or redirected, DEO may terminate this Contract upon no less than twenty-four (24) hours' notice in writing to Contractor. Said notice shall be delivered by certified mail, return receipt requested or in person with proof of delivery. DEO shall be the final authority as to the availability of funds and shall not reallocate funds earmarked for this Contract to another program thus causing "lack of funds." In the event of termination of this Contract under this provision, Contractor shall be compensated for any work satisfactorily completed prior to notification of termination.

2. Termination for Cause:

DEO may terminate the Contract if Contractor fails to: (1) deliver the product or services within the time specified in the Contract or any extension; (2) maintain adequate progress, thus endangering performance of the Contract; (3) honor any term of the Contract; or (4) abide by any statutory, regulatory, or licensing requirement. Rule 60A-1.006(3), F.A.C., governs the procedure and consequences of default. Contractor shall continue to perform any work not terminated. The rights and remedies of DEO in this clause are in addition to any other rights and remedies provided by law or under the Contract. Contractor shall not be entitled to recover any cancellation charges or lost profits.

3. Termination for Convenience:

DEO, by written notice to Contractor, may terminate this Contract in whole or in part when DEO determines in its sole discretion that it is in the State's interest to do so. Contractor shall not furnish any product after it receives the notice of termination, except as necessary to complete the continued portion of the Contract, if any. Contractor shall not be entitled to recover any cancellation charges or lost profits.

D. Dispute Resolution:

Unless otherwise stated in Attachment 1, Scope of Work, disputes concerning the performance

of the Contract shall be decided by DEO, who shall reduce the decision to writing and serve a copy on Contractor. The decision shall be final and conclusive unless within twenty-one (21) days from the date of receipt, Contractor files with DEO a petition for administrative hearing. DEO's decision on the petition shall be final, subject to any right of Contractor to judicial review pursuant to chapter 120.68, F.S. Exhaustion of administrative remedies is an absolute condition precedent to Contractor's ability to pursue any other form of dispute resolution; provided however, that the Parties may employ the alternative dispute resolution procedures outlined in chapter 120, F.S.

E. Indemnification (NOTE: If Contractor is a state agency or subdivision, as defined in section 768.28(2), F.S., pursuant to section 768.28(19), F.S., neither Party indemnifies nor insures or assumes any liability for the other Party for the other Party's negligence):

1. Contractor shall be fully liable for the actions of its agents, employees, partners, or subcontractors and shall fully indemnify, defend, and hold harmless the State and DEO, and their officers, agents, and employees, from suits, actions, damages, and costs of every name and description, including attorneys' fees, arising from or relating to personal injury and damage to real or personal tangible property alleged to be caused in whole or in part by Contractor, its agents, employees, partners, or subcontractors, provided, however, that Contractor shall not indemnify for that portion of any loss or damages proximately caused by the negligent act or omission of the State or DEO.
2. Further, Contractor shall fully indemnify, defend, and hold harmless the State and DEO from any suits, actions, damages, and costs of every name and description, including attorneys' fees, arising from or relating to violation or infringement of a trademark, copyright, patent, trade secret or intellectual property right, provided, however, that the foregoing obligation shall not apply to DEO's misuse or modification of Contractor's products or DEO's operation or use of Contractor's products in a manner not contemplated by the Contract or the purchase order. If any product is the subject of an infringement suit, or in Contractor's opinion is likely to become the subject of such a suit, Contractor may at its sole expense procure for DEO the right to continue using the product or to modify it to become non-infringing. If Contractor is not reasonably able to modify or otherwise secure DEO the right to continue using the product, Contractor shall remove the product and refund DEO the amounts paid in excess of a reasonable rental for past use. DEO shall not be liable for any royalties.
3. Contractor's obligations under the preceding two paragraphs with respect to any legal action are contingent upon the State or DEO giving Contractor (1) written notice of any action or threatened action, (2) the opportunity to take over and settle or defend any such action at Contractor's sole expense, and (3) assistance in defending the action at Contractor's sole expense. Contractor shall not be liable for any cost, expense, or compromise incurred or made by the State or DEO in any legal action without Contractor's prior written consent, which shall not be unreasonably withheld.

F. Limitation of Liability:

For all claims against Contractor under any contract or purchase order, and regardless of the basis on which the claim is made, Contractor's liability under a contract or purchase order for direct damages shall be limited to the greater of \$100,000.00, the dollar amount of the contract or purchase order, or two times the charges rendered by Contractor under the purchase order. This limitation shall not apply to claims arising under the Indemnity paragraphs contained in this Contract.

Unless otherwise specifically enumerated in the Contract or in the purchase order, no Party shall be liable to another for special, indirect, punitive, or consequential damages, including lost data or records (unless the contract or purchase order requires Contractor to back-up data or records), even if the Party has been advised that such damages are possible. No Party shall be liable for lost profits, lost revenue, or lost institutional operating savings. The State and DEO may, in addition to other remedies available to them at law or equity and upon notice to Contractor, retain such monies from amounts due Contractor as may be necessary to satisfy any claim for damages, penalties, costs and the like asserted by or against them. The State may set off any liability or other obligation of Contractor or its affiliates to the State against any payments due Contractor under any Contract with the State.

G. Force Majeure and Notice of Delay from Force Majeure:

Neither Party shall be liable to the other for any delay or failure to perform under this Contract if such delay or failure is neither the fault nor the negligence of the Party or its employees or agents and the delay is due directly to acts of God, wars, acts of public enemies, strikes, fires, floods, or other similar cause wholly beyond the Party's control, or for any of the foregoing that affects subcontractors or suppliers if no alternate source of supply is available. However, in the event of delay from the foregoing causes, the Party shall take all reasonable measures to mitigate any and all resulting delay or disruption in the Party's performance obligation under this Contract. If the delay is excusable under this paragraph, the delay shall not result in any additional charge or cost under the Contract to either Party. In the case of any delay Contractor believes is excusable under this paragraph, Contractor shall notify DEO in writing of the delay or potential delay and describe the cause of the delay either: (1) within ten (10) calendar days after the cause that creates or shall create the delay first arose, if Contractor could reasonably foresee that a delay could occur as a result; or (2) within five (5) calendar days after the date Contractor first had reason to believe that a delay could result, if the delay is not reasonably foreseeable. **THE FOREGOING SHALL CONSTITUTE CONTRACTOR'S SOLE REMEDY OR EXCUSE WITH RESPECT TO DELAY.** Providing notice in strict accordance with this paragraph is a condition precedent to such remedy. DEO, in its sole discretion, shall determine if the delay is excusable under this paragraph and shall notify Contractor of its decision in writing. No claim for damages, other than for an extension of time, shall be asserted against DEO. Contractor shall not be entitled to an increase in the Contract price or payment of any kind from DEO for direct, indirect, consequential, impact, or other costs, expenses or damages, including but not limited to costs of acceleration or inefficiency arising because of delay, disruption, interference, or hindrance from any cause whatsoever. If performance is suspended or delayed, in whole or in part, due to any of the causes described in this paragraph, after the causes have ceased to exist, Contractor shall perform at no increased cost, unless DEO determines, in its sole discretion, that the delay shall significantly impair the value of the Contract to DEO or the State, in which case, DEO may do any or all of the following: (1) accept allocated performance or deliveries from Contractor, provided that Contractor grants preferential treatment to DEO with respect to products or services subjected to allocation; (2) purchase from other sources (without recourse to and by Contractor for the related costs and expenses) to replace all or part of the products or services that are the subject of the delay, which purchases may be deducted from the Contract quantity; or (3) terminate the Contract in whole or in part.

H. Severability:

If any provision, in whole or in part, of this Contract is held to be void or unenforceable by a court

of competent jurisdiction, that provision shall be enforced only to the extent that it is not in violation of law or is not otherwise unenforceable, and all other provisions remain in full force and effect.

I. Authority of Contractor's Signatory:

Upon execution, Contractor shall return the executed copies of this Contract in accordance with the instructions provided by DEO along with documentation ensuring that the below signatory has authority to bind Contractor to this Contract as of the date of execution. Documentation may be in the form of a legal opinion from the Contractor's attorney, or other reliable documentation demonstrating such authority, and is hereby incorporated by reference. DEO may, at its discretion, request additional documentation related to the below signatory's authority to bind Contractor to this Contract.

J. Contact Information for Contractor and DEO Contacts:

Contractor's Payee:	Contractor's Contract Manager:
Timberline Construction Group, LLC	Daniel J. Burnham
One Perimeter Park S Suite 315S	One Perimeter Park S Suite 315S
Birmingham, Alabama 35243	Birmingham, Alabama 35243
Phone: (205)848-8300	Phone: (205)809-4553
Fax: (866)274-7595	Fax: (866)274-7595
Email: Durnham@timberlinecg.com	Email: Durnham@timberlinecg.com

DEO's Contract Manager:

Inyo Cue
107 E. Madison Street
Tallahassee, FL 32399
Phone: 850-717-8446
inyo.cue@deo.myflorida.com

In the event any Party designates a different Contract Manager after the execution of this Contract, the Party shall provide written notice of the name, address, zip code, telephone and fax numbers, and email address of the newest Contract Manager to all other Parties. A designation of a new Contract Manager shall not require a formal amendment to the Contract.

K. Attachments

If any inconsistencies or conflict between the language of this Contract and the attachments arise, the language of the attachments shall control, but only to the extent of the conflict or inconsistency. This Contract contains the following attachments:

- Attachment 1 – Scope of Work
- Attachment 2 – Certifications and Assurances
- Attachment 3 – State and Federal Statutes, Regulations, and Policies
- Attachment 4 – Subrecipient Enterprise Resource Application (SERA) Form
- Attachment 5 – DEO Task Assignment Notification Form
 - Exhibit 1 to Attachment 5 – Statement of Work

Attachment 6 – DEO Task Assignment Change Order
Exhibit 1 to Attachment 6 – Revised Statement of Work
Attachment 7 – Notice to Proceed
Attachment 8 – Section 3 Clause

L. Execution:

I have read the above Contract and the attachments and exhibits thereto and understand each section and paragraph.

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IN WITNESS THEREOF, and in consideration of the mutual covenants set forth above and, in the attachments, hereto, the Parties have caused to be executed this Contract by their undersigned officials duly authorized.

DEPARTMENT OF ECONOMIC OPPORTUNITY

By DocuSigned by:
Ken Lawson
E2CB2CA319074D3...
Signature

Ken Lawson
Title Executive Director
Date 5/27/2020

TIMBERLINE CONSTRUCTION GROUP, LLC

By 
Signature

Daniel J. Burnham
Title Managing Member
Date 5/18/2020

Approved as to form and legal sufficiency,
subject only to full and proper execution by
the Parties.

**OFFICE OF GENERAL COUNSEL
DEPARTMENT OF ECONOMIC
OPPORTUNITY**

By: DocuSigned by:
James Jordan
5757EE4917044C9...

Approved Date: 5/21/2020

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Attachment 1

SCOPE OF WORK

INCLUSION OF SOLICITATION DOCUMENTS AND CONTRACTOR RESPONSE

The original specifications and all addendums and responses to 20-ITB-001-WM, and all representations, warranties and commitments in the response and related correspondence continue as contractual obligations under this Contract.

1. General Description

Contractor shall make site assessments and repairs that are needed for an Applicant that has met required criteria to receive CDBG-DR funds for the repairs. These services include, but are not limited to, the provisions of a General Contractor's oversight and supervision, all labor and associated hardware and materials, required permits, drawings, and equipment necessary to repair or replace homes that have been selected to receive assistance from the Rebuild Florida Housing Repair and Replacement Program ("Rebuild Florida"). The maximum amount of expenditure for each home is \$150,000.00, except as may be set forth in a particular Statement of Work or under extenuating circumstances as determined by DEO on a case-by-case basis and expressly provided for in the Statement of Work attached to an executed DEO Task Assignment Notification Form. Individual home repair or replacement projects, even those repairs or replacement projects that exceed the One Hundred Fifty Thousand Dollar (\$150,000) cap, shall not exceed Three Hundred Fifty Thousand (\$350,000). Rebuild Florida implements the Community Development Block Grant – Disaster Recovery (CDBG-DR) program overseen by the United States Department of Housing and Urban Development (HUD) and, accordingly, services provided shall comply with all necessary federal regulations.

Upon issuance of a DEO Task Assignment Notification Form, which includes the Statement of Work, executed by the DEO and the Contractor, the Contractor shall provide or cause to be performed, the construction services identified in the Statement of Work. Repair or replacement of a structure shall also be in compliance with minimum property standards (MPS) established by the program which are based on HUD's Housing Quality Standards, Florida Green Building Code (where applicable), HUD Green Building Retrofit Checklist (where applicable) and all state and local code requirements. Repair shall be limited to stick built and modular structures that have been deemed feasible for repair or Mobile/Manufactured Housing Units (MHUs) that are less than 5 years old and have less than \$15,000 worth of work (hard and soft costs combined) necessary to bring the property to program construction standards.

2. Definitions

- A. Applicant – Any individual who submits an application and has been approved to receive assistance under the Rebuild Florida Housing Repair and Replacement Program.
- B. Awardee – Any individual who applied for, meets the requirements of, and has been approved to receive assistance under the Rebuild Florida Housing Repair and Replacement Program.
- C. CDBG-DR – Community Development Block Grant-Disaster Recovery.
- D. Change Order - Any unforeseen change to the original contract regarding the scope of work

and or price of the project.

- E. Completed Project – A Project for which all work has been completed in accordance with the statement of work and task assignment; a Substantial Completion inspection has been completed; and all items identified on the punch list have been corrected and signed off on by the Project Manager.
- F. Construction Budget – The amount of money allotted for a specific project. It shall not exceed \$150,000, except as may be expressly provided for in the Statement of Work for an individual Project.
- G. Construction Services - All services related to the repair, reconstruction, or replacement of a property as described in an applicable SOW.
- H. Contract – A written agreement between DEO and the Contractor, including all documents, exhibits and attachments specifying services to be performed or provided by the Contractor, billing rates for these services and the manner in which the Contractor shall be compensated for these services, which shall be executed by both the Contractor and DEO.
- I. Contractor – The person or entity that enters into a Contract to sell commodities or contractual services to DEO. As used in this contract the term includes subcontractors used as agents or representatives of the Contractor with the Contractor having primary responsibility for its subcontractors.
- J. Contractor Personnel – Persons directly employed by the Contractor or its subcontractors.
- K. DEO – State of Florida Department of Economic Opportunity, including vendors contracted with by the State of Florida Department of Economic Opportunity for providing CDBG-DR housing repair administrative services.
- L. DEO Contract Manager – The person designated by DEO who is charged with monitoring a Contract through the term of this Contract and who is specifically responsible for enforcing performance of the contract terms and conditions, and maintaining all financial information, i.e., payment history, payment method, payment tracking, etc. The Contract Manager serves as the liaison between DEO and the Contractor regarding performance issues contained in this Contract. The DEO Contract Manager shall notify the Contractor of Notice to Proceed (NTP) and Notice to Begin Construction.
- M. DEO Project Manager – DEO Project Manager shall act as a communication liaison with the applicant and Contractor. DEO Project Manager shall be Contractor's point of contact to request inspections.
- N. DEO Task Assignment Notification Form – A signed commitment between DEO and the Contractor, wherein DEO accepts the Contractor's response to requests for quotes on specific projects. Contractor shall sign the Task Assignment and wait for DEO to issue a Notice to Proceed.

- O. Department Business Hours – Typically 8:00 A.M., Eastern Standard Time, through 5:00 P.M., Eastern Standard Time, Monday through Friday, during which time DEO conducts routine business.
- P. Department Non-Business Hours – Typically holidays, weekends, and evening hours in which DEO is closed to conducting routine business.
- Q. Department-Observed Holidays – The following holidays are currently observed by DEO. If any of these holidays fall on a Saturday, the preceding Friday is observed. If any fall on a Sunday, the following Monday is observed.
- New Year’s Day
 - Martin Luther King, Jr. Day
 - Memorial Day
 - Independence Day
 - Labor Day
 - Veteran’s Day
 - Thanksgiving Day and the following day
 - Christmas Day
- R. Fifty Percent (50%) Inspection – Fifty Percent, means the inspection conducted when Contractor has completed half of the tasks on the Task Assignment Notification Form. For repair and rehabilitation projects, Contractor shall have 50 days to complete the project and the Fifty Percent Inspection on repair and rehabilitation projects shall be conducted on the 25th day following the Notice to Start Construction. For reconstruction projects or projects requiring architectural services or elevation, the Contractor shall have 80 days to complete the project and the Fifty Percent Inspection on reconstructions projects shall be conducted on the 40th day following the Notice to Start Construction.
- S. Housing Repair and Replacement Program (HRRP) – DEO’s Housing Repair and Replacement Program.
- T. Invoice - Contractor’s itemized document stating prices and quantities of goods and/or services delivered and sent to DEO for verification and payment.
- U. Mobile/Manufactured Housing Unit (MHU) – A structure, transportable in one or more sections which, in the traveling mode is 8 body-feet or more in width, or 40 body-feet or more in length, or when erected on site, is at least 320 square feet, and which is built on a permanent chassis and is designed to be used as a dwelling with or without a permanent foundation when connected to the required utilities, and includes the plumbing, heating, air-conditioning and electrical systems contained therein. Sometimes referred to as mobile homes.
- V. Notice to Proceed (NTP) – Written communication from DEO to Contractor to begin all administrative pre-construction tasks. Pre-construction tasks include but are not limited to, Contractor ensuring an Awardee’s belongings are removed from the home (if necessary); Contractor timely obtaining necessary permits; and Contractor ensuring utilities are terminated (if applicable).

- W. Notice to Start Construction (NTC) – Written communication from DEO to Contractor to begin construction on a project after Contractor has completed the tasks assigned in the NTP and DEO approves all tasks pre-construction activities such as completion of administrative assignment procedures.
- X. Permitting Authority – The applicable unit(s) of local government having authority to issue permits for the Project.
- Y. Premise(s) – The DEO property located at 107 E Madison St, Tallahassee, FL 32399 or other locations as DEO may identify to Contractor in writing.
- Z. Project – Individual housing repair or replacements.
- AA. Punch List – The list of items identified during the substantial completion inspection of a project which shall be corrected before it may be declared 100% completed.
- BB. Reconstruction – The demolition, removal, and disposal of an existing housing unit and the replacement of that unit on the same lot, and within the same footprint, with a new unit that complies with the International Residential Codes (IRC), as required by the Florida Building Code.
- CC. Repair – Non-emergency repair or renovation of a limited, specified area or portion of a housing unit. Repair includes bringing rehabilitated portions of properties into compliance with local building codes, and the entire structure into compliance with HUD Minimum Property Standards (MPS) (or applicable Building Code being enforced) and Housing Quality Standards (HQS) including compliance with Section 31 of the Federal Fire Prevention Control Act of 1974 and local building codes and standards.
- DD. Replacement – The demolition and removal of a modular or manufactured housing unit followed by the replacement of that unit on the same lot, and within the same footprint as the original unit.
- EE. Subcontractor – A person or entity who has entered into a written contract with Contractor to perform part of the services required by this Contract.
- FF. Substantial Completion or 100 Percent Inspection – Substantial Completion for this contract means the inspection is conducted when the Contractor has completed all tasks on the Task Assignment Notification Form and the unaddressed items discovered during the inspection shall be added to a punch list created from the Substantial Completion Inspection for correction.

3. Background and Overview

A. Regional service areas:

The Contractor has been approved to be assigned, receive, and complete Projects in the following region:

NORTH WEST REGION: Bay, Calhoun, Columbia, Dixie, Escambia, Franklin, Gadsden, Gulf, Hamilton, Holmes, Jackson, Jefferson, Lafayette, Leon, Liberty, Madison, Okaloosa, Santa Rosa, Suwannee, Taylor, Wakulla, Walton, Washington, and other counties as may be determined necessary by DEO.

NORTH EAST REGION: Alachua, Baker, Bradford, Citrus, Clay, Duval, Flagler, Gilchrist, Hernando Lake, Levy, Marion, Nassau, Putnam, St. Johns, Sumter, Union, Volusia County, and other counties as may be determined necessary by DEO.

CENTRAL REGION: Brevard, DeSoto, Hardee, Highlands, Hillsborough, Pasco, Pinellas, Polk, Manatee, Orange, Osceola, Sarasota, Seminole County, and other counties as may be determined necessary by DEO.

SOUTH REGION: Broward, Charlotte, Collier, Dade, Glades, Hendry, Indian River, Lee, Martin, Monroe, Okeechobee, Palm Beach, St. Lucie County, and other counties as may be determined necessary by DEO.

- B. Typical projects may include, but are not limited to: new building construction, general site work, demolition, haul off, rehabilitation, repairs and renovations to existing structures that meet the Housing Repair Program requirements, professional engineering design, and environmental remediation services, estimating services, inspections and construction administration. Construction Services will also include bringing units into code compliance and elevation standards. Repairs, reconstruction or replacement will include work to homes with partial repairs. This work is in support of the Rebuild Florida Housing Repair and Replacement Program (HRRP).
- C. Projects shall be awarded as described below. DEO reserves the right to award Projects to another qualified regional Contractor under certain circumstances, including but not limited to, the following: 1) The awarded contractor is non-responsive after multiple attempts to maintain communication; 2) The awarded contractor does not begin the contracted services within fifteen (15) calendar days of a DEO prescribed project start date; or 3) The awarded contractor no longer meets the minimum requirements to participate in the Rebuild Florida program.

4. Standards of Performance

All services shall be performed in a manner consistent with the requirements of this Contract and that is skillful and comparable to the related work standards throughout Florida under the same or similar circumstances. Contractor and any of their employees or subcontractors, while performing work for the State, shall maintain a professional work ethic.

In the event Contractor fails to perform any component of the services to DEO's reasonable satisfaction and such services are not performed in a manner reasonably consistent with the requirements of this Contract, DEO shall then have the option of immediately terminating the Contract as set forth in Section II.C.

5. Process for Obtaining and Completing Individual Housing Projects

DEO shall use the following process to allocate home repair/replacement construction Projects to

the Contractor:

- A. DEO shall establish a qualified Project by creating a Statement of Work based on an Applicant eligibility determination and site assessment. The Statement of Work shall include an itemized listing of all services to be provided by a contractor for each Project. The services shall include the provision of construction oversight and supervision, all labor and associated hardware and materials, acquisition of required permits, drawings, and equipment necessary to repair or replace homes that have been selected to receive assistance.
- B. DEO shall award an initial Project Bundle to Contractor. DEO may bundle as many as 200 projects in a single Project Bundle. DEO shall monitor and evaluate Contractor's performance with respect to the initial Project Bundle award. DEO may award subsequent Projects to Contractor, directly or through a third-party, based upon the Contractor's demonstrated capacity, capability, and performance on the initial Project Bundle.
- C. DEO has implemented a program cap on overhead and profit on all projects. Contractor's overhead and profit on individual projects shall not exceed the lesser of 30% of the overall project total or [the overhead and profit cap Contractor specified to DEO during the solicitation process]. Change Orders or Invoices submitted by Contractor reflecting an overhead and profit exceeding the lesser of the 30% of the overall project total or the overhead and profit cap Contractor specified to DEO during the solicitation process shall be rejected, as not cost reasonable. DEO reserves the right, on a case by case basis, to accept change orders exceeding the thresholds set forth above where DEO has determined that unique circumstances are present. The decision to accept change orders exceeding the thresholds set forth above will be handled through DEO's exceptions process and decisions will be conveyed to Contractor in writing.
- D. In order to accept awarded Projects, Contractor shall sign and return the Task Assignment Notification Form provided by DEO within five (5) business days of receipt from DEO. In the event Contractor does not sign the Task Assignment Notification Form within the afore described time period, the Project award shall be rescinded and reassigned.
- E. Projects awarded shall be subject to the following completion deadlines, unless DEO identifies a different time in the Statement of Work or if Contractor and DEO agree on a different timeline in writing:
 1. Reconstruction: 80 days from the issuance of the Notice to Start Construction;
 2. Repair/rehabilitation: 50 days from the issuance of the Notice to Start Construction;
 3. Replacement: 30 days from the issuance of the Notice to Start Construction.
- F. Once a Project is awarded to a Contractor, the following process shall govern how construction services shall be performed and compensated.
 1. For each Project awarded, DEO and Contractor shall sign the DEO Task Assignment Notification Form, which incorporates the Project's Statement of Work. Contractor shall then wait for DEO to provide a Notice to Proceed (NTP), which authorizes pre-construction activities. Pre-construction activities include obtaining all necessary permits, ensuring the Awardee's belongings are removed from the home (if necessary), and terminating utilities (if applicable). DEO's Project Manager shall notify the Awardee to move out of the home and terminate utilities, as necessary.

2. Unless DEO identifies a different time in the Statement of Work or unless Contractor and DEO agree on a different timeline in writing, pre-construction activities that shall be completed prior to the issuance of the Notice to Start Construction, and in any event shall be completed within 45 days of the issuance of a Notice to Proceed.
3. Contractor shall secure and provide to the DEO Project and Contract Managers proof of performance and payment bonds within ten (10) business days of execution of the NTP. Payment and Performance bonds should be commensurate with project total, if the project total exceeds \$100,000.00.
4. DEO shall review necessary pre-construction activities and authorize Contractor to begin construction by written notice. Projects, other than Projects requiring architectural services or evaluation shall be completed within the following timeframes, unless DEO sets forth a different time for completion in the Project's Statement of Work or if the Contractor and DEO agree on a different timeline in writing:
 - a) Reconstruction: 80 days from the issuance of the Notice to Start Construction;
 - b) Repair/rehabilitation: 50 days from the issuance of the Notice to Start Construction;
 - c) Replacement: 30 days from the issuance of the Notice to Start Construction.
5. Upon Contractor's completion of 50 percent (50%) of the Project's compensable construction services, Contractor shall provide DEO's Project Manager and Contract Manager written notice of same. DEO Project Manager shall then conduct a 50% inspection. If the inspection fails, Contractor shall correct any deficiencies in anticipation of the Substantial Completion Inspection. DEO conducts construction inspections on all Projects in which a Notice to Start Construction has been issued and a 50% construction inspection has not been requested within the required number of days from the issuance of the Notice to Start Construction. In the event Contractor has not completed 50% of a project as identified in the 50% inspection, Contractor may not invoice for any aspect of the project until passing the Substantial Completion Inspection. If Contractor requests and passes the 50% inspection or has completed 50% of the project within the required number of days from the issuance of the Notice to Start Construction, including any additional clearances required, Contractor may submit its 50% invoice package with all required documentation. Upon successful completion of the 50% invoice package review, payment shall be issued to the Contractor, less a retainage of 10%. This process is applicable to Single-family and Multifamily projects.
 - a) Once Contractor has completed all construction required by the Task Assignment Notification Form, Contractor shall request a Substantial Completion inspection to guarantee that all work has been satisfactorily completed according to the appropriate state and local codes and standards and accepted by all appropriate building code enforcement and Third-Party Inspectors, and that the home meets all housing standards.
 - b) During the Substantial Completion inspection, Contractor, shall develop a punch list, which DEO shall review and in its sole discretion approve, comprised of a listing of items, written as specifications, which constitute the remaining work necessary to complete the Project. The punch list shall represent work not performed satisfactorily

and work yet to be done, not additional work over and above the original or amended Task Assignment Notification Form. Once the punch list has been approved, no other separate work items are expected of Contractor. If the punch list contains more than ten (10) items, Contractor shall be deemed not ready for inspection, and subject to a re-inspection where a new punch list shall be prepared. For each re-inspection required after the Substantial Completion Inspection, a fee not to exceed \$225 shall be assessed for each individual unit requiring an inspection.

- c) This inspection confirms that all work has been completed and been accepted by building code enforcement and-or Third-Party Inspectors including all items on a punch list.
- d) Contractor shall provide all warranties prior to the inspector signing a Substantial Completion inspection form. Photographs shall be taken for documentation purposes. At this time, the Applicant shall be provided all instruction booklets and warranty information.
- e) The Substantial Completion inspection may at DEO's sole discretion include a follow-up walk through by the Contractor and Project Manager to ensure the punch list is completed to DEO's satisfaction.
- f) Upon passing the inspection, including any additional follow-ups required, Contractor may submit its final invoice package with all required documentation. Upon successful completion of the final invoice package review, payment shall be issued to the Contractor.

6. Contractor Responsibilities

- A. Provide site assessment and construction services on a continuing basis involving an individual Project for one (1) or more of the regional service areas listed above in Section 3., a. of Attachment 1. Typical projects may include, but are not limited to: New building construction, general site work, mobile home unit demolition, haul off, rehabilitation, repairs and renovations to existing structures that meet the Housing Repair and Replacement Program requirements, professional engineering design, and environmental remediation services, estimating services, inspections and construction administration.
- B. Contractor shall cooperate with the Applicant and Applicant's family and Project Manager and/or construction management staff from assignment to obtain a certificate of occupancy for closing. This includes but is not limited to:
 - 1. Timely obtaining all necessary state and local permits and approvals prior to the commencement of the work for each structure;
 - 2. Utility disconnection and reactivation;
 - 3. Providing architectural and house plan renderings;
 - 4. Demolition of damaged interior and exterior materials;
 - 5. Debris removal in accordance with all federal, state, and local requirements, including the disposal of potential asbestos containing materials;
 - 6. Site preparation;
 - 7. Foundation leveling, repair, and/or elevation;
 - 8. Structural damage repair;

9. Building envelope repair, including:
 - a) Roof repair or replacement and attendant damage;
 - b) Door and window replacement;
 - c) Siding /veneer repair or replacement;
 - d) Mechanical (HVAC), electrical, and plumbing systems repair or replacement;
 - e) Drywall repair or replacement;
 - f) Rough and trim carpentry;
 10. Surface preparation and painting;
 11. Flooring repair or replacement;
 12. Cabinet and appliance replacement;
 13. Lead-based paint, asbestos and mold mitigation;
 14. Specialty construction elements associated with historic properties, including coordination with Florida Division of Historical Resources and other local historic districts and stakeholders;
 15. Wind mitigation and retrofitting measures as may be required;
 16. Specialty construction elements associated with HUD CPD Green Building Retrofit Checklist techniques as required by HUD;
 17. Addressing special needs accessibility requirements;
 18. Construction of new residential structures including 2, 3, and 4-bedroom floor plans in accordance with all applicable local and state codes and standards as well as the specified Green Building Standard; and
 19. Conducting close-outs for each project, which may include obtaining certificate(s) of occupancy from applicable state and local authorities, and final elevation certificates for structures with required elevation.
- C. Contractor shall ensure compliance with the Davis Bacon Act.
- D. Contractor and subcontractors shall comply with Federal Register No. FR-6066-N-01 and Federal Register No. FR-6109-N-01, and potential future notices as identified by DEO.
- E. Contractor and subcontractors shall ensure building plans and materials are compliant with National Flood Insurance Program (NFIP) elevation standards, and state and local authorities requirements for each parcel.
- F. Contractor and subcontractors shall be able to demonstrate compliance with all U.S. Department of Housing and Urban Development (HUD) Section 3 requirements at any time throughout the process, as referenced in Attachment 8.
- G. Contractor and subcontractors shall carry and provide proof of a current general liability policy in at least the aggregate amount of all tasks awarded in this program within ten (10) business days of award. Failure to do so may result in termination of the Contract.
- H. Contractor and subcontractors shall provide proof of all appropriate licenses, credentials and certifications to demonstrate ability to complete job specific work and local requirements within each designated county.
- I. Contractor and subcontractors shall verify compliance with all federal accessibility requirements and state building code requirements, including the following:
1. 2012 Florida Accessibility Code for Building Construction, adopted pursuant to section

- 553.503, Florida Statutes;
2. The Fair Housing Act (42 U.S.C. 3601) as implemented by 24 CFR part 100;
 3. Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 701) as implemented by 24 CFR Part 8; and
 4. Titles II and III of the Americans with Disabilities Act (ADA) of 1990 (42 U.S.C. 12131–12134), as amended by the ADA Amendments Act of 2008, and as implemented by 28 CFR parts 35 and 36, incorporating the most recent amendments, regulations and rules.
- J. Contractor and subcontractors shall secure and provide proof of performance and payment bonds for each project in excess of \$100,000 within ten (10) business days of execution of the DEO Task Assignment Notification Form. Failure to do so may result in termination of the DEO Task Assignment Notification Form.
- K. Contractor and subcontractors shall be responsible for documenting (with photographs and written reports) any pre-existing and pre-storm damage to the property that has not been included in the scope of services.
- L. Contractor and subcontractors shall develop and maintain a quality control program. Contractor shall provide the name and job title of the person responsible for the Contractor's quality control program, as well as a description of the quality control program. A copy of Contractor's quality control manual may be required. The quality control manual shall become part of the Contract if Contractor's solicitation response is selected.
- M. Contractor and subcontractors are responsible to comply with HUD's Lead Safe Housing Rule; U.S. Environmental Protection Agency (EPA) Renovation, Repair and Painting Rule; and all other applicable rules and regulations. Project sites are required to be in full compliance at all times.
- N. Contractor and subcontractors performing, offering or claiming to perform renovations for compensation in target housing (pre-1978) shall comply with EPA's RRP Rule and EPA's Lead-Pre-Renovation Education (Lead-Pre) Rule. Regulatory requirements can be found at 40 CFR Part 745 Subpart E – Residential Property Renovation. Contractor and subcontractors participating in this disaster recovery program shall be EPA certified. In addition, all individuals performing renovation work on behalf of the firm shall be certified renovators.
- O. Contractor and subcontractors shall be responsible for determining utility needs, providing sanitary facilities and safely operating equipment on site and obtaining any required permits.
- P. Contractor and subcontractors are required to attend pre-construction meeting(s) with the Applicant, on occasion the DEO Project Manager may attend.
- Q. All work performed by Contractor shall be guaranteed for the following periods:
1. 1 Year – general warranty for repairs to the home;
 2. 2 Years – electrical, plumbing, and mechanical warranty (if such work is performed); and
 3. 10 Years – structural warranty (if structural work is performed).
- R. The warranties in Section 6. Q., of the Scope of Work, shall be stipulated in the Individual Project Statement of Work. For the specified period in the warranty, from the time of final inspection, the assisted Applicant may require the Contractor to correct defects or problems

arising from his or her work under this Contract. Should Contractor fail to do so, the assisted Applicant may take any necessary recourse by contacting HRRP. A reasonable amount of time shall be given to correct the problem; however, in no case shall such time exceed two (2) weeks to respond. Failure to correct any warranty claims within a reasonable period shall result in HRRP taking any and all action necessary against Contractor, including but not limited to, recoupment of payments to Contractor and/or any legal remedies available to HRRP.

- S. Contractor shall communicate directly with the DEO Project Manager for each property. Contractor shall provide status reports to the Project Manager and the DEO Construction Staff. This information shall be relayed to the Applicant from the Project Manager. Contractor shall be able to provide a status report upon request within 48 hours.
- T. Contractor is required to have a company representative on-site at the DEO office in Tallahassee, Florida approximately two (2) days per week, to assist DEO staff with project updates and administrative requirements as office space permits. DEO shall advise Contractor of the date of commencement for staff allocation.
- U. Contractor shall request a 50% completion inspection and 100% completion inspection per property. Upon 50% completion and 100% completion, Contractor shall be able to invoice for construction services.
- V. The Contractor shall provide for each of the following activities as part of the Construction Phase:
 - 1. Maintain a log of daily activities, including manpower/labor records, weather, delays, major decisions.
 - 2. Maintain a roster of sub-contractors on the Project with names and telephone numbers of principal personnel.
 - 3. Establish and enforce job rules governing parking, clean up, use of facilities, and worker discipline.
 - 4. Provide labor relations management.
 - 5. Provide for safety requirements to meet OSHA requirements. Monitor for sub-contractor compliance in accordance with industry best acceptable practices.
 - 6. Contractor shall adhere to all program guidelines and direction as described in Attachment 1, Scope of Work and Rebuild Florida Housing Repair and Replacement Program Guidelines.
- W. Contractor shall maintain sufficient off-site support staff and competent staff at the Project site authorized on behalf of the Contractor to coordinate, inspect, and provide general direction of the work and progress of any sub-contractors.
- X. Contractor represents and warrants the financial capacity information submitted to DEO is true, complete and correct in all material respects, that Contractor shall only agree to begin work on Project bundles that Contractor is able to support financially, shall provide DEO with certifications and such information as DEO determines is reasonably necessary to assess Contractor's financial capacity throughout the term of this Contract, has and shall maintain access to a minimum of One Million Five Hundred Thousand dollars in cash or cash equivalents, shall promptly inform DEO in writing of any materially adverse change to Contractor's financial condition.

Y. Contractor expressly acknowledges and agrees DEO may restrict or revoke Contractor's ability to receive Project bundles if DEO in its sole discretion determines Contractor has failed to meet an obligation under this Contract, including without limitation, maintenance of a financial condition acceptable to DEO, timely performance of obligations, failure to timely and appropriately respond to DEO inquiries, and failure to maintain adequate progress on any assigned Project.

Z. Lead-based paint disturbance and mitigation

Contractor shall ensure the following minimum requirements are met at all times when working on pre-1978 homes where lead hazards have been identified and shall be disturbed:

1. All sites are clean and protective covering is placed where required by applicable regulations during the renovation, especially when paint disturbing activities are taking place.
2. All workers on site are to have proper certifications with them while on site.
3. The Lead Renovator's certificate is required on site at all times from the start of the renovation until the final lead clearance has been achieved.
4. Ensure proper techniques are being used when performing paint disturbing activities.
5. At a minimum, two (2) items are required to be posted at all times to be seen clearly by anyone approaching the site and all workers until final lead clearance is achieved. See below.
6. EPA RRP required warning signage in English and Spanish - Example Signage



7. OSHA required lead warning signage in English and Spanish - Example Signage



AA. Rehabilitation and Reconstruction Progress Inspections

DEO conducts construction inspections on all files in which a Notice to Start Construction has been issued and a construction inspection has not been requested by the Contractor within the following timeframes:

1. If a reconstruction – 40 days (50% Completion Inspection) and/or 80 days (Substantial Completion / 100% Completion Inspection) of Notice to Start Construction; and
2. All other projects – 25 days (50% Completion Inspection) and/or 50 days (Substantial Completion / 100% Completion Inspection) of Notice to Start Construction.

BB. Substantial Completion inspection and Warranty Information

Once Contractor has completed all construction required by the Task Assignment Notification Form, Contractor shall request a Substantial Completion inspection to guarantee that all work outlined in the Contract has been satisfactorily completed according to the appropriate state and local codes and standards and the housing unit meets the housing standards. The Substantial Completion inspection confirms that all work has been completed and been accepted by building code enforcement and/or Third-Party Inspectors including all items on a punch list.

a punch list shall be developed toward the end of a Project. A punch list is a listing of items written as specifications, which constitute the work necessary to complete the Contract. As a result of the Substantial Completion inspection, Contractor shall develop the punch list, which an HRRP inspector may, in their sole discretion approve, although Contractor and the assisted Awardee prior to the Substantial Completion inspection can develop it. Either way, the punch list shall represent work yet to be done, not additional work over and above the original or amended Contract. Once the punch list has been approved, no other work items are expected of Contractor. If the punch list contains more than ten (10) items, Contractor is not ready for a Substantial Completion inspection.

Contractor shall provide all warranties prior to the inspector signing a Substantial Completion inspection form. Photographs shall be taken for documentation purposes. At this time, the Awardee shall be provided instruction booklets and warranty information.

CC. Re-inspections

In the event DEO personnel observe any fault(s) during inspections, Contractor shall be informed of the fault(s) and be provided a written report of the findings. When Contractor has remedied the fault(s), Contractor may request a re-inspection to be performed at a time no earlier than 48 hours from the request. A re-inspection fee, in an amount not to exceed \$225 per re-inspection, may be assessed and shall be the responsibility of Contractor. Re-inspections shall only be conducted as a result of a failed Substantial Completion Inspection.

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7. Deliverable, Tasks, Performance Measures and Financial Consequences

Contractor agrees to perform the following:

Deliverable No. 1 – Pre-Construction and Construction Activities		
Tasks	Performance Measures	Financial Consequences
<p>Contractor shall complete activities as listed in the Scope of Work and in accordance with the executed DEO Task Assignment Notification Form and DEO approved Notice to Proceed (NTP) and Notice to Start Construction (NTC).</p>	<p>Contractor shall complete project pre-construction task as evidence by the issuance of a Notice to Start Construction (NTC).</p> <p>Contractor shall be reimbursed upon 50% and 100% completion of one (1) project as evidenced by submission of the following:</p> <ul style="list-style-type: none"> • 50% completion – Completed AIA forms G702 and G703, or their substantive equivalent, signed by a licensed professional certifying to the percentage of project completion and photographs of project in progress. • 100% completion - Completed AIA forms G702 and G703, or their substantive equivalent, signed by a licensed professional certifying to the percentage of project completion; photographs of the completed project; and copy of the Certificate of Occupancy. • Invoice package in accordance with Section 5. F., above, and Section 7 of this Scope of Work. 	<p>Failure to complete project pre-construction tasks within established timeframes shall result in Contractor being penalized \$150 per day until such time as Contractor completes the project preconstruction tasks.</p> <p>Failure to pass the 50% inspection conducted within the required timeframe from the issuance of the Notice to Start Construction (NTC) shall result in the Contractor’s forfeiture of their right to invoice for 50% payment.</p> <p>Failure to pass the Substantial Completion Inspection shall result in reduction of payment of \$225 for costs associated with performance of a re-inspection for each individual unit requiring an inspection.</p> <p>Failure to complete a project (including passing a Substantial Completion Inspection) within the required timeframes shall result in a reduction of payment by 10% of the total final project cost for each 30-day period beyond the required timeframe (e.g. 1-30 day = 10%; 31-60 = 20%; etc.).</p> <p>Failure to complete a noted deficiency in a task after the first notification shall result in a financial consequence in the amount of \$5,000.00 for each task deficiency not completed/corrected for the 50% or 100% inspection.</p>
<p>Deliverable total determined by the cumulative cost of all DEO Task Assignment Notification Forms</p>		

8. DEO Responsibilities

- A.** Designate a Contract Manager who shall award Projects; issue Notices to Proceed (NTP); issue Notices to Start Construction (NTC); and be Contractor's point of contact for invoicing, in accordance with this Scope of Work.
- B.** Designate a Project Manager who shall develop qualified Projects; conduct inspections as requested; and act as a communication liaison with Applicants and Contractor, in accordance with this Scope of Work.
- C.** DEO's Contract Manager and Project Manager shall provide on-going training and technical assistance as needed to Contractor. DEO's monitoring unit shall provide yearly on-site visits to review each Contractor's work pursuant to this Contract.
- D.** Provide Project-related information to Contractor, as required.
- E.** Conduct any required coordination, communication, and document distribution with any State entities external to DEO, including the Florida Legislature, House and Senate staff, other State agencies, the Governor's office, and other entities as required. This includes status reports to each assigned Project Manager per property.
- F.** Review all deliverables and authorize payments for approved deliverables. Deliverables should be complete and comply with the terms of this Contract. Contractor may request payment based on 50% and 100% completion inspections.
- G.** Be available for consultation throughout the term of the contract by phone and or scheduled appointment at DEO Tallahassee, FL office.
- H.** Review Contractor's invoices for accuracy and thoroughness and process them on a timely basis.
- I.** Review and approve the assignment of all team members, both initially proposed and any subsequent changes.
- J.** Maintain paper, electronic, and final archive copies of all deliverables.
- K.** Expeditiously respond to inquiries or requests from Contractor.
- L.** Provide meeting sites when necessary.
- M.** Ensure project management and oversight standards set forth in rules 74-1.001 - 1.009, F.A.C. are followed.
- N.** Ensure Contractor's compliance with the requirements of the AST as defined in Rule 74-1, F.A.C., and section 282.0051(3), F.S.
- O.** DEO shall designate a Project Manager who shall be fully acquainted with the Project and shall define the lines of the Department's authority to approve a Construction Budget, execution of DEO Task Assignment Notification Form, issuance of an NTP, and review requested changes

in any Project scope. The Project Manager, at DEO's direction, shall render decisions promptly and furnish information expeditiously to Contractor.

- P. All approval and decision-making (regardless of designee management/oversight)

9. Method of Payment/Invoice

- A. Payment shall be made in accordance with sections 215.422 and 287.0585, F.S., which govern time limits for payment of invoices. Invoices that shall be returned to a Contractor due to preparation errors shall result in a delay in payment. Contractor may call (850) 413-7269 Monday through Friday to inquire about the status of payment by State agencies. DEO is responsible for all payments under this Contract.
- B. Invoices shall contain the Contract number, purchase order number, date, period in which work was performed, an amount, name, address and the appropriate Federal Identification Number (FEID). The State may require any other information from the Contractor that the State deems necessary to verify that the goods and or services have been rendered under the Contract.
- C. Contractor shall provide complete pricing information, for all items, throughout the term of the Contract. All requests for compensation for services or expenses shall be submitted in detail sufficient for a pre-audit and post-audit in accordance with subsection 287.058(1)(a), Florida Statutes.
- D. Contractor invoicing for overhead and profit shall not exceed 30% of the overall individual project total. DEO shall not compensate Contractor for overhead and profit exceeding 30% of the overall individual project total.
- E. Contractor shall submit with the invoice all documentation to support any reimbursements to DEO for review which shall include:
 - 1) AIA Document G702;
 - 2) AIA Document G703/Schedule of Values;
 - 3) All supporting documentation for vendor payments;
 - 4) Photographs of the project in progress and completed work; and
 - 5) Proof of payment.
- F. Single Family & Multi-Family Project Inspections - Upon passing the 50 percent and Substantial Completion inspection, including any additional clearance required, Contractor shall submit 50 percent draw request documents, including invoices, to DEO. Upon passing the 50 percent draw review, the first payment shall be issued to the Contractor, less a retainage of 10 percent.

DEO conducts construction inspections on all files in which a notice to start construction has been issued and a construction inspection has not been requested within the required number of days from the issuance of the Notice to Start Construction. In the event that the Contractor has not completed 50% of the project as identified in the 50 percent inspection, the Contractor may not invoice for any aspect of the project until passing the Substantial Completion Inspection. This process is applicable to Single-family and Multifamily projects.

10. Contractor's Responsibilities upon Termination

After receipt of a Notice of Termination, and except as otherwise specified by DEO, Contractor shall:

- A. Stop work under this Contract on the date and to the extent specified in the notice.
- B. Complete performance of such part of the work as shall not have been terminated by DEO.
- C. Take such action as may be necessary, or as DEO may specify, to protect and preserve any property which is in the possession of Contractor and in which DEO has or may acquire an interest.
- D. Upon the effective date of termination of the Contract, Contractor shall transfer, assign, and make available to DEO all property and materials belonging to DEO. No extra compensation shall be paid to Contractor for its services in connection with such transfer or assignment.

11. Financial Consequences for Failure to Timely and Satisfactorily Perform

- A. Failure to complete the deliverables in accordance with the requirements of this Contract, and in particular, as specified in Section 6, Contractor's Responsibilities, of this Scope of Work shall result in substantial injury to DEO and damages arising from such failure cannot be calculated with any degree of certainty. Therefore, it is hereby agreed that if the services/items are not timely and satisfactorily performed, and the parties agree to a corrective action plan, but Contractor then fails to comply with the approved corrective action plan, Contractor(s) may be assessed Financial Consequences as specified in Attachment 1, Section 7. In addition, if it becomes necessary for DEO to institute a corrective action plan and Contractor fails to comply with the approved corrective action plan, Contractor shall be assessed the additional financial consequences specified in the corrective action plan or the financial consequences that would have been imposed under Attachment 1, Section 7, whichever is higher. Failure of Contractor to timely and adequately perform under any corrective action plan implemented by the parties shall result, at the minimum, in a financial consequence that would have been imposed under Attachment 1, Section 7.
- B. For each Project, if the Contractor fails to timely perform by failing to pass the Substantial Completion Inspection by the 50th or 80th day (as applicable), unless a different deadline is agreed upon by the parties in writing, following DEO's notice to start construction, DEO may impose liquidated damages in an amount equal to 10 percent of the total final Project cost for every 30-day period following the applicable deadline until the Substantial Completion Inspection is approved for the Project (for example, 1-30 days beyond timeframe = 10% penalty; 31-60 days beyond timeframe = 20% penalty, etc.).

This provision for financial consequences shall in no manner affect DEO's right to terminate the Contract as provided elsewhere in this Contract. The financial consequences set forth herein do not constitute exclusive remedies of DEO, and DEO shall retain all rights, privileges, and remedies available to it at law and in equity

12. Retainage

A 10% retainage shall be applied and reflected on the 50 percent invoice. Such retainage shall be withheld from payment to Contractor pending satisfactory completion of work and approval

of all deliverables.

13. Change Orders

Where additional work is necessary to make repairs or to correct unforeseen dangerous conditions, Contractor shall submit to DEO a Change Order consisting of a detailed description and justification of the work needed, including quantities and location, the cost of such work, and the time necessary for such work to be completed using the same format as the DEO Task Assignment Notification Form, Attachment 5. Unless it is determined there exists an immediate health and safety danger, NO WORK SHALL BE AUTHORIZED until agreed upon in writing by the Awardee, Contractor, and DEO. All Change Orders shall be reviewed for cost reasonableness and eligibility by DEO program management. All change orders with an overhead and profit exceeding 30% of the overall project total shall be rejected, as not cost reasonable. Only eligible items shall be approved.

14. Liquidated Damages upon Contract Termination

DEO is entitled to completion of the services/items within the schedules fixed in Attachment 1, Scope of Work, hereof or within such further time, if any, as may be allowed in accordance with the provisions of the Contract. In the event of termination of the Contract by DEO for cause, Contractor shall be liable to DEO for \$1,000 dollars for each calendar day after termination, up to 60 days, for DEO's expenses for additional managerial and administrative services required to complete or obtain the services/items from another contractor. Liquidated damages for this period of time, is in addition to the financial consequences assessed (as provided for in Attachment 1, Section 7) prior to termination. This liquidated damage provision addresses only the cost to DEO for re-procurement of these services and does not limit DEO's ability to pursue other damages it incurs as a result of Contractor's breach. In addition, if there is any termination for cause, DEO may withhold payment for any work performed that did not result in the completion of the scope of work and may assess additional damages in an amount equal to any cost incurred by DEO due to contractor failure.

15. Background Screening

Contractor shall be responsible for obtaining and providing Level One (1), or equivalent, written background checks from the Florida Department of Law Enforcement (FDLE) on all employees and substitute(s) that shall provide services pursuant to the Contract. This documentation shall be provided to the DEO Contract Manager upon execution of the DEO Task Assignment Notification Form. DEO reserves the right to reject any employee from providing services on the basis of the background check. The Contractor may access the FDLE website to perform the background check and is responsible for payment. The address for the website is: <http://www.fdle.state.fl.us/cms/Criminal-History-Records/Obtaining-Criminal-History-Information.aspx>. Written FDLE background checks shall be submitted and approved prior to staffing changes.

16. Notification of Instances of Fraud

Incidents of Contractor's operational fraud or criminal activities shall be reported to DEO's Contract Manager within twenty-four (24) hours.

17. Confidentiality and Safeguarding Information

Contractor may have access to confidential information during the course of performing these services/items described in this Contract. Contractor shall implement procedures to ensure protection and confidentiality of data, files and records involved with this Contract. All Contractor personnel assigned to this project shall sign a confidentiality statement which shall be provided by DEO. The Contractor's confidentiality procedures shall be approved by DEO and shall comply with all State and Federal confidentiality requirements, including but not limited to Chapter 119, Florida Statutes, and all Contractor employees shall be appropriately screened in a manner comparable to sections 435.03 and 435.04, Florida Statutes.

18. Change of Ownership

If a change of ownership of the company is anticipated during the thirty-six (36) months following the execution of this Contract, Contractor shall describe the circumstances of such change and indicate when the change is likely to occur.

- End of Attachment 1 (Scope of Work) -

Attachment 2
CERTIFICATIONS AND ASSURANCES

DEO shall not award this Contract unless Contractor completes the CERTIFICATIONS AND ASSURANCES contained in this Attachment. In performance of this Contract, Contractor provides the following certifications and assurances:

- A. Debarment and Suspension Certification (24 CFR Part 24)**
- B. Certification Regarding Lobbying (24 CFR Part 87 and 31 U.S.C. 1352)**
- C. Nondiscrimination & Equal Opportunity Assurance (24 CFR Part 6 and 24 CFR Part 146)**
- D. Certification Regarding Public Entity Crimes, section 287.133, F.S.**
- E. Association of Community Organizations for Reform Now (ACORN) Funding Restrictions Assurance (Pub. L. 111-117)**
- F. Certification Regarding Scrutinized Companies Lists, section 287.135, F.S.**

A. CERTIFICATION REGARDING DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS – PRIMARY COVERED TRANSACTION.

The undersigned Contractor certifies to the best of its knowledge and belief, that it and its principals:

1. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by a Federal department or agency;
2. Have not within a three-year period preceding this Contract been convicted 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;
3. Are not presently indicted or otherwise criminally or civilly charged by a government entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph A.2. of this certification; and/or
4. Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State, or local) terminated for cause of default.

B. CERTIFICATION REGARDING LOBBYING – Certification for Contracts, Grants, Loans, and Cooperative Agreements.

The undersigned Contractor certifies, to the best of its knowledge and belief, that:

No Federal appropriated funds have been paid or shall be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence 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.

If any funds other than Federal appropriated funds have been paid or shall 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 employees of Congress, or employee of a Member of Congress in connection with a Federal contract, grant, loan, or cooperative agreement, the undersigned shall

also complete and submit Standard Form – LLL, “Disclosure Form to Report Lobbying,” in accordance with its instructions.

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

This certification is a material representation of fact upon which reliance was placed when this Contract was made or entered into. Submission of this certification is a prerequisite for making or entering into this Contract imposed by 31 U.S.C. 1352. 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.

C. NON-DISCRIMINATION & EQUAL OPPORTUNITY ASSURANCE (24 CFR PART 6 AND 24 CFR PART 146).

As a condition of the Contract, Contractor assures that it shall comply fully with the nondiscrimination and equal opportunity provisions of the following laws:

1. Section 188 of the Workforce Investment Act of 1998 (WIA), (Pub. L. 105-220), which prohibits discrimination against all individuals in the United States on the basis of race, color, religion, sex national origin, age, disability, political affiliation, or belief, and against beneficiaries on the basis of either citizenship/status as a lawfully admitted immigrant authorized to work in the United States or participation in any WIA Title I-financially assisted program or activity;
2. Title VI of the Civil Rights Act of 1964 (Pub. L. 88-352), as amended, and all requirements imposed by or pursuant to the Regulation of the Department of Housing and Urban Development (24 CFR Part 6), to the end that, in accordance with Title VI of that Act and the Regulation, no person in the United States shall, on the ground of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity for which the Applicant receives Federal financial assistance from the Department.
3. Section 504 of the Rehabilitation Act of 1973 (Pub. L. 93-112) as amended, and all requirements imposed by or pursuant to the Regulation of the Department of Housing and Urban Development (24 CFR Part 84), to the end that, in accordance with Section 504 of that Act, and the Regulation, no otherwise qualified handicapped individual in the United States shall, solely by reason of his handicap, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity for which the Applicant receives Federal financial assistance from the Department.
4. The Age Discrimination Act of 1975 (Pub. L. 94-135), as amended, and all requirements imposed by or pursuant to the Regulation of the Department of Housing and Urban Development (24 CFR Part 146), to the end that, in accordance with the Act and the Regulation, no person in the United States shall, on the basis of age, be denied the benefits of, be excluded from participation in, or be subjected to discrimination under any program or activity for which the Applicant receives Federal financial assistance from the Department.
5. Title IX of the Educational Amendments of 1972 (Pub. L. 92-318), as amended, and all requirements imposed by or pursuant to the Regulation of the Department of Housing and Urban Development (24 CFR Part 3), to the end that, in accordance with Title IX and the Regulation, no person in the United States shall, on the basis of sex, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any education program or activity for which the Applicant receives Federal financial assistance from the Department.
6. The American with Disabilities Act of 1990 (Pub. L. 101-336), prohibits discrimination in all employment practices, including, job application procedures, hiring, firing, advancement, compensation, training, and other terms, conditions, and privileges of employment. It applies to

Birmingham, AL 35243

(City, State, ZIP Code)

- End of Attachment 2 -

Attachment 3

State and Federal Statutes, Regulations, and Policies

The Contractor agrees to, and, by signing this Contract, certifies that, it shall comply with the requirements of 24 C.F.R. part 570, subpart I, and § 570.200(j) and § 570.606 (HUD regulations concerning State Community Development Block Grant Programs). The Contractor also agrees to use funds available under this Contract to supplement rather than supplant funds otherwise available. The Contractor further agrees to comply with all other applicable Federal, State and local laws, regulations, and policies governing the funds provided under this Contract, including, but not limited to the following:

1. Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (2 C.F.R. part 200);
2. Title I of the Housing and Community Development Act of 1974, as amended (42 U.S.C. §§ 5301-5321);
3. Rules and Procedures for Efficient Federal-State Funds Transfers (31 C.F.R. part 205);
4. Community Planning Act (§ 163.3164, F.S.);
5. Applicable HUD Community Planning and Development Notices
<https://www.hudexchange.info/manage-a-program/cpd-notices>);
6. Single Audit Act Amendments of 1996 (31 U.S.C. §§ 7501-7507);
7. Environmental Review Procedures for Entities Assuming HUD Responsibilities (24 C.F.R. part 58);
8. Environmental Criteria and Standards (24 C.F.R. part 51);
9. Flood Disaster Protection Act of 1973, as amended (42 U.S.C. §§ 4001-4129), Floodplain Management and Protection of Wetlands (24 C.F.R. part 55), and Executive Orders 11988 (Floodplain Management) and 11990 (Protection of Wetlands);
10. National Environmental Policy Act of 1969, as amended (42 U.S.C. §§ 4321-4370h) and other provisions of law which further the purpose of this act;
11. National Historic Preservation Act of 1966, as amended (54 U.S.C. §§ 300301-320303), Protection of Historic Properties (36 C.F.R. part 800), and other provisions of law which further the purpose of this act;
12. Archaeological and Historic Preservation Act of 1974 and Reservoir Salvage Act of 1960, as amended (54 U.S.C. §§ 312501-312508);
13. Coastal Zone Protection Act of 1985 (§§ 161.52-161.58, F.S.);
14. Safe Drinking Water Act of 1974, as amended (42 U.S.C. §§ 1400-1465);
15. Federal Water Pollution Control Act of 1972, as amended (33 U.S.C. §§ 1251-1387);
16. Davis–Bacon Act of 1931, as amended (40 U.S.C. §§ 3141-3148) and Labor Standards Provisions of 29 C.F.R. part 5;
17. Contract Work Hours and Safety Standards Act of 1962, as amended (40 U.S.C. §§ 3701-3708);
18. Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act of 1975 (42 U.S.C. §§ 6901-6992k);
19. Architectural Barriers Act of 1968 (42 U.S.C. §§ 4151-4157) and the Uniform Accessibility Standards, as applicable;

20. Federal Fair Labor Standards Act of 1938, as amended (29 U.S.C. §§ 201-219);
21. Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (42 U.S.C. §§ 4601-4655), and the applicable rules for Federal and Federally-Assisted Programs at 49 C.F.R. part 24;
22. Copeland “Anti-Kickback” Act (18 U.S.C. § 874);
23. Hatch Act of 1939, as amended (5 U.S.C. §§ 1501-1508);
24. Lead-Based Paint Poisoning Prevention Act (42 U.S.C. §§ 4821-4846); the Residential Lead-Based Paint Hazard Reduction Act of 1992 (42 U.S.C. §§ 4851–4856); and the applicable implementing regulations at 24 C.F.R. part 35 and 24 C.F.R. part 570, subparts A, B, J, K, and R;
25. Section 102 of HUD Reform Act of 1989 (42 U.S.C. § 3545) and HUD Reform Act regulations at 24 C.F.R. part 4;
26. False Claims Act (31 U.S.C. §§ 3729-3733);
27. Comprehensive Procurement Guideline for Products Containing Recovered Materials (40 C.F.R. part 247);
28. Clean Air Act (42 U.S.C. §§ 7401-7671q.), and National Primary and Secondary Ambient Air Quality Standards (40 C.F.R. part 50); and
29. Whistleblower Protection enacted by Section 828 of P.L. 112-239 and permanently extended under P.L 114-261.

- End of Attachment 3 –

Attachment 4

Subrecipient Enterprise Resource Application (SERA) Form

	Department of Economic Opportunity Subrecipient Enterprise Resource Application (SERA) Security Agreement / Confidentiality Form for Subrecipients	All fields SHALL be completed for access to be granted.
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Section A – Requestor’s Information

User Contact Information First Name: _____ Middle Name: _____ Last Name: _____ Job Title: _____ Phone Number: _____ Fax Number: _____ Email: _____	Primary Unit Information Organization Name: _____ Address: _____ City: _____ State: _____ Zip: _____ Region: _____ County: _____ Unit(s): _____
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Section B – Level of Access Requested

PROGRAM GROUP	PROGRAM	PROGRAM SPECIFIC	READ ONLY	FULL ACCESS	REASON FOR ACCESS
WORKFORCE	All Workforce Programs		<input type="checkbox"/>	<input type="checkbox"/>	
ESS			<input type="checkbox"/>	<input type="checkbox"/>	
	WAP	<input type="checkbox"/>			
	LIHEAP	<input type="checkbox"/>			
	CSBG	<input type="checkbox"/>			
CDBG			<input type="checkbox"/>	<input type="checkbox"/>	
	CDBG	<input type="checkbox"/>			
	CDBG – DR (List below)	<input type="checkbox"/>			
		<input type="checkbox"/>			
		<input type="checkbox"/>			

Section C – Subrecipient Access Approval

Security / Confidentiality Agreement

Your supervisor has authorized you to have access to sensitive data through the use of the Department of Economic Opportunity (DEO) Information Systems and related media (i.e. printed reports, system inquiries, etc.). All confidential information, particularly Personally Identifiable information (PII) are subject to the protection of federal, state and local laws and are to be protected accordingly. Unauthorized access, use, disclosure, modification, and/or destruction of confidential information is a crime under state and federal laws, including, but not limited to The Florida Computer Crimes Act, Chapter 815 Florida Statutes (F.S.) and Florida’s Unemployment Compensation Law, Chapter 443, F.S.

*I certified that I have read the security/confidentiality statement printed above. I further certify and understand that unauthorized access, use modification, dissemination, and/or destruction of confidential information may be punishable as a crime and/or result in disciplinary action taken against me. I acknowledge that I have received, read and that I understand Chapter 815, F.S. and have received any necessary clarification from my supervisor.

_____ Requestor’s Signature	_____ Supervisor’s Signature	_____ CFO / Executive Director’s Signature
_____ Print/Type Name Date	_____ Print/Type Name Date	_____ Print/Type Name Date

Section D – DEO Authorization			
SERA ROLE	SERA PROFILE		
DEO Program Approval	_____ Signature	_____ Print Name	_____ Date
DEO BFM Approval	_____ Signature	_____ Print Name	_____ Date
DEO Security Officer's Approval	_____ Signature	_____ Print Name	_____ Date
DEO IT: Activated	_____ Date	Inactivated: _____	_____ Date

- End of Attachment 4 -

**Attachment 5
DEO Task Assignment Notification Form**

DEO Contract Number: _____ Task Assignment Number: _____

Task Assignment Total: _____

Contractor Name: _____

Contractor's

Contract Manager Name: _____ Phone Number: _____

DEO's

Contract Manager Name: _____ Phone Number: _____

DEO's

Project Manager Name: _____ Phone Number: _____

Please complete the following for each Project [use additional pages if necessary]

Project Number: _____ Project Total: _____

Project Address (Street, City & County): _____

Project Description (Brief Summary of the Project):

Course of Events Following Execution of the DEO Task Assignment Notification Form: Contractor shall complete all pre-constructions activities as described in the Statement of Work once the Homeowner Grant Agreement has been executed and DEO provides a Notice to Proceed (Pre-construction Activities). No activities/ work shall begin prior to the issuance of the Notice to Proceed (NTP). After issuance of the Notice to Proceed (NTP), Contractor shall begin pre-construction activities (permits/ bonds), bond required if project total meets or exceeds \$100,000.00.

Performance Bond Due Date: _____ Payment Bond Due Date: _____

- ┌ **Obtain all necessary Permits**
- ┌ **Terminating utilities (if applicable)**
- ┌ **Ensure applicant belongings are removed from the home (if applicable)**

DEO shall review all necessary pre-construction activities and ensure proof of all required permits and/ or insurance before providing the Notice to Start Construction (NTC).

Attachments

This Task Assignment Notification contains the following attachments:

Exhibit 1 – Project Number _____ Statement of Work

Acceptance of Quote: The prices included in the statement of work, specifications and conditions are satisfactory and are hereby accepted. DEO shall provide a Notice to Proceed (Pre-construction Activities) once the Homeowner Agreement has been executed. No activities/ work shall begin prior to the receiving the Notice to Proceed (NTP).

Contractor’s Authority: _____ Date: _____

DEO Contract Manager: _____ Date: _____

Director, Office of Disaster Recovery: _____ Date: _____

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Exhibit 1**Statement of Work****STATEMENT OF WORK****Exterior****Exterior**

DESCRIPTION	QNTY	UNIT COST	TOTAL
-----SOFFIT, FASCIA & GUTTERS-----			
1a. Remove Soffit & fascia - metal - 2' overhang	LF @	=	
1b. Soffit & fascia - metal - 2' overhang	LF @	=	
2a. Remove Gutter / downspout - aluminum - 6"	LF @	=	
2b. Gutter / downspout - aluminum - 6"	LF @	=	

Roof**Roof**

DESCRIPTION	QNTY	UNIT COST	TOTAL
-----ROOFING-----			
3a. Remove Sheathing - radiant barrier - 1/2" - OSB	SF @	=	
3b. Sheathing - radiant barrier - 1/2" - OSB	SF @	=	
4. Remove Laminated - comp. shingle rfg. - w/ felt	SQ @	=	
5. Laminated - comp. shingle rfg. - w/ felt	SQ @	=	
6a. Remove Drip edge	LF @	=	
6b. Drip edge	LF @	=	
7a. Remove Continuous ridge vent - shingle-over style	LF @	=	
7b. Continuous ridge vent - shingle-over style	LF @	=	
8a. Remove Ridge cap - composition shingles	LF @	=	
8b. Ridge cap - composition shingles	LF @	=	
9a. Remove Flashing - pipe jack	EA @	=	
9b. Flashing - pipe jack	EA @	=	
10a. Remove Roof vent - turbine type - Standard grade	EA @	=	
10b. Roof vent - turbine type - Standard	EA @	=	

grade

Main Level

Main Level

DESCRIPTION	QNTY	UNIT COST	TOTAL
-------------	------	-----------	-------

-----GENERAL ITEMS-----

11. Final cleaning - construction - Commercial	SF @	=	
--	------	---	--

Living Room

Height: 8'

Missing Wall	3' 5" X 8'	Opens into HALLWAY
Missing Wall	9' 1" X 8'	Opens into DINING_ROOM

DESCRIPTION	QNTY	UNIT COST	TOTAL
-------------	------	-----------	-------

-----WALLS & CEILINGS-----

12. Apply anti-microbial agent to the walls	SF @	=	
13. Seal stud wall for odor control	SF @	=	
14a. Remove 1/2" drywall - hung, taped, floated, ready for paint	SF @	=	
14b. 1/2" drywall - hung, taped, floated, ready for paint	SF @	=	
15. Seal/prime then paint the walls twice (3 coats)	SF @	=	
16a. Remove Baseboard - 2 1/4"	LF @	=	
16b. Baseboard - 2 1/4"	LF @	=	
17. Seal & paint baseboard - two coats	LF @	=	

-----INSULATION-----

18a. Remove Batt insulation - 4" - R13 - paper faced - wall	SF @	=	
18b. Batt insulation - 4" - R13 - paper faced - wall	SF @	=	

-----DOORS & WINDOWS-----

19a. Remove Exterior door - metal - insulated - Standard grade	EA @	=	
19b. Exterior door - metal - insulated - Standard grade	EA @	=	
20. Prime & paint door slab only - exterior (per side)	EA @	=	
21. Paint door/window trim & jamb - 2 coats (per side)	EA @	=	
22. Door lockset & deadbolt - exterior - Standard grade	EA @	=	
23. Door stop - spring stop - mounted on baseboard	EA @	=	

-----FLOORING-----

24a. Remove Carpet pad - Standard grade	SF @	=	
24b. Carpet pad - Standard grade	SF @	=	
25. Remove Carpet - Standard grade	SF @	=	
26. Carpet - Standard grade	SF @	=	

15% waste added for carpet.

Grand Total Areas:

SF Walls	SF Ceiling	SF Walls and Ceiling
SF Floor	SY Flooring	LF Floor Perimeter
SF Long Wall	SF Short Wall	LF Ceil. Perimeter
Wall		

Floor Area	Total Area	Interior Wall Area
Exterior Wall Area	Exterior Perimeter of Walls	
Surface Area	Number of Squares	Total Perimeter Length
Total Ridge Length	Total Hip Length	

Recap by Room

**Estimate: Sample Statement
of Work**

Area: Exterior	\$	%
Area: Roof	\$	%
<hr/>		
Area Subtotal: Roof	\$	%
<hr/>		
Area Subtotal: Exterior	\$	%
Area: Main Level	\$	%
Living Room	\$	%
<hr/>		
Area Subtotal: Main Level	\$	%
<hr/>		
Subtotal of Areas	\$	%
<hr/>		
Total	\$	%

Items	Total	%
CLEANING	\$	%
GENERAL DEMOLITION	\$	%
DOORS	\$	%
DRYWALL	\$	%
FLOOR COVERING - CARPET	\$	%
FINISH CARPENTRY / TRIMWORK	\$	%
FINISH HARDWARE	\$	%
HAZARDOUS MATERIAL REMEDIATION	\$	%
INSULATION	\$	%
PAINTING	\$	%
ROOFING	\$	%
SOFFIT, FASCIA, & GUTTER	\$	%
<hr/>		
Subtotal	\$	%
Material Sales Tax	\$	%
	@	7.000%
<hr/>		
Total	\$	%

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**Attachment 6
DEO Task Assignment Change Order**

DEO Contract Number: _____ Task Assignment Number: _____

Task Assignment Total: _____

Contractor Name: _____

Contractor's
Contract Manager Name: _____ Phone Number: _____

DEO's
Contract Manager Name: _____ Phone Number: _____

Please complete the following for each Project Change Order [use additional pages if necessary]

Project Number: _____ Project Total: _____

Project Address (Street, City & County): _____

Project Description (Brief Summary of the Project):

Contractor shall complete all pre-constructions activities as described in the Statement of Work.

Performance Bond Due Date: _____ Payment Bond Due Date: _____

- ┌ Obtain all necessary Permits
- ┌ Terminating utilities (if applicable)
- ┌ Ensure applicant belongings are removed from the home (if applicable)

DEO shall review all necessary pre-construction activities and ensure proof of all required insurance before providing the Notice to Proceed.

Attachments

This Task Assignment Notification contains the following attachments:

Exhibit 1 – Project Number _____ Revised Statement of Work

Acceptance of Quote: The prices included in the statement of work, specifications and conditions are satisfactory and are hereby accepted. DEO shall provide Contractor a Notice to Proceed upon completion of pre-construction activities.

Contractor's Authority: _____ Date: _____

DEO Contract Manager: _____ Date: _____

Director, Office of Disaster Recovery: _____ Date: _____

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Exhibit 1**Revised Statement of Work****STATEMENT OF WORK****Exterior****Exterior**

DESCRIPTION	QNTY	UNIT COST	TOTAL
-----SOFFIT, FASCIA & GUTTERS-----			
1a. Remove Soffit & fascia - metal - 2' overhang	LF @	=	
1b. Soffit & fascia - metal - 2' overhang	LF @	=	
2a. Remove Gutter / downspout - aluminum - 6"	LF @	=	
2b. Gutter / downspout - aluminum - 6"	LF @	=	

Roof**Roof**

DESCRIPTION	QNTY	UNIT COST	TOTAL
-----ROOFING-----			
3a. Remove Sheathing - radiant barrier - 1/2" - OSB	SF @	=	
3b. Sheathing - radiant barrier - 1/2" - OSB	SF @	=	
4. Remove Laminated - comp. shingle rfg. - w/ felt	SQ @	=	
5. Laminated - comp. shingle rfg. - w/ felt	SQ @	=	
6a. Remove Drip edge	LF @	=	
6b. Drip edge	LF @	=	
7a. Remove Continuous ridge vent - shingle-over style	LF @	=	
7b. Continuous ridge vent - shingle-over style	LF @	=	
8a. Remove Ridge cap - composition shingles	LF @	=	
8b. Ridge cap - composition shingles	LF @	=	
9a. Remove Flashing - pipe jack	EA @	=	
9b. Flashing - pipe jack	EA @	=	
10a. Remove Roof vent - turbine type - Standard grade	EA @	=	
10b. Roof vent - turbine type - Standard	EA @	=	

grade

Main Level

Main Level

DESCRIPTION	QNTY	UNIT COST	TOTAL
-------------	------	-----------	-------

-----GENERAL ITEMS-----

11. Final cleaning - construction - Commercial	SF @	=	
--	------	---	--

Living Room

Height: 8'

Missing Wall

Opens into HALLWAY

Missing Wall

Opens into DINING_ROOM

DESCRIPTION	QNTY	UNIT COST	TOTAL
-------------	------	-----------	-------

-----WALLS & CEILINGS-----

12. Apply anti-microbial agent to the walls	SF @	=	
13. Seal stud wall for odor control	SF @	=	
14a. Remove 1/2" drywall - hung, taped, floated, ready for paint	SF @	=	
14b. 1/2" drywall - hung, taped, floated, ready for paint	SF @	=	
15. Seal/prime then paint the walls twice (3 coats)	SF @	=	
16a. Remove Baseboard - 2 1/4"	LF @	=	
16b. Baseboard - 2 1/4"	LF @	=	
17. Seal & paint baseboard - two coats	LF @	=	

-----INSULATION-----

18a. Remove Batt insulation - 4" - R13 - paper faced - wall	SF @	=	
18b. Batt insulation - 4" - R13 - paper faced - wall	SF @	=	

-----DOORS & WINDOWS-----

19a. Remove Exterior door - metal - insulated - Standard grade	EA @	=	
19b. Exterior door - metal - insulated - Standard grade	EA @	=	
20. Prime & paint door slab only - exterior (per side)	EA @	=	
21. Paint door/window trim & jamb - 2 coats (per side)	EA @	=	
22. Door lockset & deadbolt - exterior - Standard grade	EA @	=	
23. Door stop - spring stop - mounted on baseboard	EA @	=	

-----FLOORING-----

24a. Remove Carpet pad - Standard grade	SF @	=	
24b. Carpet pad - Standard grade	SF @	=	
25. Remove Carpet - Standard grade	SF @	=	
26. Carpet - Standard grade	SF @	=	

15% waste added for carpet.

Grand Total Areas:

SF Walls	SF Ceiling	SF Walls and Ceiling
SF Floor	SY Flooring	LF Floor Perimeter
SF Long Wall	SF Short Wall	LF Ceil. Perimeter
Wall		

Floor Area	Total Area	Interior Wall Area
Exterior Wall Area	Exterior Perimeter of Walls	
Surface Area	Number of Squares	Total Perimeter Length
Total Ridge Length	Total Hip Length	

Summary for Statement of Work

Line Item Total			\$
Material Sales Tax	@	7.000%	\$
Replacement Cost Value			\$
Net Claim			\$

Recap by Room

**Estimate: Sample Statement
of Work**

Area: Exterior	\$	%
Area: Roof	\$	%
<hr/>		
Area Subtotal: Roof	\$	%
<hr/>		
Area Subtotal: Exterior	\$	%
Area: Main Level	\$	%
Living Room	\$	%
<hr/>		
Area Subtotal: Main Level	\$	%
<hr/>		
Subtotal of Areas	\$	%
<hr/>		
Total	\$	%

Items	Total	%
CLEANING	\$	%
GENERAL DEMOLITION	\$	%
DOORS	\$	%
DRYWALL	\$	%
FLOOR COVERING - CARPET	\$	%
FINISH CARPENTRY / TRIMWORK	\$	%
FINISH HARDWARE	\$	%
HAZARDOUS MATERIAL REMEDIATION	\$	%
INSULATION	\$	%
PAINTING	\$	%
ROOFING	\$	%
SOFFIT, FASCIA, & GUTTER	\$	%
<hr/>		
Subtotal	\$	%
Material Sales Tax	\$	%
	@	7.000%
<hr/>		
Total	\$	%

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**Attachment 7
DEO Notice to Proceed**

DEO Contract Number: _____ **Task Assignment Number:** _____

Task Assignment Total: _____

Contractor Name: _____

**Contractor's
Contract Manager Name:** _____ **Phone Number:** _____

**DEO's
Contract Manager Name:** _____ **Phone Number:** _____

Project Number: _____ **Project Total:** _____

Project Address (Street, City & County): _____

This notice serves as confirmation that Contractor may begin pre-construction activities for the assigned Project.

Contractor may not begin construction until pre-construction activities are confirmed as complete and Contractor receives written notice from DEO Project Manager to begin construction.

DEO Contract Manager: _____ **Date:** _____

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Attachment 8
Section 3 Clause

All Section 3 covered contracts shall include the following clause (referred to as the Section 3 Clause):

A. The work to be performed under this contract is subject to the requirements of section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u (section 3). The purpose of section 3 is to ensure that 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.

B. 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.

C. The contractor agrees to send to each labor organization or representative of workers with which the contractor has a collective bargaining agreement or other understanding, if any, a notice advising the labor organization or workers' representative of the contractor's commitments under this section 3 clause, and will post copies of the notice in conspicuous places at the work site where both employees and applicants for training and employment positions can see the notice. The notice shall describe the section 3 preference, shall set forth minimum number and job titles subject to hire, availability of apprenticeship and training positions, the qualifications for each; and the name and location of the person(s) taking applications for each of the positions; and the anticipated date the work shall begin.

D. 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.

E. The contractor will certify that any vacant employment positions, including training positions, that are filled (1) after the contractor is selected but before the contract is executed, and (2) with persons other than those to whom the regulations of 24 CFR part 135 require employment opportunities to be directed, were not filled to circumvent the contractor's obligations under 24 CFR part 135.

F. 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.

G. With respect to work performed in connection with section 3 covered Indian housing assistance, section 7(b) of the Indian Self-Determination and Education Assistance Act (25 U.S.C. 450e) also applies to the work to be performed under this contract. Section 7(b) requires that to the greatest extent feasible (i) preference and opportunities for training and employment shall be given to Indians, and (ii) preference in the award of contracts and subcontracts shall be given to Indian organizations and Indian-owned Economic Enterprises. Parties to this contract that are subject to the provisions of section 3 and section 7(b) agree to comply with section 3 to the maximum extent feasible, but not in derogation of compliance with section 7(b).