

**STANDARD CONTRACT NO. C21-03-07-VH-C
BETWEEN THE CITY OF SUNRISE, FLORIDA
AND JAMES JOYCE CONSTRUCTION CORP.**

THIS CONTRACT between the City of Sunrise, a municipal corporation of the State of Florida whose address is 10770 West Oakland Park Boulevard, Sunrise, Florida, 33351 (City) and James Joyce Construction Corp. a Florida corporation (Contractor), whose address is 8204 SW 27th Court, Davie, FL 33328 and whose Federal Identification Number is 65-0603395, incorporates RFQ No. 21-03-07-VH (RFQ) and Contractor's Statement of Qualifications ("RFQ Response") as if fully set forth herein.

In consideration of the mutual terms and promises set forth below, the City and the Contractor agree as follows:

1. Scope of Services

The Contractor's responsibility under this Contract is for Pre-Qualified Pool of General Contractors for Housing Assistance Programs as set forth in this Contract and as further stated in Exhibit A "Scope of Services", which is attached and made a part of this Contract.

The City's representative during the performance of this Contract shall be Stephanie Hahn, telephone number (954) 578-4767 or designee.

The Contractor's representative/liaison during the performance of this Contract shall be James Joyce, President, telephone number 954-533-2672.

2. Payments

The Contractor will bill the City at the completion of each project-specific Agreement rendered toward the completion of the work defined herein at the rates listed in each project-specific Agreement between Homeowner and Contractor. The Contractor shall submit invoices to:

City of Sunrise
Attn: Accounts Payable Department
10770 W. Oakland Park Blvd.
Sunrise, FL 33351

Invoices received from the Contractor pursuant to this Contract will be reviewed and approved by the City's representative, indicating that services have been rendered in conformity with the Contract and then will be sent to the Finance and Administrative Services Department for payment. Following the City representative's approval, invoice payments will be made by the City in accordance with Florida Prompt Payment Act, Florida Statutes Section 218.70. Contractors shall submit invoices to City's Grants Administrator or designee. Any documentation missing from the invoice will result in a delay in processing or invoice rejection. The Contractor shall not seek payment from the

Homeowner for the work approved under this program. While the Agreement between Homeowner and Contractor is in place between the, the Contractor shall not enter into separate agreements with the Homeowner for services not authorized and paid by the City. Once the City has fully paid the Contractor for the work under the Agreement between Homeowner and Contractor, the Contractor and Homeowner may enter into other agreements for services being funded by the Homeowner.

2.1 No progress billings will be accepted for Housing Assistance Projects. All invoices shall be paid in full upon project completion and in accordance with the guidelines, applicable rules and regulations governing the Housing Assistance Projects and this Contract.

2.2 The following shall be included in the final invoice package:

- a. Invoice, with invoice number, Homeowner name(s), project address and date
- b. Amount of invoice must match the Agreement between Homeowner and Contractor or the amount of the final approved Change Order, if applicable
- c. Warranty of work and all applicable product warranties
- d. Signed Homeowner Satisfaction Certificate
- e. Copy of any Notice to Owner(s)
- f. Final Unconditional Waiver and Release of Lien – Amount reflected must be consistent with invoice
- g. Final Waiver and Release of Lien(s) Waiver from previously disclosed subcontractors, laborers, materialmen and suppliers, which shall include the amount of payment received by same
- h. Proof that all Building Permits issued by the City of Sunrise Building Division have been finalized and closed, specifically including a copy of the inspection card, and
- i. Construction Inspector's satisfactory final report and photographs taken by the Construction Inspector of completed work.

2.3 Contractor agrees that the City may withhold in whole or in part, payment to such extent as is necessary to protect Homeowner from loss on account of:

- a) Defective work not remedied.
- b) Claims or liens asserted or recorded against the Homeowner or his or her property arising from the performance of this Agreement.
- c) Failure of Contractor to make payments properly to Subcontractors or for material or labor.

2.4 The City reserves the right, at its sole and absolute discretion, to repair any damages created by the Contractor and deduct the actual cost of repairs from their payment.

2.5 In the event a "final re-inspection" is required, prior to project closeout, to confirm the completion of the punch list items, the Contractor will be responsible

for the associated costs. The cost of the re-inspection will either be billed to the Contractor or reduced from Contractor's payment.

3. Initial Contract Period and Contract Renewal

The initial Contract period shall be for three (3) years, commencing upon execution of this Contract. In addition, contingent upon Budget approval, the City reserves the right, but not the obligation, to renew the Contract for two (2) additional one (1) year periods, under the same terms, conditions and specifications, by written notification to the Contractor by the Procurement Manager.

In the event the services are scheduled to end either by Contract expiration or by termination by the City of Sunrise, the City in its sole discretion may require the Contractor to continue the Services until new services can be completely operational. The City Manager, or designee, may extend the Contract for a period not to exceed 180 calendar days subject to the same terms and conditions set forth in the initial Contract. The Contractor will be reimbursed for Services at the rate in effect when this transitional period clause is invoked by the City. Any additional extensions shall be subject to City Commission approval.

4. Reserved

5. Truth-In-Negotiation Certificate

Execution of this Contract by the Contractor shall also act as the execution of a truth-in-negotiation certificate certifying that the wage rates, overhead charges, and other costs used to determine the compensation provided for in this Contract are accurate, complete and current as of the date of the Contract and no higher than those charged the Contractor's most favored customer for the same or substantially similar services. The said rates and costs shall be adjusted to exclude any significant sums should the City determine that the rates and costs were increased due to inaccurate, incomplete or noncurrent wage rates or due to inaccurate presentation of fees paid to outside Contractors. The City shall exercise its rights under this clause within three (3) years following final payment.

6. Insurance Requirements

6.1 Contractor agrees at its sole expense to maintain on a primary basis, non-contributory basis during the life of this Contract the following insurance coverages, limits, including endorsements described herein. The requirements contained herein, as well as City's review or acceptance of insurance maintained by Contractor is not intended to and shall not in any manner limit or qualify the liabilities or obligations assumed by Contractor under the Contract. Any coverage maintained by the City shall apply excess of, or contingent upon the absence of, insurance required or maintained by Contractor.

6.2 Commercial General Liability. Contractor agrees to maintain Commercial

General Liability at a limit of liability not less than \$1,000,000.00 Each Occurrence, \$2,000,000 Annual Aggregate. Contractor agrees its coverage shall not contain any restrictive endorsement(s) excluding or limiting Product/Completed Operations, Independent Contractors, Broad Form Property Damage, X-C-U Coverage, Contractual Liability or Separation of Insureds.

6.3 Additional Insured Endorsement. Contractor agrees to endorse the City, Homeowners, and Broward County Board Of County Commissioners as Additional Insureds on the Commercial General Liability with the following, or similar endorsement providing equal or broader Additional Insured coverage, the CG 20 26 07 04, or CG 20 26 04 13, Additional Insured – Designated Person or Organization endorsement; or the CG 20 10 07 04, or CG 20 10 04 13, Additional Insured – Owners, Lessees, or Contractors endorsement, including the additional endorsement of GC 20 37 07 04, or GC 20 04 13, Additional Insured – Owners, Lessees, or Contractors Completed Operations. The name of the organization endorsed as Additional Insured for all endorsements shall read “City of Sunrise,” names of all “Homeowners” on the deed for the project, and “Broward County Board of County Commissioners.”

6.4 Business Automobile Liability. Contractor agrees to maintain Business Automobile Liability at a limit of liability not less than \$500,000 Each Occurrence. Coverage shall include liability for Owned, Non-Owned & Hired automobiles. In the event Contractor does not own automobiles, Contractor agrees to maintain coverage for Hired & Non-Owned Auto Liability, which may be satisfied by way of endorsement to the Commercial General Liability policy or separate Business Auto Liability policy.

6.5 Worker’s Compensation Insurance & Employers Liability. Contractor agrees to maintain Worker’s Compensation Insurance & Employers Liability in accordance with Florida Statutes Chapter 440.

6.6 Waiver of Subrogation. Contractor agrees by entering into Contract to a Waiver of Subrogation for each required policy herein in favor of the City, Homeowner, and Broward County Board of County Commissioners.” When required by the insurer, or should a policy condition not permit Contractor to enter into a pre-loss agreement to waive subrogation without an endorsement, then Contractor agrees to notify the insurer and request the policy be endorsed with a Waiver of Transfer of Rights of Recovery Against Others, or its equivalent. This Waiver of Subrogation requirement shall not apply to any policy, which includes a condition specifically prohibiting such an endorsement, or voids coverage should Contractor enter into such an agreement on a pre-loss basis.

6.7 Certificate(s) of Insurance. Contractor agrees to provide City, Homeowner, and Broward County Board of County Commissioners a Certificate of Insurance evidencing that all coverages, limits and endorsements required herein are maintained and in full force and effect, and Certificates of Insurance shall provide a minimum thirty (30) day endeavor to notify, when a manuscript notice endorsement is available by Contractor’s insurer. If the Contractor receives a non-renewal or cancellation notice from an insurance carrier affording coverage

required herein, or receives notice that coverage no longer complies with the insurance requirements herein, Contractor agrees to notify the City by fax or email within five (5) business days with a copy of the non-renewal or cancellation notice, or written specifics as to which coverage is no longer in compliance. The Certificate Holder(s) address for City shall read:

Original to:

Copy to:

City of Sunrise
Attn: Procurement Manager
Purchasing Office
10770 West Oakland Park Blvd.
Sunrise, Florida 33351
purchasing@sunrisefl.gov
Fax (954) 578-4809

City of Sunrise
Attn: Risk Manager
Risk Management Division
10770 W. Oakland Park Blvd.
Sunrise, FL 33351
riskmanagement@sunrisefl.gov

Certificates of Insurance to Homeowner and Broward County Board of County Commissioners shall be provided upon request.

6.8 Umbrella or Excess Liability. Contractor may satisfy the minimum liability limits required above for Commercial General Liability or Business Auto Liability under an Umbrella or Excess Liability policy. There is no minimum Per Occurrence limit of liability under the Umbrella or Excess Liability; however, the Annual Aggregate limit shall not be less than the highest "Each Occurrence" limit for either Commercial General Liability or Business Auto Liability. Contractor agrees to endorse City as an "Additional Insured" on the Umbrella or Excess Liability, unless the Certificate of Insurance states the Umbrella or Excess Liability provides coverage on a "Follow-Form" basis.

6.9 Right to Revise or Reject. City reserves the right, but not the obligation, to revise any insurance requirement, not limited to limits, coverages and endorsements, or to reject any insurance policies which fail to meet the criteria stated herein. Additionally, City reserves the right, but not the obligation, to review and reject any insurer providing coverage due to its poor financial condition or failure to operate legally.

7. Reserved

8. Termination for Governmental Non-Appropriations

The City is a bona fide governmental entity of the State of Florida with a fiscal year ending on September 30 of each calendar year. If the City does not appropriate sufficient funds to purchase the Services or quantities required under this Contract for any of the City's fiscal years subsequent to the one in which the Contract is executed and entered into, then this Contract shall be terminated effective upon expiration of the fiscal year in which sufficient funds to continue satisfaction of the City's obligation under this Contract were last appropriated by the City and the City shall not, in this sole event be obligated to make any further purchases beyond said fiscal year.

9. Termination for Cause

This Contract may be terminated by either party upon three (3) calendar days' written notice to the other party, should such other party fail substantially to perform in accordance with the material terms of the Contract through no fault of the party initiating the termination. In the event the Contractor abandons this Contract or causes it to be terminated by the City, the Contractor shall indemnify the City against any loss pertaining to this termination, including attorneys' fees. In the event that the Contractor is terminated by the City for cause and it is subsequently determined by a court of competent jurisdiction that such termination was without cause, such termination shall thereupon be deemed a termination for convenience under Section 10 and the provisions of Section 10 shall govern.

10. Termination for Convenience

This Contract may be terminated by the City without cause upon thirty (30) days' written notice to the Contractor. In the event of such a termination without cause, the Contractor shall be compensated for all services completed and accepted by the City's representative as authorized herein, together with reimbursable expenses incurred. In such event, the Contractor shall promptly submit its invoice for final payment and reimbursement under the terms of this Contract to the City.

11. Indemnification

To the fullest extent permitted by law, Contractor shall indemnify and hold harmless City, its officers and employees, Homeowners, and Broward County Board of County Commissioners from liabilities, damages, losses and costs, including, but not limited to, reasonable attorneys' fees, to the extent caused by the negligence, recklessness or intentional wrongful misconduct of Contractor and persons employed or utilized by Contractor in the performance of this Contract. This indemnification shall survive the term of this Contract.

12. Independent Contractor

The Contractor is an independent contractor under this Contract. Services provided by the Contractor shall be by employees of the Contractor who are subject to supervision by the Contractor, and who shall not be officers, employees, or agents of the City. Personnel policies, tax responsibilities, purchasing policies and other similar administrative procedures applicable to Services rendered under this Contract shall be those of the Contractor.

13. Authority to Practice

The Contractor hereby represents and warrants that it has and will continue to maintain all licenses and approvals required to conduct its business, and that it will at all times conduct its business activities in a reputable manner. Proof of such licenses and approvals shall be submitted to the City's representative upon request.

14. Severability

If any term or provision of this Contract or the application thereof to any person or circumstances shall, to any extent, be held invalid or unenforceable, the remainder of this Contract, or the application of such terms or provision to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected, and every other term and provision of this Contract shall be deemed valid and enforceable to the extent permitted by law.

15. Governing Law/Jurisdiction/Venue

This Contract shall be construed in accordance with and governed by the law of the State of Florida. Venue for any action arising out of or relating to this Contract shall lie in Broward County, Florida. Both parties hereby agree to waive a jury trial and will proceed to a trial by judge, if necessary. Except as set forth in paragraphs 9 and 11, each party will be responsible for their own attorneys' fees and costs.

16. Successors and Assigns

The City and Contractor bind themselves, their successors, assigns and legal representatives to the other party hereto and to successors, assigns and legal representatives of such other party in respect to covenants, agreements and obligations contained in this Contract. The Contractor shall not assign this Contract without written consent of the City.

17. Subcontracting

The City reserves the right to accept the use of a subcontractor, or to reject the selection of a particular subcontractor, and to inspect all facilities of any subcontractors in order to make a determination as to the capability of the subcontractor to perform properly under this Contract. If a subcontractor fails to perform or make progress, as required by this Contract, and it is necessary to replace the subcontractor to complete the service in a timely fashion, the Contractor shall promptly do so, subject to acceptance of the new subcontractor by the City.

18. Conflict of Interest

The Contractor represents that it presently has no interest and shall acquire no interest, either directly or indirectly, which would conflict in any manner with the performance of Services required hereunder, as provided for in Section 112.311, Florida Statutes. The Contractor further represents that no person having any such interest shall be employed for said performance.

In accordance with 24 CFR 92.356 a conflict of interest exists if the person/entity receiving any type of direct assistance or compensation from state or federal funds is an

employee, agent, consultant, officer, elected official or appointed official of the recipient or subrecipients **or** within the past 12 months meets one of the following criteria:

1. Exercises or has exercised any functions or responsibilities with respect to funds for this program.
2. Participates or has participated in the decision-making process related to funds for this program.
3. Is or was in a position to gain inside information with regard to program activities.

A conflict of interest may also arise if the business/applicant may obtain a financial interest or financial benefit from a state or federally-assisted activity, or have a financial interest in any contract, subcontract, or agreement with respect to the grant-assisted activity, or the proceeds from such activity, either for themselves or those with whom they have business or immediate family ties, during their tenure or for one year thereafter. Immediate family ties include (whether by blood, marriage or adoption) the spouse, parent (including a stepparent), child (including a stepchild), brother, sister (including a stepbrother or stepsister), grandparent, grandchild, and in-laws of a covered person.

The conflict of interest provisions of this section applies to any person who is an employee, agent, consultant, officer, or elected official or appointed official of the participating jurisdiction, State recipient, or subrecipient which are receiving state or federal funds.

By signing this Contract, the Contractor acknowledges, that a conflict of interest does not exist.

19. Contingent Fees

The Contractor warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the Contractor to solicit or secure this Contract and that it has not paid or agreed to pay any company or person, other than a bona fide employee working solely for the Contractor, any fee, commission, percentage, gift, or any other consideration contingent upon or resulting from the award or making of this Contract.

20. Nondiscrimination

The Contractor warrants and represents that all of its employees are treated equally during employment without regard to race, color, national origin, sex, gender identify, sexual orientation, age, disability/handicap, religion, family or income status.

21. Public Entity Crimes

Pursuant to Section 287.133, Florida Statutes, a person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a 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 s. 287.017 for CATEGORY TWO for a period of 36 months following the date of being placed on the convicted vendor list. By execution of this Contract, Contractor represents that it has not been placed on the convicted vendor list as provided in Section 287.133, Florida Statutes.

22. Dispute Resolution

In the event of partial completion of an individual project, the Construction Inspector shall be responsible for determining the percentage of completion of each line item of the Work Specification, as amended. Payment shall be made in accordance with the degree of completion, as determined by the Construction Inspector. The City shall disburse final payment in accordance with terms and conditions set forth in section 2 of this agreement.

23. Notice

All written notices required in this Contract shall be sent by hand delivery, overnight mail, or certified mail, return receipt requested, and if sent to the City, shall be mailed to:

Procurement Manager
City of Sunrise
10770 West Oakland Park Blvd.
Sunrise, FL 33351

cc: City Attorney
City of Sunrise
10770 West Oakland Park Blvd.
Sunrise, FL 33351

Grants Manager
City of Sunrise
1601 NW 136 Avenue, Building A
Sunrise, FL 33323

If sent to the Contractor, shall be mailed to:

James Joyce Construction Corp.
James Joyce, President
8204 SW 27th Court
Davie, FL 33328

24. No Damages for Delay

The Contractor shall not be entitled to any claim for damages including, but not limited to, loss of profits, loss of use, home office overhead expenses, equipment rental and similar costs, on account of delays in the progress of the Services from any cause whatsoever including an act or neglect of the City, adverse weather conditions, and act of God, strike, war or national disaster or emergency, unusual delay in deliveries, unusual delay in procuring permits, differing site conditions, unavoidable casualties or other causes beyond the Contractor's control, or by delay authorized by the City, or by other causes which the Contractor determines may justify delay. The Contractor's sole recovery and sole remedy for any such delay shall be a reasonable extension of time and a revision to the schedule as determined by the City. However, additional costs to the Contractor or delays in the Contractor's performance caused by improperly timed activities shall not be the basis for granting a time extension. If the Contractor wishes to make a claim for an increase in time of performance, written notice of such claim shall be made to the City within ten (10) working days after the occurrence of the event, or the first appearance of the condition giving rise to such claim. The City's representative shall determine whether or not the Contractor is entitled to a time extension for the delay. The failure of the Contractor to give such notice shall constitute a waiver of any claim under this section.

25. Public Records Law

The Contractor shall comply with all applicable requirements contained in the Florida Public Records Law (Chapter 119, Florida Statutes), including but not limited to any applicable provisions in Section 119.0701, Florida Statutes. To the extent that the Contractor and this Contract are subject to the requirements in Section 119.0701, Florida Statutes, the Contractor shall: (a) keep and maintain public records required by the City to perform the Services provided hereunder; (b) upon request from the City's custodian of public records, provide the City with a copy of the requested records or allow public records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law; (c) 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 term of this Contract and following completion of this Contract if the Contractor does not transfer the records to the City; and (d) upon completion of the Contract, transfer, at no cost, to the City all public records in the possession of the Contractor or keep and maintain public records required by the City to perform the service. If the Contractor transfers all public records to the City upon completion of the Contract, the Contractor shall destroy any duplicate public records

that are exempt or confidential and exempt from public records disclosure requirements. If the Contractor keeps and maintains public records upon completion of the Contract, the Contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the City, upon request from the City's custodian of public records, in a format that is compatible with the information technology systems of the City. If the Contractor fails to comply with the requirements in this Section 25, the City may enforce these provisions in accordance with the terms of this Contract. If the Contractor fails to provide the public records to the City within a reasonable time, it may be subject to penalties under Section 119.10, Florida Statutes.

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, THE CONTRACTOR SHOULD CONTACT THE CITY'S CUSTODIAN OF PUBLIC RECORDS: THE CITY CLERK, FELICIA M. BRAVO, BY TELEPHONE (954/746-3333), E-MAIL (CITYCLERK@SUNRISEFL.GOV), OR MAIL (CITY OF SUNRISE, OFFICE OF THE CITY CLERK, 10770 WEST OAKLAND PARK BOULEVARD, SUNRISE, FLORIDA 33351).

26. Entirety of Contract

The City and the Contractor agree that this Contract sets forth the entire Contract between the parties, and that there are no promises or understandings other than those stated herein. None of the provisions, terms and conditions contained in this Contract may be added to, modified, superseded or otherwise altered, except by written instrument executed by the parties hereto with the same formality as this Contract. Any alteration of the terms and conditions of this Contract must be contained in the Deviation Page after approval by the City Attorney and executed by the Contractor and City to be binding.

27. Discriminatory Vendor List

Pursuant to Section 287.134, Florida Statutes, an entity or affiliate who has been placed on the discriminatory vendor list 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. By execution of this Contract, Contractor represents that it has not been placed on the discriminatory vendor list as provided in Section 287.134, Florida Statutes.

28. Scrutinized Companies

Pursuant to Section 287.135, Florida Statutes, Contractor certifies that it is not on the Scrutinized Companies that Boycott Israel List created pursuant to Section 215.4725, Florida Statutes and that it is not engaged in a boycott of Israel.

Pursuant to Section 287.135, in the event the Contract is for one million dollars or more, Contractor certifies that it is not 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 Section 215.473, Florida Statutes; and Contractor further certifies that it is not engaged in business operations in Cuba or Syria.

Pursuant to Section 287.135, Florida Statutes, City may, at the option of the City Commission, terminate this Contract if Contractor is found to have submitted a false certification as provided under subsection 287.135(5), Florida Statutes; has been placed on the Scrutinized Companies that Boycott Israel List, or is engaged in a boycott of Israel; has been placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List; or has been engaged in business operations in Cuba or Syria.

29. Order of Precedence

In the event the terms of this Contract conflict with the City's RFQ, Contractor's RFQ Response, or State and/or Federal Grant Agency Regulations, the conflict shall be resolved by giving the documents the following order of priority: State and/or Federal Grant Agency Regulations, this Contract, the City's RFQ, and Contractor's RFQ Response.

30. Compliance with Laws

Contractor and the services must comply with all applicable federal, state, and local laws, codes, ordinances, rules, and regulations including, without limitation, American with Disabilities Act, 42 U.S.C. § 12101, Section 504 of the Rehabilitation Act of 1973, and any related federal, state, or local laws, rules, and regulations.

31. Electronic Recordkeeping

Contractor certifies their services and products meet all recordkeeping requirements of the State of Florida, including but not limited to those in Chapter 119, Florida Statutes and Rule 1B-26.003(6)(g), Florida Administrative Code.

32. E-Verify – Employment Eligibility

32.1 Contractor warrants and represents that it complies with Section 448.095, Florida Statutes, as may be amended. Contractor (1) has registered with and uses the E-Verify System (E-Verify.gov), to electronically verify the work

authorization status of all newly hired employees; and (2) has verified that all of the Contractor's subcontractors performing the duties and obligations of this Contract are registered with and use the E-Verify System to electronically verify the employment eligibility of all newly hired workers.

- 32.2 Contractor shall obtain from each of its subcontractors an affidavit stating that the subcontractor does not employ, contract with, or subcontract with an Unauthorized Alien, as that term is defined in Section 448.095(1)(k), Florida Statutes, as may be amended. Contractor shall maintain a copy of any such affidavit from a subcontractor for, at a minimum, the duration of the subcontract and any extension thereof. This provision shall not supersede any provision of this Contract which requires a longer retention period.
- 32.3 City shall terminate this Contract if it has a good faith belief that Contractor has knowingly violated Section 448.09(1), Florida Statutes, as may be amended. If City has a good faith belief that Contractor's subcontractor has knowingly violated Section 448.09(1), Florida Statutes, as may be amended, City shall notify Contractor to terminate its contract with the subcontractor and Contractor shall immediately terminate its contract with the subcontractor.
- 32.4 If City terminates this Contract pursuant to the subsection 32.3 above, Contractor shall be barred from being awarded a future contract by City for a period of one (1) year from the date on which this Contract was terminated. In the event of such Contract termination, Contractor shall also be liable for any additional costs incurred by City as a result of the termination.

33. Federal and State Funded Project Compliance Supplement:

CONTRACTOR SHALL COMPLY WITH 24 C.F.R. PART 570 (SUPPLEMENTAL PROVISIONS APPLICABLE TO PROCUREMENTS FUNDED IN WHOLE OR IN PART BY HOUSING AND COMMUNITY DEVELOPMENT ASSISTANCE FROM THE FEDERAL DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT (HUD)).

33.1 HUD Compliance

To the extent the Contract resulting from an Invitation for Bid (IFB) will be funded by Community Development Block Grants (CDBG), the Contractor shall comply with the requirements of Title 24 of the Code of Federal Regulations, Part 570 (the HUD regulations concerning CDBGs) including subpart K of these regulations, except that (1) the Contractor does not assume the City's environmental responsibilities described in 24 CFR 570.604 and (2) the Contractor does not assume the City's responsibility for initiating the review process under the provisions of 24 CFR Part 52. The Contractor also agrees to comply with all other applicable federal, state and local laws, regulations, and policies governing the funds provided under the Bid. The Contractor further agrees to utilize funds available under the Bid to supplement rather than supplant funds otherwise available.

33.2 Program Income

The Contractor shall report monthly all program income (as defined at 24 CFR 570.500(a)) generated by activities carried out with CDBG funds made available under the Contract resulting from an IFB. The use of program income by the Contractor shall comply with the requirements set forth in 24 CFR 570.504. By way of further limitations, the Contractor may use such income for activities permitted under the Bid and shall reduce requests for additional funds by the amount of any such program income balances on hand. All unexpended program income shall be returned to the City after the Bid ends. Any interest earned on cash advances from the U.S. Treasury and from funds held in a revolving fund account is not program income and shall be remitted promptly to the City.

33.3 Records to be Maintained

Contractor shall maintain all records required by the federal regulations specified in 24 CFR 570.506 that are pertinent to the activities to be funded under the Contract resulting from an IFB. Such records shall include but not be limited to:

- a. Records providing a full description of each activity undertaken;
- b. Records demonstrating that each activity undertaken meets one of the National Objectives of the CDBG program;
- c. Records required to determine the eligibility of activities;
- d. Records required to document the acquisition, improvement, use or disposition of real property acquired or improved with CDBG assistance;
- e. Records documenting compliance with the fair housing and equal opportunity components of the CDBG program;
- f. Financial records as required by 24 CFR 570.502, and 24 CFR 84.21 - 28; and
- g. Other records necessary to document compliance with Subpart K of 24 CFR Part 570.

33.4 Records Retention

The Contractor shall retain all financial records, supporting documents, statistical records, and all other records pertinent to the Bid for a period of three (3) years after expiration or termination of the Contract resulting from an IFB. The retention period begins on the later of:

- a. the date of the submission of the City's Consolidated Annual Performance and Evaluation Report (CAPER) to HUD in which the activities assisted under the Bid are reported on for the final time, as prescribed in 24 CFR 91.520
- b. the date the Contract resulting from an IFB expires or is terminated

- c. the date the local government makes final payment and all other pending matters are closed.
- d. The Contractor shall maintain adequate records related to all charges, expenses, and costs incurred in estimating and performing the work to comply with 2 CFR 200.334 – federal retention requirements for records.

Notwithstanding the above, if there is litigation, claims, audits, negotiations or other actions that involve any of the records cited and that have started before the expiration of the three-year period, then such records must be retained until completion of the actions and resolution of all issues, or the expiration of the three-year period, whichever occurs later.

33.5 ACCESS TO RECORDS

The City and the U.S. Department of Housing and Urban Development, the Comptroller General of the United States, and any of their duly authorized representatives, shall have access to any books, documents, papers, and records of the Contractor which are directly pertinent to this contract for the purpose of making audit, examination, excerpts, and transcriptions.

Access to the above-mentioned documents as required in this section for the purpose of inspection or audit shall be made available during normal business hours, at the Contractor's place of business.

33.6 USE AND REVERSION OF ASSETS

The use and disposition of real property and equipment under the Contract resulting from an IFB shall be in compliance with the requirements of 24 CFR 570.502, 570.503, and 570.504, as applicable, which include but are not limited to the following:

- a. The Contractor shall transfer to the City any CDBG funds on hand and any accounts receivable attributable to the use of funds under the Contract resulting from an IFB at the time of expiration, cancellation, or termination.
- b. In all cases in which equipment acquired, in whole or in part, with funds under the Bid is sold, the proceeds shall be program income (prorated to reflect the extent to which funds received under the Bid were used to acquire the equipment). Equipment not needed by the Contractor for activities under the Bid shall be (a) transferred to the City or (b) retained after compensating the City an amount equal to the current fair market value of the equipment less the percentage of non-CDBG funds used to acquire the equipment.

33.7 SMALL FIRMS, MINORITY-OWNED FIRMS, WOMEN-OWNED FIRMS

The City encourages the participation of, minority-owned firms and women-owned firms (M/WBE Firms), as well as small firms and labor surplus area

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

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

A firm recognized as an M/WBE Firm by any of the above agencies is acceptable for the State and Federally funded grant programs.

33.8 COMPLIANCE

Contractor shall comply with applicable sections of 24 CFR Part 570, 24 CFR Part 92, 2 CFR 200, Chapter 420, Part VII, Florida Statutes, Chapter 67-37, Florida Administrative Code as well as all applicable state and federal crosscutting requirements.

34. Supplemental Federal Provisions: General and Construction:

Contractor shall comply with the requirements of 2 CFR 200 Appendix II – Contract Provisions for Non-Federal Contracts Under Federal Awards incorporated into this Contract under Exhibit B.

35. Project-Specific Awards:

35.1 When the need for services for an individual project occurs, the City will issue an Invitation for Bid (IFB) to all qualified Contractors selected pursuant to RFQ 21-03-07-VH. The IFB will contain instructions to submit bid, scope of work, any terms and conditions for the work and any additional information required for the project. The Contractor shall prepare a bid in accordance with project-specific bid instructions. Refer to Exhibit C for a sample IFB. The City reserves the right to edit Exhibit C as needed.

35.2 The City will evaluate the submittals and will select the lowest responsive and responsible bidder. The City shall issue a Notice of Award to the successful Contractor and the Contractor shall enter into a separate Agreement between Homeowner and Contractor for each individual project.

35.3 Award of all projects is subject to available funds and is contingent upon

Contractor providing an acceptable Certificate of Insurance and an executed Agreement between Homeowner and Contractor within the timeframe provided in the Notice of Award.

36. Foreign Gifts and Contracts:

Pursuant to Fla. Stat. §286.101(3), where the amount of the grant or contract is 100,000.00 or more, Contractor shall disclose any current or prior interest of, any contract with, or any grant or gift received from a country of foreign concern with a value of \$50,000 or more that was received or in force during the previous five (5) years. Definitions, disclosure requirements and exceptions are found in Fla. Stat. §268.101. Contractor represents and warrants it has complied with Fla. Stat. §286.101, it has properly disclosed such interests, contracts, grants or gifts to City before execution of this Contract, and it will remain in compliance with Fla. Stat. §286.101 for the duration of this Contract.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK AND SIGNATURES FOLLOW ON ATTACHED PAGE]

IN WITNESS WHEREOF, the Procurement Manager, authorized to execute same by City Commission, has made and executed this Contract on behalf of the City the day and year below written and Contractor has hereunto set its hand the day and year below written.

CITY OF SUNRISE

By: _____

Print: John T. Curran

Title: Procurement Manager

Date: _____

Approved as to form and legal sufficiency for the City

By: _____

Kimberly A. Kisslan
City Attorney

CONTRACTOR

Witness

(_____)
Print Contractor Name Above

Witness

By: _____

Title: _____

Date: _____

EXHIBIT A SCOPE OF SERVICES

The City of Sunrise requires a Pre-Qualified Pool of Florida Certified General Contractors for Housing Assistance Programs to be used on an as-needed basis. The City reserves the right to add or remove Contractors to and from the pre-qualified pool if it is determined the quantity pre-qualified is not sufficient to ensure competition and complete workload. Removal of a Contractor from the pre-qualified pool shall result in termination of the Standard Contract for convenience upon thirty (30) days' written notice to the Contractor pursuant to paragraph 10 of the Standard Contract.

The scope of work is presently planned to consist of the following:

When the need for services for an individual project occurs, the City will issue an Invitation for Bid (IFB) to all qualified Contractors selected pursuant to RFQ 21-03-07-VH. The IFB will contain instructions to submit bid, scope of work, any terms and conditions for the work and any additional information required for the project. The Contractor shall prepare a bid in accordance with project-specific bid instructions. Refer to Exhibit C for a sample IFB. The City reserves the right to edit Exhibit C as needed.

The City will evaluate the submittals and will select the lowest responsive and responsible bidder. The City shall issue a Notice of Award to the successful Contractor and the Contractor shall enter into a separate Agreement between Homeowner and Contractor for each individual project.

1.1 DEFINITIONS:

Addenda: the written or graphic instruments issued which make additions, deletions, or revisions to the Solicitation.

Agreement between Homeowner and Contractor: agreement made between the Homeowner and Contractor as it pertains to the rehabilitation of the Homeowner's property; this agreement includes the Work Specification, term and conditions as well as the rights, and responsibilities of both the Contractor and the Homeowner. Contractor is acting in the capacity of an independent contractor, and not as an agent, employee, or representative of the City or Homeowner. City is not a party to this agreement.

City Code: shall mean the Code of the City of Sunrise, Florida and all codes and state statutes incorporated in to the City Code by reference.

Code Violation: means a defect, deficiency or violation of the plumbing, heating, electrical, fire and structural codes enumerated in the Florida Building Code (FBC), National Electrical Code (NEC) and/or the City Code.

Change Order: an amendment to the original Agreement between Homeowner and Contractor to create a record of the addition or subtraction of goods and/or services being provided to the Homeowner, along with the associated costs of those services, adjusted timeline and modified contract amount.

Construction Inspector: Consultant Architect, City's independent third-party programmatic inspector contracted by the City to develop the Work Specification and perform inspections to ensure Contractor's quality of work and compliance with the Work Specification.

Homeowner(s): a person or household who has qualified to receive assistance from the City's local, state, and federally funded Housing Assistance Program(s)

Housing Assistance Program: Programs implemented by the City for the purpose of providing rehabilitation assistance to eligible owner-occupied housing units. Programs include, but are not limited to, Residential Rehabilitation, Architectural Barrier Removal, Disaster Mitigation, and Roof Replacement. Housing Assistance Programs may be funded by, but not limited to, State Housing Initiatives Partnership (SHIP), Community Development Block Grant Program (CDBG) and HOME Investment Partnerships Program (HOME). Local funding may be used in combination with the above-mentioned sources.

Invitation to Bid (IFB): an IFB is an invitation to contractors or equipment suppliers, through a bidding process, to submit a proposal on a specific project to be realized, or product or service to be furnished. The IFB is focused on pricing.

Notice to Proceed: a written notice issued by the City, authorizing the Contractor to proceed with the work identified in the Work Specification.

Pre-Construction Conference: meeting between the Homeowner, Contractor and City to review the Work Specifications, terms and conditions of the Housing Assistance program(s), answer Homeowner questions, and execute the applicable Contract(s), Mortgage(s) and Promissory Note(s). Meeting shall outline the contractual responsibilities of both the Contractor and Homeowner as well as the City's role in the project.

Project Completion: All items listed in the Work Specifications have been completed to the satisfaction of the Homeowner and Construction Inspector. A project shall not be considered complete unless and until all work related to this Agreement between Homeowner and Contractor is in compliance with all local Codes and Florida Statutes. Work requiring a permit must have passed all required inspections and permits must be closed out, as applicable. All material and labor warranties shall have been delivered to the Homeowner.

Standard Contract: the Contract between the City of Sunrise and Contractor that may result from this Request for Qualifications.

Subcontractor: any person, firm, entity, or organization, other than the employees of the Contractor, who contracts with the Contractor to furnish labor, or labor and materials, in connection with the work or services for the City, whether directly or indirectly on behalf of the Contractor.

Substitutions: materials, products, equipment or system, that are alternate from those originally specified in the Work Specifications.

Work Specifications: a detailed breakdown of all items requiring repair, replacement, or renovation addressing specific needs identified during the initial inspection visit within the financial limitations of each of the City's Housing Assistance Programs, as developed by the Construction Inspector.

1.2 BACKGROUND:

The City of Sunrise receives funds from the U.S. Department of Housing and Urban Development (HUD) through the Community Development Block Grant (CDBG) Program and HOME Investment Partnerships (HOME) Program, as well as funds from the Florida Housing Finance Corporation (FHFC) through the State Housing Initiatives Partnership (SHIP) Program. These funds are for implementation of the City's housing assistance programs. The City may receive other similar local, state or federal funds to carry out similar activities.

1.3 PURPOSE:

Contractors in the pool are not guaranteed any work under this contract; rather, being in the pool of Contractors provides the ability to bid on specific rehabilitation projects funded by state and federal funding sources, primarily HUD and FHFC on an as-needed basis.

The City's current Housing Assistance Programs include the Residential Rehabilitation Program, Roof Replacement Program, Disaster Mitigation Program, Architectural Barrier Removal Program and Disaster Recovery Programs. These programs are offered to owner-occupied single-family residences including single-family homes, townhomes, and condominiums within the municipal boundaries of the City of Sunrise. The estimated total annual funding for the Housing Assistance Programs is \$500,000 and approximately 25 individual projects. Consistent with the City's current approved Local Housing Assistance Plan (LHAP) each individual housing assistance project will not exceed \$40,000; however, the individual project-specific amount may be increased or decreased, contingent upon the limits in the City's approved LHAP.

1.4 THE WORK:

Individual projects will be bid on an as-needed basis. The work required for any particular project may include, but is not limited to, the following:

- a. Correcting Code Violations
- b. Abating health and safety problems in the residence
- c. Repairing or replacing minor building systems as necessary, which may include but are not limited to: structural, electrical, plumbing, and mechanical systems
- d. Mitigating or preventing weather penetration into the residence
- e. Increasing energy efficiency
- f. Improving the general condition of the structure

1.5 THE SERVICES FOR INDIVIDUAL PROJECTS:

The services required for any particular individual project may include, but are not limited to, the following:

- a. The Contractor must attend a Pre-Construction Conference in which Contractor must enter into a project-specific Agreement between the Homeowner and Contractor.
- b. Efficiently complete quality residential home repairs per specifications and requirements provided by the City.

- c. Prepare and submit documents to obtain necessary permits, including but not limited to, building permit applications, product approvals, plans signed and sealed by a licensed Florida architect or Florida professional engineer.
- d. Abide by and adhere to all conditions and requirements of the rehabilitation programs, including compliance with all federal, state, and local laws, regulations and policies governing the funds provided under the bid.
- e. Complete all work included in Work Specifications in a timely manner and within budget.
- f. Establish and maintain professional and pleasant rapport with the City, Homeowner(s), and all City and Programmatic Inspectors.
- g. Submit one invoice for payment at the conclusion of each project.

1.7 BIDDING AND AWARD PROCEDURES - INDIVIDUAL PROJECTS:

The following procedures shall be used in the bidding and award process for individual projects pertaining to the Work Specification.

- a. Bidding
 - 1. Prior to issuance of a project-specific solicitation, the property will be inspected, "before" photos taken, and Work Specifications along with cost estimates prepared by the City's Construction Inspector.
 - 2. Work Specifications are approved by the City's Grants Administrator and Homeowner prior to the pre-bid meeting.
 - 3. All pre-qualified Contractors that were selected for the Pool of General Contractors for Housing Assistance Programs through the City's RFQ process and were approved by the City Commission shall be invited to bid. The invitation to bid shall be issued by the by the Purchasing Office.
 - 4. A pre-bid meeting and site visit will take place between the City staff and/or the City's Construction Inspector, Homeowner, and all qualified Contractors, at the project address. The sign-in sheet of Contractors attending the pre-bid will be submitted to the City's Grants Administrator. Only Contractors who attend the pre-bid meeting and site visit will be deemed responsive.
 - 5. Contractors are expected to obtain scope clarification at the time of the site visit or within the question submittal timeframe.
 - 6. Contractors must bid on all items on the scope of work. If a Contractor does not wish to bid on a project, the Contractor may submit "no bid" on company letterhead per instruction provided in bid package.
 - 7. Please note, additional procedures may be required for other funding sources and procedures may be adjusted.
- b. Award
 - 1. Award of individual projects shall be made to the lowest responsive and responsible bidder able to meet the particular requirements of the bid specifications. Award of all projects are subject to available funds.
 - 2. Contractors have one week, from the date of Notice of Award to provide proof of insurance to the City's Grants Administrator. Failure to provide this documentation within one (1) week may result in the award being rescinded. The City reserves the right to award to the next lowest responsive and responsible bidder.

3. The Contractor must attend a Pre-Construction Conference in which Contractor must enter into a project-specific Agreement between the Homeowner and Contractor.
4. The City may, at its sole discretion, modify the Work Specifications to meet the funding limitations of the Housing Assistance Program. If prices submitted by pre-qualified Contractors for project-specific solicitations exceed the maximum construction budget, line items may be removed to bring the final contract amount within compliance with the program guidelines in order of priority as follows: correction of Code Violations, home hardening, address health and safety issues, electrical, plumbing, and other structural items.
5. The City may utilize one or more Housing Assistance Program(s) for a particular residence, to meet individual Homeowner life, health and safety needs. Each program shall be considered a separate project and will be solicited separately. Multiple Contractors may be working at the same residence concurrently and are expected to coordinate projects.
6. The City may reject all submittals and/or re-solicit a project if determined to be in the best interest of the City.
7. The City, at its sole discretion, reserves the right to limit the number of individual housing assistance projects per Contractor. The City may elect to award no more than four (4) active projects to a contractor at any given time. A project shall be deemed active until such time as all permits have been closed and an approved final inspection has been received from the Construction Inspector.
8. If an approved Contractor has not met reasonable performance timelines on currently active projects, the City may elect to award an individual housing assistance project to the next lowest responsive and responsible bidder.
9. The Contractor shall document efforts to utilize M/WBE firms, including identifying what firms were solicited as suppliers and/or subcontractors, as applicable.

1.8 GENERAL REQUIREMENTS:

- a. The following shall be provided by Contractor to the City within one (1) week of Notice of Award for an individual project
 1. A list of Subcontractors and suppliers for the assigned job will be required for the project file.
 2. The Notice of Commencement, issued by Broward County, must be submitted to the Grants Administrator with a copy to the Homeowner.
 3. This information is to be submitted during the Pre-Construction Conference with the Homeowner.
- b. Notice to Proceed
 1. The City's Grants Administrator will issue a Notice to Proceed to the Contractor upon completion of the following:
 - i. All applicable documentation is received by the City's Grants Administrator, including, but not limited to, the Notice of Commencement, Insurance Certificate reflecting the City and Homeowner as Additional Insureds, and a list of all Subcontractors and suppliers.

- ii. The City's mortgage and promissory note executed by the Homeowner.
 - iii. The fully executed Agreement between Homeowner and Contractor.
2. Work cannot commence until the Notice to Proceed has been issued by the City. City shall not be liable for any expenses incurred prior to the issuance of the Notice to Proceed.
3. Building permits are expedited for the City's Housing Assistance Programs. As such, Contractor shall submit all permit packages to the City's Grants Division.
4. Contractor shall have thirty (30) calendar days from the date of issuance of the Notice to Proceed to prepare and submit a permit package to the Grants Division. The permit package shall be submitted in accordance with the Sunrise Building Division permitting process, including all applicable permit applications and shall incorporate any and all mandatory technical specification including signed and sealed architectural drawings and engineering plans, as applicable. If the Contractor does not submit the permit package within thirty (30) calendar days after the Notice to Proceed has been issued, the City's Grants Administrator reserves the right to cancel the Notice to Proceed and refer the file to the next lowest, most responsive and responsible bidder. The Contractor will have up to sixty (60) calendar days after the issuance of the Notice to Proceed to begin construction.
5. The Contractor is expected to adhere to the approved construction schedule. A Contractor's repeated failure to do so may result in the Contractor being excluded from future projects being bid, unless the City's representative determines that the delay is due to circumstances beyond Contractor's control, such as back order of in-demand materials.

c. Final Inspections

1. Once the project is completed, the City will provide the Construction Inspector with a copy of the following Contractor-supplied documents: Building permits with approved final inspections, signed Agreement between Homeowner and Contractor, and any approved Change Orders. A final inspection will be arranged.
2. "After" photographs will be taken by the Construction Inspector.
3. A detailed report on the satisfactory or unsatisfactory completion of the line items in the Work Specifications, including "after" photographs completed by the Construction Inspector, will be sent to the City for processing.
4. Contractor must correct all items deemed unsatisfactory by the Construction Inspector, within the timeline approved by the City.
5. Contractor shall provide a written statement to the City's Grants Administrator that all items on the final inspection punch list have been corrected along with supporting photos.

6. In the event a “final re-inspection” is required, prior to project closeout, to confirm the completion of the punch list items, the Contractor will be responsible for the associated costs. The cost of the re-inspection will either be billed to the Contractor or reduced from Contractor’s payment.
- d. Change Orders
1. If the need for a Change Order arises due to unforeseen project conditions, the Contractor must contact the City’s Grants Administrator for written approval prior to completing work not addressed on the Work Specifications. Non-contracted work completed prior to City approval will not be considered for payment.
 2. No Change Order will be considered for payment unless written approval is provided by the City’s Grants Administrator prior to the work commencing on the additional line items contained in the change order.
 3. Prior to approval, all Change Orders must be submitted to the City’s Construction Inspector by the Grants Administrator, or designee, for review. Approvals are subject to funding availability, grant limitations, and the City’s rehabilitation standards.
- e. Performance
1. The City shall maintain a Contractor performance file. Contractor’s performance and workmanship are monitored by City’s Grants Administrator from bidding to job completion for each project. All work performed under prepared specifications must be done in compliance with the City Code, Broward County Code, and the Florida Building Code. All applicable State and Federal statutes and regulations must be followed (i.e. Davis-Bacon, Child Labor Law, etc.); failure to fully comply with general conditions can cause suspension or removal from the Pool of General Contractors for Housing Rehabilitation Projects.
 2. The City may remove a pre-qualified Contractor from the pool of Contractors for any of the following reasons: not meeting project timelines, not completing work as defined in scope of work, deficiencies with the work performed as identified by the City’s Construction Inspector, or lack of responsiveness to the City and Homeowner during the process. Removal of a Contractor from the pre-qualified pool shall result in termination of the Standard Contract for convenience upon thirty (30) days’ written notice to the Contractor pursuant to paragraph 10 of the Standard Contract.
- f. Protection of Property
1. The Contractor shall at all times guard against damage or loss to Homeowner’s property and to any other persons and property in or around the work site, and shall be responsible for replacing or repairing any such damage or loss. The Contractor will be required to report any such damages to the Grants Administrator immediately. Replacement or repairs shall begin within five (5) days of the incident that caused the damage.

2. The Contractor is responsible for providing protection from the weather during the work and protection of all areas of the property affected by the Contractor's activities.
 3. The Contractor and its Subcontractor(s) shall clean, repair or replace any property damaged during the performance of the service to the satisfaction of City at no additional cost.
 4. The City reserves the right, at its sole and absolute discretion, to repair any damages created by the Contractor and deduct the actual cost of repairs from their payment.
- g. Quality Assurance
1. All employees shall be competent and highly skilled in their particular job in order to properly perform the work assigned to them. The Contractor shall be responsible for maintaining the quality of the materials and workmanship on the job throughout the duration of his/her responsibility.
 2. Contractor shall ensure finished projects reflect industry standards of quality workmanship.
 3. Work performed shall be in compliance with the applicable City Code, Broward County Code, Florida Building Code (FBC) and National Electrical Code (NEC). Additionally, Contractor shall follow all standard industry practices, regulations and guidelines.
 4. Contractor shall adhere to all applicable Homeowners Association (HOA) requirements including parking restrictions, acceptable work days and hours, as well as labor standards.
 5. Contractor shall ensure adherence with all applicable Occupational Safety and Health Administration (OSHA) regulations.

END OF SECTION

EXHIBIT B
SUPPLEMENTAL FEDERAL PROVISIONS: GENERAL AND CONSTRUCTION

CONTINUED ON NEXT PAGE



Displaying title 2, up to date as of 2/25/2022. Title 2 was last amended 10/18/2021.

Title 2 - Grants and Agreements

Subtitle A - Office of Management and Budget Guidance for Grants and Agreements

Chapter II - Office of Management and Budget Guidance

Part 200 - Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards

Appendix II to Part 200 - Contract Provisions for Non-Federal Entity Contracts Under Federal Awards

In addition to other provisions required by the Federal agency or non-Federal entity, all contracts made by the non-Federal entity under the Federal award must contain provisions covering the following, as applicable.

- (A) Contracts for more than the simplified acquisition threshold, which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by 41 U.S.C. 1908, must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate.
- (B) All contracts in excess of \$10,000 must address termination for cause and for convenience by the non-Federal entity including the manner by which it will be effected and the basis for settlement.
- (C) Equal Employment Opportunity. Except as otherwise provided under 41 CFR Part 60, all contracts that meet the definition of "federally assisted construction contract" in 41 CFR Part 60-1.3 must include the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 FR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing regulations at 41 CFR part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor."
- (D) Davis-Bacon Act, as amended (40 U.S.C. 3141-3148). When required by Federal program legislation, all prime construction contracts in excess of \$2,000 awarded by non-Federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 CFR Part 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency. The contracts must also include a provision for compliance with the Copeland "Anti-Kickback" Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency.
- (E) Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708). Where applicable, all contracts awarded by the non-Federal entity in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.
- (F) Rights to Inventions Made Under a Contract or Agreement. If the Federal award meets the definition of "funding agreement" under 37 CFR § 401.2 (a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the recipient or subrecipient must comply with the requirements of 37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency.
- (G) Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as amended - Contracts and subgrants of amounts in excess of \$150,000 must contain a provision that requires the non-Federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).
- (H) Debarment and Suspension (Executive Orders 12549 and 12689) - A contract award (see 2 CFR 180.220) must not be made to parties listed on the governmentwide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), "Debarment and Suspension." SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

- (I) Byrd Anti-Lobbying Amendment (31 U.S.C. 1352) - Contractors that apply or bid for an award exceeding \$100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of 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 must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.
- (J) See § 200.323.
- (K) See § 200.216.
- (L) See § 200.322.

[78 FR 78608, Dec. 26, 2013, as amended at 79 FR 75888, Dec. 19, 2014; 85 FR 49577, Aug. 13, 2020]

EXHIBIT C

INVITATION FOR BID

CITY OF SUNRISE

PRE-QUALIFIED POOL OF GENERAL CONTRACTORS FOR HOUSING ASSISTANCE PROGRAMS

Purchasing Office
City of Sunrise
10770 W. Oakland Park Blvd
Sunrise, FL 33351

Bid Number:

Bid Title:

Pre-Bid Meeting and Site Visit: (Mandatory/Date/Time/Address)

Only pre-qualified Contractors who attend the pre-bid meeting/site visit will be deemed responsive.

Bids must be received on or before: 2:00 PM on _____

Responses must be submitted electronically through Demandstar, the City's designated electronic bidding system. It is solely the Contractor's responsibility to assure its response is submitted and received in Demandstar by the date and time specified in the solicitation. The City will not consider responses received by any other means. The official time for electronic submittals is the Demandstar server. All parties will, without reservation accept the official time. Any bid may be rejected for noncompliance to requirements after a full review by the Purchasing Office.

ALL BIDS SHALL REMAIN VALID FOR NINETY (90) DAYS AFTER BID OPENING.

Item No.	Estimated Quantity	Description	Unit Cost	Extended Total

Grand Total - Written Amount

Grand Total

If an error occurs in extension of price, the unit cost will prevail.

In the event of conflict between written price and numeric price, the written price will prevail.

This Invitation for Bid is issued to pursuant to provisions contained in the Standard Contracts between the City of Sunrise and Pool of General Request for Qualifications No. 21-03-07-VH and subsequent Standard Contracts executed between the City of Sunrise and the Pre-Qualified Pool of General Contractors for Housing Assistance Programs resulting from RFQ No. 21-03-07-VH.

All submittals are made in accordance with the requirements contained herein and the terms and conditions of the Standard Contract. By signing and submitting this bid, the Contractor makes a binding offer under these terms.

The Contractor certifies by his/her signature that this response is current, accurate, completed and is presented to the City for the performance of this Invitation for Bid in accordance with all the requirements as stated herein. The person signing this bid is authorized to bind the Contractor by his/her signature.

Compliance with Laws. Contractor and the Services must comply with all applicable federal, state, and local laws, codes, ordinances, rules, and regulations including, without limitation, American with Disabilities Act, 42 U.S.C. § 12101, Section 504 of the Rehabilitation Act of 1973, and any related federal, state, or local laws, rules, and regulations.

Bid packages and specifications are no longer available directly from the City of Sunrise Purchasing Office. The City is uses **Onvia DemandStar** for the posting and distribution of all City Bids, RFPs, RFQs, RLIs and Quotations. This Invitation to Bid

may be obtained at www.demandstar.com. The City is not responsible for the accuracy of other means of distribution. Alteration of the content of this document shall result in disqualification.

SOCIAL SECURITY NUMBER COLLECTION DISCLOSURE STATEMENT

Please be advised that pursuant to Section 119.071(5) (a) 2.a., Florida Statutes, the City of Sunrise ("City") discloses that the City requests your social security number for the purpose of payroll eligibility verification, processing employment benefits, income reporting, tax reporting, background checks on employee applicants, advisory board applicants and other City program volunteers. Social security numbers are also used as a unique numeric identifier and may be used for search purposes.

INVITATION FOR BID
CITY OF SUNRISE

The warranty shall be _____, but not less than one (1) year. (enter specific warranty requirements – ex roofing)

Addendum Receipt: Contractor shall acknowledge below the receipt of any and all addenda, if any, by listing the Addenda No. and date of issuance.

Addendum No: _____ Date _____

Addendum No: _____ Date _____

Company Name _____

Address _____

City _____ **State** _____ **Zip** _____

Phone # _____ **Fax #** _____ **E-Mail** _____

Signature _____ **Title** _____

Printed Name _____

FEID or Social Security No. _____

SPECIFICATIONS & REQUIREMENTS

(Purchasing Agent to include any escalation provisions here)

Scope of Work

Project-specific specifications will go here.