AGREEMENT BETWEEN THE CITY OF PORT ST. LUCIE AND MARK J. PAMER, D.O., LLC FOR COVID-19 VACCINATION DISTRIBUTION AND ADMINISTRATION TO CITY RESIDENTS

This Agreement for Distribution and Administration of COVID-19 Vaccination ("Agreement"), effective on this 15 day of March 2021, by and between the CITY OF PORT ST. LUCIE, a Florida municipal corporation ("City") and Mark J. Pamer, D.O., LLC, a Florida limited liability company whose mailing address is 573 NW Lake Whitney Place, Suite 105, Port St. Lucie, FL 34986 ("Provider" or "Contractor") City and Provider may be referred to individually as a "Party" or collectively as "the Parties."

RECITALS

WHEREAS, the City wishes to contract with a Provider and Provider desires to contract with the City for Provider to furnish a physician or other qualified medical professionals to provide certain medical services to the residents of the City based on the terms and subject to the conditions contained herein; and

WHEREAS, Provider is licensed, qualified, willing, and able to provide certain medical services; and

WHEREAS, the administration of the vaccine is to remedy a public health crisis with the COVID-19 pandemic; and

WHEREAS, in an effort to prevent the occurrence of and combat the spread of COVID- 19 the Federal Government has allocated a certain amount of doses of the COVID- 19 vaccine to the State of Florida to distribute rapidly;

WHEREAS, the State of Florida has distributed a portion of the state' s COVID- 19 vaccines to the Florida Department of Health;

WHEREAS, the Florida Department of Health allocates a portion of those COVID- 19 for immediate distribution to the general public;

WHEREAS, the City desires to enter into this non-exclusive Agreement with Provider to perform the services specified and, in an amount, agreed to below.

NOW THEREFORE, in consideration of the premises and the mutual covenants herein name, the Parties agree as follows: The foregoing recitals set forth above are hereby incorporated and made a part of hereof for reference.

SECTION ONE
DESCRIPTION OF SERVICES TO BE PROVIDED

The City seeks one or more qualified medical professionals to provide staffing and materials to vaccinate certain pre-screened City residents at a site selected for and provided by the City. The selected Provider must be licensed and in good standing, properly insured, and comply with all applicable laws, rules, policies, guidelines and regulations, including but not limited to those set forth in the Health Insurance Portability and Accountability Act (HIPPA) and Clinical Laboratory Improvement Act (CLIA). The City shall provide a suitable location for the provision of COVID- 19 vaccines to various communities at times as

determined by the City each individual vaccine distribution event (referred to herein as an " Event"). The City shall also register those individuals approved for vaccination and provide this information to Provider within a reasonable time prior to the Event. Further, the City may provide personnel to assist in non-professional services such as check- in and manning the observation room. In no event shall any City personnel provide any medical, nursing, or professional services as part of the Event.

PROVIDER RESPONSIBILITIES

Provider shall provide a physician(s), nurse practitioner(s) registered nurse(s), licensed practical nurse(s), and/ or any other medical staff or assistants (hereafter collectively referred to as "Medical Professionals") as determined by Provider to administer the vaccines at each Event ("Services"). The level of skill required to perform the Services shall be determined by Provider in accordance with state and national requirements and/ or guidelines. Further, Provider shall be responsible for inputting the vaccination information into the Florida Shots database.

All Medical Professionals provided by Provider shall be considered to be, at all times, the sole employees of Provider under its sole direction and not an employee or agent of the City. This amount paid to Provider is all inclusive and includes any and all expenses that may be incurred by Provider under this Agreement. Provider shall invoice the City after each Event. All invoices presented to the City for payment shall be on a Request for Payment form approved by the City. The City shall pay the Provider through payments issued by the City Finance Department in accordance with the Local Government Prompt Payment Act of the Florida Statutes, Section 218. 70, et.seq., upon receipt of the certified invoice from the City Project Manager as defined herein. In the event the compensation for the Services is eligible for reimbursement by Federal funds, Provider agrees to work with the City.

Additionally, the Provider agrees as follows:

1. The Provider must be licensed by the State of Florida and carry requisite insurance (detailed herein).
2. Provide staffing to administer and house the vaccines, and related supplies to vaccinate pre-screened City residents in compliance with Federal, State and local laws, policies, codes and regulations, including the State of Florida Governor's policy or executive orders or directive. Support personnel, to include medical and non-medical personnel who are licensed and qualified to provide medical services, case management, program policies, and member intervention strategies. Provider's staff must meet the requirements for licensure. Said medical professionals must be qualified to administer the vaccines. The Provider must assure that all tasks are conducted by the appropriate person.
3. The Provider shall administer a fee to the City as follows:
    a. **$12 for first shot and $24 for second shot**, which is inclusive of all costs of transportation, materials, staffing, medical supplies, alcohol wipes, sanitizer, gloves, and any technology needed, used or consumed.
    b. Provider will not bill the individuals receiving the vaccine, nor Medicaid, Medicare, or health insurance companies for the administration of the vaccine, nor the vaccine itself.
4. Provider will be responsible to transport and otherwise house the vaccines.
5. Provider is responsible to insure the vaccines and coordinate with the County or the Department of Health.
6. The Provider is responsible for the proper disposal of medical waste.

7. The Provider is responsible for acquiring computer software, diagnostic, and all other equipment, storage or servers needed to maintain patient information.
8. Provider shall keep track of and maintain organized and detail of work performed (i.e. vaccines administered). Provider shall keep the City informed of the number of vaccines in his possession and shall only be reimbursed for the vaccinations administered to those pre-screened City residents.
9. Provider must comply with the City's registration and appointment list for the administration of the vaccine. If the Provider has leftover vaccines, Provider is responsible to administer in compliance with applicable law and shall not be reimbursed.
10. Provider will work with the City through its project manager to arrange for hours, dates, and times to administer the vaccines.
11. Provider may hire non-medical professionals to maintain and keep secure accurate patient records and billing files but must maintain confidential information in a secure fashion in accordance with HIPAA, at no additional cost to the City.
12. Provider must perform vaccinations in a safe, efficient manner.
13. Provider shall be responsible for complying with all CDC requirements and shall provide to the City the necessary documentation that it has signed the CDC COVID-19 Vaccination Program Provider Agreement and has enrolled in Florida SHOTS. Provider agrees that they will adhere to all requirements set forth in the Agreement and any updates thereto. Provider is responsible for maintaining all records of each vaccine recipient's information pursuant to the data reporting requirements established by the CDC and shall only administer the vaccine with prioritization groups determined by the appropriate health authorities.
14. Provider has the sole responsibility to determine if the person being vaccinated is medically suitable to be vaccinated as well as the monitoring of patients for allergic or anaphylactic reactions pursuant to CDC post vaccination requirements.
15. The Provider will inform all vaccine candidates of the specific benefits and risks of the vaccine offered and will be provided with a Vaccine Information Statement (VIS) as required by law.
16. The Provider will observe all vaccine candidates for a suitable period of time after the immunization for adverse events.
17. The Provider administering the vaccinations will adhere OSHA blood born pathogen procedures (FYI: Sharps/PPE/Posted Exposure Plan).
18. City's Public Relations Image - The Provider 's personnel shall at all times handle complaints and any public contact with due regard to the City's relationship with the public. Any personnel in the employ of the Provider involved in the execution of work that is deemed to be conducting him/her self in an unacceptable manner shall be removed from the project at the request of the City Manager. All personnel are required to wear PPE in the process of the work as necessary for the work in accordance with the CDC Guidelines.
19. Provider agrees to store and handle vaccines under proper conditions, including maintaining cold chain conditions of custody at all times in accordance with Emergency Use Authorization or manufacturer requirements and shall monitor storage unit temperatures at all times so as to comply with the guidance of the CDC toolkit and further comply with CDC immunization program guidance for handling temperature excursions.

20. Any loss of vaccine due to the failure to implement use temperature control guidelines or the monitoring thereof which is in whole and in part a direct result of Provider's failure to follow cold chain and/or temperature control guidelines or other negligent acts or omissions making the vaccine unfit for use shall be at Provider's expense who agrees to indemnify the City for any monetary losses occurring therefrom.
21. Provider shall be responsible to account for all doses and vaccines for which it is provided to administer and shall be solely responsible for the safekeeping and storage of all vaccines.
22. Any loss of vaccine due to theft, misappropriation or other foreseeable causes due to Provider's negligent or intentional acts or omissions shall be at Provider's expense and Provider shall reimburse the City for any monetary losses occurring therefrom.
23. Provider shall comply with CDC instructions and timeliness for disposing of vaccine and dilutent, including used doses and shall not "pool" leftover vaccines. All spoilage/wastage of vaccines shall be reported to the Department of Health and the City shall be provided with a copy of these reports.
24. Provider is required to complete a W-9 Taxpayer Identification Form and return it with the signed agreement and insurance documents.
25. Contractual Relations - The Provider(s) are advised that nothing contained in the Agreement or specifications shall create any contractual relations between the City and Sub-Provider of the Provider(s).
26. Provider must be aware of and compliant with all laws, rules, regulations and codes impacting or otherwise affecting the COVID-19 Vaccine rollout from the Federal government.
27. Provider Relations to the City. Provider staff will have an ongoing relationship with City staff that is based on trust, confidentiality, objectivity, and integrity throughout the contract term. The Provider is expected to work cooperatively with City staff and other stakeholders, as required. The Provider must maintain complete confidentiality (as required by and to the extent provided by law).
28. Security, Confidentiality, Auditing. The Provider must provide multiple layers of external and internal security that provides administrative, physical, and technical means to protect sensitive or confidential information, supplies used in performing the responsibilities and duties. The Provider must abide by all provisions in the Health Insurance Portability and Accountability Act (HIPAA) of 1996, as well as the Health Information Technology for Economic and Clinical Health (HITECH) Act, enacted as part of the American Recovery and Reinvestment Act of 2009, and any and all subsequent Rules as promulgated by the Department of Health and Human Services. The Provider must provide assurance that it has effective internal controls over the operation and management of the point of distribution and processing of transactions performed. Providers must propose a detailed approach to security, confidentiality, auditing, and HIPAA compliance to be used during the Agreement.
    a. The Provider is responsible to input data into the Florida shots database.
    b. The Provider shall preserve as confidential all information pertaining to the City business and all technical and proprietary information obtained from the City in the performance of the administrative service agreement. The Provider will agree that any data and information generated or delivered in the performance of this agreement and any information and data furnished

by The City shall (1) be kept in confidence and not be disclosed to third parties without the prior written approval of the City, and (2) shall not be used in the production, manufacture, or design of any article or material, except as provided in the administrative service agreement, without the City's prior written consent. This obligation shall survive the termination or expiration of this Agreement.

29. The City reserves the right to approve all subcontractors, if any. The Provider shall be responsible to the City for the acts and omissions of all subcontractors or agents of the Provider and of persons directly or indirectly employed directly by the proposer. Further, nothing contained within this document or any contract documents create any contractual relationships between any subcontractor and the City.
30. Provider agrees to comply with the FEMA requirements set forth in 2 CFR Section 200.326 and 2 CFR Part 200, Appendix II.

CITY RESPONSIBILITIES

The City will be responsible for operating and maintaining the City-owned facility including all operational support necessary to meet the requirements outlined throughout this Agreement.

1. The parties agree that the City is not capable of housing or maintaining the vaccines.
2. The City will pre-screen its residents and make the appointments.
3. The City will reimburse the Provider for only those vaccines administered to pre-screened City residents.
4. The City will coordinate, exclusively, all media campaigning, ads, use of City logo, social media. The use of the City's logo is prohibited by the Consultant.
5. The City must approve all advertising by Provider prior to use.
6. The City is registering and pre-screening the residents and setting appointments.

SECTION TWO
TERM AND TERMINATION

This Agreement is effective when fully executed and shall continue until terminated by either Party. The City may terminate this Agreement with or without cause by giving the Provider ten days' notice in writing. Upon delivery of said notice, the Provider shall discontinue all services in connection with the performance of this Agreement and shall proceed to promptly cancel all related existing third-party Agreements. Termination of the Agreement by the City pursuant to this paragraph shall terminate all of the City's obligations hereunder, and no charges, penalties or other costs shall be due Provider except for work timely completed.

Termination for Cause. The occurrence of any one or more of the following events shall constitute cause for the City to declare the Contractor in default of its obligations under the contract:

I. The Contractor fails to deliver or has delivered nonconforming services or fails to perform, to the City's satisfaction, any material requirement of the Contract or is in violation of a material provision of the contract, including, but without limitation, the express warranties made by the Contractor;
II. The Contractor fails to make substantial and timely progress toward performance of the contract;
III. In the event the Contractor is required to be certified or licensed as a condition precedent to providing the Services, the revocation or loss of such license or certification may result

in immediate termination of the contract effective as of the date on which the license or certification is no longer in effect;

IV. The Contractor becomes subject to any bankruptcy or insolvency proceeding under federal or state law to the extent allowed by applicable federal or state law including bankruptcy laws; the Contractor terminates or suspends its business; or the City reasonably believes that the Contractor has become insolvent or unable to pay its obligations as they accrue consistent with applicable federal or state law;

V. The Contractor has failed to comply with applicable federal, state and local laws, rules, ordinances, regulations and orders when performing within the scope of the contract;

VI. If the City determines that the actions, or failure to act, of the Contractor, its agents, employees or subcontractors have caused, or reasonably could cause, life, health or safety to be jeopardized;

VII. The Contractor has engaged in conduct that has or may expose the City to liability, as determined in the City's sole discretion;

VIII. The Contractor furnished any statement, representation or certification in connection with the contract, which is materially false, deceptive, incorrect or incomplete.

Notice of Default. If there is a default event caused by the Contractor, the City shall provide written notice to the Contractor requesting that the breach or noncompliance be remedied within the period of time specified in the City's written notice to the Contractor. If the breach or noncompliance is not remedied within the period of time specified in the written notice, the City may:

I. Immediately terminate the contract without additional written notice(s); and/or

II. Enforce the terms and conditions of the contract and seek any legal or reasonable remedies; and/or

III. Procure substitute services from another source and charge the difference between the contract and the substitute contract to the defaulting Provider

Termination for Convenience. The City may, at any time, with or without cause, or for its convenience terminate all or a portion of the Contract upon twenty (20) days written notice to successful Provider Any such termination shall be accomplished by delivery in writing of a notice to Provider. Following termination without cause, the Provider shall be entitled to compensation upon submission of invoices and proper proof of claim, for services provided under the contract to the City up to the time of termination, pursuant to Florida law.

Termination for Non-Appropriation. The City is a governmental agency which relies upon the appropriation of funds by its governing body to satisfy its obligations. If the City reasonably determines that it does not have funds to meet its obligations under the awarded contract, the City will have the right to terminate the contract, without penalty, on the last day of the fiscal period for which funds were legally available.

The obligation to provide further services under this Agreement may be terminated by either party upon ten days written notice in the event of substantial failure by the other party to perform in accordance with the terms hereof through no fault of the terminating party. In the event of any termination, the terminating party will be paid all compensation earned for services performed through the date of cancellation.

SECTION THREE
MISCELLANEOUS

1. AMENDMENTS. The City reserves the right to order work changes in the nature of additions, deletions or modifications without invalidating the Agreement, and agrees to make corresponding adjustments in the contract price and time for completion. Any and all changes must be authorized by a written change order signed by the City's Purchasing Agent or his designee as representing the City.
2. NOTICES. All notices or other communications hereunder shall be in writing and shall be deemed duly given if delivered in person, sent by certified mail with return receipt request , email or fax and addressed as follows unless written notice of a change of address is given pursuant to the provisions of this Agreement.

   City Project Manager:
   Billy Weinshank
   Emergency Management Administrator
   City of Port St. Lucie
   121 S.W. Port St. Lucie Blvd.
   Port St. Lucie, FL 34984

3. INDEMNIFICATION/HOLD HARMLESS. Provider agrees to indemnify, defend and hold harmless, the City, its officers, agents, and employees from, and against any and all claims, actions, liabilities , losses and expenses including, but not limited to, attorney's fees for personal, economic or bodily injury, wrongful death , loss of or damage to property, at law or in equity, which may arise or may be alleged to have risen from the negligent acts, errors, omissions or other wrongful conduct of Provider , agents, laborers, subcontractors or other personnel entity acting under Provider control in connection with the Provider's performance of services under this Agreement and to that extent Provider shall pay such claims and losses and shall pay all such costs and judgments which may issue from any lawsuit arising from such claims and losses including wrongful termination or allegations of discrimination or harassment, and shall pay all costs and attorney's fees expended by the City in defense of such claims and losses including appeals. That the aforesaid hold-harmless Agreement by Provider shall apply to all damages and claims for damages of every kind suffered, or alleged to have been suffered, by reason of any of the aforesaid operations of Provider or any agent laborers, subcontractors or employee of Provider regardless of whether or not such insurance policies shall have been determined to be applicable to any of such damages or claims for damages. Provider shall be held responsible for any violation of laws, rules, regulations or ordinances affecting in any way the conduct of all persons engaged in or the materials or methods used by Provider on the work. This indemnification shall survive the termination of this Agreement.
4. SOVEREIGN IMMUNITY. Nothing contained in this Agreement shall be deemed or otherwise interpreted as waiving the City's sovereign immunity protections existing under the laws of the State of Florida, or as increasing the limits of liability as set forth in Section 768.28, Florida Statutes.
5. INSURANCE. The Provider shall, on a primary basis and at its sole expense, agree to maintain in full force and effect at all times during the life of this Agreement, insurance coverage, limits, including endorsements, as described herein. The requirements contained herein, as well as City's review or acceptance of insurance maintained by Provider are not intended to and shall

not in any manner limit or qualify the liabilities and obligations assumed by Provider under the Agreement. The parties agree and recognize that it is not the intent of the City of Port St. Lucie that any insurance policy/coverage that it may obtain pursuant to any provision of this Agreement will provide insurance coverage to any entity, corporation, business, person, or organization, other than the City of Port St. Lucie and the City shall not be obligated to provide any insurance coverage other than for the City of Port St. Lucie or extend its sovereign immunity pursuant to Section 768.28, Florida Statutes, under its self-insured program. Any provision contained herein to the contrary shall be considered void and unenforceable by any party. This provision does not apply to any obligation imposed on any other party to obtain insurance coverage for this project, any obligation to name the City of Port St. Lucie as an additional insured under any other insurance policy, or otherwise protect the interests of the City of Port St. Lucie as specified in this Agreement.

a. Workers' Compensation Insurance & Employer's Liability: The Provider shall agree to maintain Workers' Compensation Insurance & Employers' Liability in accordance with Section 440, Florida Statutes. Employers' Liability and must include limits of at least $100,000.00 each accident, $100,000.00 each disease /employee, $500,000.00each disease/maximum. A Waiver of Subrogation endorsement shall be provided. Coverage shall apply on a primary basis.

b. Commercial General Liability Insurance: The Provider shall agree to maintain Commercial General Liability insurance issued under an Occurrence form basis, including Contractual liability to cover the hold harmless agreement set forth herein, with limits of not less than:

Each occurrence	$1,000,000
Personal/advertising injury	$1,000,000
Products/completed operations aggregate	$2,000,000
General aggregate	$2,000,000
Fire damage	$100,000 any 1 fire
Medical expense	$10,000 any 1 person

Additional Insured: An Additional Insured endorsement must be attached to the certificate of insurance (should be CG2026) under the General Liability policy. Coverage is to be written on an occurrence form basis and shall apply as primary. A per location aggregate limit endorsement should be attached. Defense costs are to be in addition to the limit of liability. A waiver of subrogation shall be provided in favor of the City. Coverage shall extend to independent Providers and fellow employees. Contractual Liability is to be included. Coverage is to include a cross liability or severability of interests' provision as provided under the standard ISO form separation of insurers clause.

Except as to Workers' Compensation and Employers' Liability, said Certificate(s) and policies shall clearly state that coverage required by the Agreement has been endorsed to include the City of Port St. Lucie, a municipality of the State of Florida, its officers, agents and employees as Additional Insured added to its Commercial General Liability and Cyber Liability policies. The name for the Additional Insured endorsement issued by the insurer shall read "City of Port St. Lucie, a municipality of the State of Florida, its officers, employees and agents" shall be listed as

additionally insured." The Policies shall be specifically endorsed to provide thirty (30) day written notice to the City prior to any adverse changes, cancellation, or non-renewal of coverage thereunder. In the event that the statutory liability of the City is amended during the term of this Agreement to exceed the above limits, the Provider shall be required, upon thirty (30) days written notice by the City, to provide coverage at least equal to the amended statutory limit of liability of the City. Copies of the Additional Insured endorsements shall be attached to the Certificate of Insurance. The Provider shall furnish a Certificate of Insurance to the City in accordance with the same requirements set forth herein.

Professional Liability: Provider shall ensure the Medical Professionals maintain, throughout the term of this Agreement, Professional Liability Insurance, covering acts and omissions of the Medical Professionals, in the minimum annual coverage limit of liability not less than $2,000,000 claim and $2,000,000 aggregate, with an insurance company reasonable satisfactory to the City. Provider will require the Medical Professionals to notification to the Provider immediately in the event he or she does not have the required coverage and will promptly remove and replace such Medical Professional with another qualified Medical Professional. Provider shall provide City proof of all such Professional Liability Insurance covering Medical Professionals. Before Agreement execution, Provider shall provide City proof of all such Professional Liability Insurance, including Liability Insurance Provider maintains on its own behalf. All costs associated with maintaining Liability Insurance, shall be borne by Provider of the Medical Professional. When a self-insured retention (SIR) or deductible exceeds $10,000 the City reserves the right, but not the obligation, to review and request a copy of the Provider's most recent annual report or audited financial statement. For policies written on a "Claims-Made" basis, the Provider warrants the retroactive date equals or precedes the effective date of this Agreement. In the event the policy is canceled, non-renewed, switched to an Occurrence Form, retroactive date advanced, or any other event triggering the right to purchase a Supplemental Extended Reporting Period (SERP) during the life of this Agreement, Provider shall agree to purchase a SERP with a minimum reporting period not less than four (4) years. If policy contains an exclusion for dishonest or criminal acts, defense coverage for the same shall be provided.

Pollution Liability: If the Provider utilizes a medical waste disposal company, Provider shall ensure the Provider maintains Pollution Liability Insurance for Environmental Waste Disposal and Transportation in limits not less than $1,000,000 per occurrence, $2,000,000 aggregate. The City of Port St. Lucie must be listed as an additional insured. A waiver of subrogation shall be provided in favor of the City. Coverage shall apply on a primary and non-contributory basis.

Cyber Liability: Provider shall agree to maintain Cyber Liability in limits not less $1,000,000 Per Occurrence for direct loss, legal liability and consequential loss resulting from cyber security breaches. Coverage to include coverage for Privacy & Security Liability, Security Breach Response / Customer Breach Notice Expense, Cyber Extortion and Electronic Media Liability. The City of Port St. Lucie must be listed as an additional insured. A waiver of subrogation shall be provided in favor of the City. Coverage shall apply on a primary and non-contributory basis.

Waiver of Subrogation: The Provider shall agree by entering into this Agreement to a Waiver of Subrogation for each required policy. When required by the insurer or should a policy condition not permit an Insured to enter into a pre-loss Contract to waive subrogation without an endorsement then Provider shall agree 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 where a condition to the policy specifically prohibits such an endorsement, or voids coverage should Provider enter into such a contract on a pre-loss basis.

Deductibles: All deductible amounts shall be paid for and be the responsibility of the Provider for any and all claims under this Agreement. Where an SIR or deductible exceeds $5,000, the City of Port St. Lucie reserves the right, but not obligation, to review and request a copy of the Provider most recent annual report or audited financial statement.

It shall be the responsibility of the Provider to ensure that all contractors, independent contractors, and subcontractors comply with the same insurance requirements referenced above, without the language "when required by written contract". The Provider may satisfy the minimum limits required above for either Commercial General Liability, Professional Liability, Cyber Liability, or Employers' Liability coverage under Umbrella or Excess Liability. The Umbrella or Excess Liability shall have an Aggregate limit not less than the highest "Each Occurrence" limit for either Commercial General Liability, Professional Liability, Cyber Liability, or Employers' Liability. When required by the insurer, or when Umbrella or Excess Liability is written on Non-Follow Form," the City shall be endorsed as an "Additional Insured."
The City, by and through its Risk Management Department, reserves the right, but not obligation, to review, modify, reject, or accept any required policies of insurance including limits, coverages or endorsements, herein from time to time throughout the term of this Agreement. All insurance carriers must have an AM Best rating of at least A: VII or better.

A failure on the part of the Provider to execute the Agreement and/or punctually deliver the required insurance, and other documentation may be cause for annulment of the Agreement.

6. EMERGENCY. In the event of emergencies affecting the safety of persons, the work, or property, at the site or adjacent thereto, the Provider , or his designee, without special instruction or authorization from the City, is obligated to act to prevent threatened damage, injury or loss. In the event such actions are taken, the Provider shall promptly give to the City written notice and contact immediately by phone, of any significant changes in work or deviations from the Agreement documents caused thereby, and if such action is deemed appropriate by the City a written authorization signed by the City covering the approved changes and deviations will be issued.
7. COMPLIANCE WITH LAWS. The Provider shall give all notices required by and shall otherwise comply with all applicable laws, ordinances, and codes and shall, at his own expense, secure and pay the fees and charges required for the performance of the Agreement. All materials furnished and works done are to comply with all federal, state, and local laws and regulations. Provider will comply with all requirements of 28 C.F.R. § 35.151.
8. RECORDS. The City of Port St. Lucie is a public agency subject to Chapter 119, Florida Statutes. Provider agrees to comply with all public records laws, specifically to:
    a. Keep and maintain public records required by the City in order to perform the service;
    b. The timeframes and classifications for records retention requirements must be in accordance with the General Records Schedule GS1-SL for State and Local Government Agencies.

c. During the term of the Agreement, the Provider shall maintain all books, reports and records in accordance with generally accepted accounting practices and standards for records directly related to this Agreement. The form of all records and reports shall be subject to the approval of the City. Records include all documents, papers, letters, maps, books, tapes, photographs, films, sound recordings, data processing software, or other material, regardless of the physical form, characteristics, or means of transmission, made or received pursuant to law or ordinance or in connection with the transaction of official business with the City. Provider's records under this Agreement include but are not limited to, supplier/subProvider invoices and contracts, project documents, meeting notes, emails and all other documentation generated during this Agreement. The Provider agrees to make available to the City, during normal business hours all books of account, reports and records relating to this Agreement.

d. A Provider who fails to provide the public records to the City within a reasonable time may also be subject to penalties under Section 119.10, Florida Statutes.

e. Upon request from the City's custodian of public records, provide the public agency with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in this chapter or as otherwise provided by law.

f. 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 Provider does not transfer the records to the City.

g. Upon completion of the term, transfer, at no cost to the City, all public records in possession of the Provider, or keep and maintain public records required by the City to perform the service. If the Provider transfers all public records to the City upon completion of the Agreement, the Provider shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Provider keeps and maintains public records upon completion of the Agreement, the Provider 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 PROVIDER HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE PROVIDER'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT:

CITY CLERK
121 SW Port St. Lucie Blvd. Port St. Lucie, FL 34984
(772) 871 5157
prr@cityofpsl.com

9. ASSIGNMENT. Provider shall not delegate, assign or subcontract any part of the work under this Agreement or assign any monies due him hereunder without first obtaining the written consent of the City.
10. LAW, VENUE AND WAIVER OF JURY TRIAL. This Agreement is to be construed as though made in and to be performed in the State of Florida and is to be governed by the laws of Florida in all respects without reference to the laws of any other state or nation. The venue of any action taken to enforce this Agreement shall be in St. Lucie County, Florida. The Parties to this Agreement hereby freely, voluntarily and expressly, waive their respective rights to trial by jury on any issues so triable after having the opportunity to consult with an attorney.
11. APPROPRIATION APPROVAL. The Provider acknowledges that the City of Port St Lucie's performance and obligation to pay under this Agreement is contingent upon an annual appropriation by the City Council. The Provider agrees that, in the event such appropriation is not forthcoming, this Agreement may be terminated by the City and that no charges, penalties or other costs shall be assessed.
12. ATTORNEY'S FEES. If this matter is placed in the hands of an attorney for collection, or in the event suit or action is instituted by the City to enforce any of the terms or conditions of the Agreement, Provider shall pay to the City, in such suit or action in both trial court and appellate court, the City's costs, and reasonable attorney's fees for the anticipated cost of collection and judgment enforcement.
13. CODE OF ETHICS. Provider warrants and represents that its employees will abide by any applicable provisions of the State of Florida Code of Ethics in Chapter 112.311 et seq., Florida Statutes, and Code of Ethics Ordinances in Section 9.14 of the City of Port St. Lucie Code.
14. POLICY OF NON-DISCRIMINATION. Provider shall not discriminate against any person in its operations, activities or delivery of services under this Agreement. Provider shall affirmatively comply with all applicable provisions of federal, state and local equal employment laws and shall not engage in or commit any discriminatory practice against any person based on race, age, religion, color, gender, sexual orientation, national origin, marital status, physical or mental disability, political affiliation or any other factor which cannot be lawfully used as a basis for service delivery.
15. SEVERABILITY. The Parties to this Agreement expressly agree that it is not their intention to violate any public policy, statutory or common law rules, regulations, or decisions of any governmental or regulatory body. If any provision of this Agreement is judicially or administratively interpreted or construed as being in violation of any such policy, rule, regulation, or decision, the provision, sections, sentence, word, clause, or combination thereof causing such violation will be inoperative (and in lieu thereof there will be inserted such provision, section, sentence, word, clause, or combination thereof as may be valid and consistent with the intent of the Parties under this Agreement) and the remainder of this Agreement, as amended, will remain binding upon the Parties, unless the inoperative provision would cause enforcement of the remainder of this Agreement to be inequitable under the circumstances.
16. Federal Labor Standards Provisions. **The Contractor, including all Subcontractors, shall be in compliance with all rules and regulations set forth in U.S. Department of Housing and Urban Development "Federal Labor Standards Provisions" contained in Exhibit "A."** The above regulations include compliance with the **Davis-Bacon Act**. (A copy of the Contractor's Guide to the Davis-Bacon Act can be accessed at: http://portal.hud.gov/hudportal/documents/huddoc?id=4812-LRguide.pdf Click on the

second item listed under OLR Library. The Act requires payment of laborers and mechanics according to the following wage decision:

http://www.wdol.gov/dba.aspx

SECTION 3 CLAUSE: This clause applies to Contractors and/or subcontractors where contract or subcontract exceeds $100,000 for the total project.

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 qualification 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. 540e) 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).

A complete copy of the regulations cited above (24CFR Part 135) may be found at the following web site:

http://www.access.gpo.gov/nara/cfr/waisidx_03/24cfr135_03.html

17. ENTIRE AGREEMENT The written terms and provisions of this Agreement shall supersede any and all prior verbal or written statements of any official or other representative of the City. Such statements shall not be effective or be construed as entering into, or forming a part of, or altering in any manner whatsoever, this Agreement or Agreement documents.

SIGNATURE PAGE FOLLOWS

IN WITNESS WHEREOF, the undersigned are duly authorized to bind their respective parties and have executed this Agreement effective the day and year first above written.

AGREED TO BY THE CITY:

Russ Blackburn, City Manager

APPROVED AS TO FORM BY
THE CITY ATTORNEY'S OFFICE

AGREED TO BY THE PROVIDER:

Mark Pamer

Mark J. Pamer, Managing Member

Exhibit A
Federal Labor Standards Provisions
U.S. Department of Housing and Urban Development

Applicability

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

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

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

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

(1) The work to be performed by the classification requested is not performed by a classification in the wage determination; and

(2) The classification is utilized in the area by the construction industry; and

(3) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.

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

(c) In the event the contractor, the laborers or mechanics to be employed in the classification or their representatives, and HUD or its designee do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), HUD or its designee shall refer the questions, including the views of all interested parties and the recommendation of HUD or its designee, to the Administrator for determination. The Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise HUD or its designee or will notify HUD or its designee within the 30-day period that additional time is necessary. (Approved by the Office of Management and Budget under OMB Control number 1215-0140.)

(d) The wage rate (including fringe benefits where appropriate) determined pursuant to subparagraphs (1)(b) or (c) of this paragraph, shall be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.

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

(iv) If the contractor does not make payments to a trustee or other third person, the contractor may consider as part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program. Provided, That the Secretary of Labor has found, upon the written request of the contractor, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the contractor to set aside

in a separate account assets for the meeting of obligations under the plan or program. (Approved by the Office of Management and Budget under OMB Control Number 1215-0140.)

2. Withholding. HUD or its designee shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld from the contractor under this contract or any other Federal contract with the same prime contractor, or any other Federally-assisted contract subject to Davis-Bacon prevailing wage requirements, which is held by the same prime contractor so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees and helpers, employed by the contractor or any subcontractor the full amount of wages required by the contract. In the event of failure to pay any laborer or mechanic, including any apprentice, trainee or helper, employed or working on the site of the work (or under the United States Housing Act of 1937 or under the Housing Act of 1949 in the construction or development of the project), all or part of the wages required by the contract, HUD or its designee may, after written notice to the contractor, sponsor, applicant, or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased. HUD or its designee may, after written notice to the contractor, disburse such amounts withheld for and on account of the contractor or subcontractor to the respective employees to whom they are due. The Comptroller General shall make such disbursements in the case of direct Davis-Bacon Act contracts.

3. (i) Payrolls and basic records. Payrolls and basic records relating hereto shall be maintained by the contractor during the course of the work preserved for a period of three years thereafter for all laborers and mechanics working at the site of the work (or under the United States Housing Act of 1937, or under the Housing Act of 1949, in the construction or development of the project). Such records shall contain the name, address, and social security number of each such worker, his or her correct classification, hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in Section 1(b)(2)(B) of the Davis-Bacon Act), daily and weekly number of hours worked, deductions made and actual wages paid. Whenever the Secretary of Labor has found under 29 CFR 5.5 (a)(1)(iv) that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in Section 1(b)(2)(B) of the Davis-Bacon Act, the contractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits. Contractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs. (Approved by the Office of Management and Budget under OMB Control Numbers 1215-0140 and 1215-0017.)

(ii) (a) The contractor shall submit weekly for each week in which any contract work is performed a copy of all payrolls to HUD or its designee if the agency is a party to the contract, but if the agency is not such a party, the contractor will submit the payrolls to the applicant sponsor, or owner, as the case may be, for transmission to HUD or its designee. The payrolls submitted shall set out accurately and completely all of the information required to be maintained under 29 CFR Part 5.5(a)(3)(i). This information may be submitted in any form desired. Optional Form WH-347 is available for this purpose and may be purchased from the Superintendent of Documents (Federal Stock Number 029-005-00014-1), U.S. Government Printing Office, Washington, DC 20402. The prime contractor is responsible for the submission of copies of payrolls by all subcontractors. (Approved by the Office of Management under OMB Control Number 1215-0149.)

(b) Each payroll submitted shall be accompanied by a "Statement of Compliance," signed by the contractor or subcontractor or his or her agent who pays or supervises the payment of the persons employed under the contract and shall certify the following:

(1) That the payroll for the payroll period contains the information required to be maintained under 29 CFR Part 5.5(a)(3)(i) and that such information is correct and complete;
(2) That each laborer or mechanic (including each helper, apprentice, and trainee) employed on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in 29 CFR Part 3:
(3) That such laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification of work performed, as specified in the applicable wage determination incorporated into the contract.
(c) The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 shall satisfy the requirement for submission of the "Statement of Compliance" required by paragraph A.3.(ii)(b) of this section.
(d) The falsification of any of the above certifications may subject the contractor or subcontractor to civil or criminal prosecution under Section 1001 of Title 18 and Section 231 of Title 31 of the United States Code.
(iii) The contractor or subcontractor shall make the records required under paragraph A.3.(i) of this section available for inspection, copying or transcription by authorized representatives of HUD or its designee or the Department of Labor, and shall permit such representatives to interview employees during working hours on the job. If the contractor or subcontractor fails to submit the required records or to make them available, HUD or its designee may, after written notice to the contractor, sponsor, applicant or owner, take such action as may be necessary to cause the suspension of any further payment advance,

or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debarment action pursuant to 29 CFR Part 5.12.

4. Apprentices and Trainees.

(i) Apprentices. Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Bureau of Apprenticeship and Training, or with a State Apprenticeship Agency recognized by the Bureau, or if a person is employed in his or her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by the Bureau of Apprenticeship and Training or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice. The allowable ratio of apprentices to journeymen on the job site in any craft classification shall not be greater than the ratio permitted to the contractor as to the entire work force under the registered program. Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated above, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. Where a contractor is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman's hourly rate) specified in the contractor's or subcontractor's registered program shall be observed. Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeymen hourly rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination. In the event the Bureau of Apprenticeship and Training, or a State Apprenticeship Agency recognized by the Bureau, withdraws approval of an apprenticeship program, the contractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(ii) Trainees. Except as provided in 29 CFR 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant " to and individually registered in a program which has received prior approval, evidenced by formal certification by the U.S. Department of Labor, Employment and Training Administration. The ratio of trainees to journeymen on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration. Every trainee must be paid at not less than the rate specified in the approved program for the trainee's level of progress, expressed as a percentage of the journeyman hourly rated specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed on the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the corresponding journeyman wage rate on the wage determination which provides for less than full fringe benefits for apprentices. Any employee listed on the payroll at a trainee rate who is not registered and participating in a training plan approved by the Employment and Training Administration shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. In the event the Employment and Training Administration withdraws approval of a training program, the contractor will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(iii) Equal employment opportunity. The utilization of apprentices, trainees and journeymen under this part shall be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended, and 29 CFR Part 30.

5. Compliance with Copeland Act requirements. The contractor shall comply with the requirements of 29 CFR Part 3 which are incorporated by reference in this contract.

6. Subcontracts. The contractor or subcontractor will insert in any subcontracts the clauses contained in 29 CFR5.5(a)(1) through (10) and such other clauses as HUD or its designee may by appropriate instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with ail the contract clauses in 29 CFR Part 5.5.

7. Contract Termination; debarment. A breach of the contract clauses in 29 CFR 5.5 may be grounds for termination of the contract and for debarment as a contractor and subcontractor as provided in 29 CFR 5.12.

8. Compliance with Davis-Bacon and Related Act Requirements. All rulings and interpretations of the Davis-Bacon and Related Acts contained in 29 CFR Parts 1,3, and 5 are herein incorporated by reference in this contract.

9. Disputes concerning labor standards. Disputes arising out of the labor standards provisions of this contract shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR Parts 5, 6, and 7. Disputes within the meaning of this clause include disputes between the contractor (or any of its subcontractors) and HUD or its designee, the U.S. Department of Labor, or the employees or their representatives.

10. (i) Certification of Eligibility. By entering into this contract the contractor certifies that neither it (no he or she) nor any person or firm who has an interest in the contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of Section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1) or to be awarded HUD contracts or participate in HUD programs pursuant to 24 CFR Part 24.

(ii) No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of Section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1) or to be awarded HUD contracts or participate in HUD programs pursuant to 24 CFR Part 24.
(iii) The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 U.S.C. 1001. Additionally, U.S. Criminal Code, Section 1 01 0, Title 18, U.S.C., "Federal Housing Administration transactions", provides in part: "Whoever, for the purpose of...influencing in a way the action of such Administration.... makes, utters or publishes any statement knowing the same to be false.....shall be fined not more than $5,000 or imprisoned not more than two years or both."
11. Complaints, Proceedings, or Testimony by Employees. No laborer or mechanic to whom the wage, salary, or other labor standards provisions of this Contract are applicable shall be discharged or in any other manner discriminated against by the Contractor or any subcontractor because such employee has filed any complaint or instituted or caused to be instituted any proceeding or has testified or is about to testify in any proceeding under or relating to the labor standards applicable under this Contract to his employer.
B. Contract Work Hours and Safety Standards Act. As used in this paragraph, the terms "laborers" and "mechanics" include watchmen and guards.

(1) Overtime Requirements. No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of eight hours in any calendar day or in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate of not less than one and one-half times the basic rate of pay for all hours worked in excess of eight hours in any calendar day or in excess of forty hours in such work week, whichever is greater.
(2) Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in subparagraph (1) of this paragraph, the contractor and any subcontractor responsible therefore shall be liable for the unpaid wages. In addition such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in subparagraph (1) of this paragraph, in the sum of $10 for each calendar day on which such individual was required or permitted to work in excess of eight hours or in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in sub paragraph (1) of this paragraph.
(3) Withholding for unpaid wages and liquidated damages. HUD or its designee shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contract, or any other Federally-assisted contract subject to the Contract Work Hours and Safety Standards Act which is held by the same prime contractor such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in subparagraph (2) of this paragraph.
(4) Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clauses set forth in subparagraph (1) through (4) of this paragraph and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in subparagraphs (1) through (4) of this paragraph.
C. Health and Safety
(1) No laborer or mechanic shall be required to work in surroundings or under working conditions which are unsanitary, hazardous, or dangerous to his health and safety as determined under construction safety and health standards promulgated by the Secretary of Labor by regulation.
(2) The Contractor shall comply with all regulations issued by the Secretary of Labor pursuant to title 29 Part 1926 (formerly part 1518) and failure to comply may result in imposition of sanctions pursuant to the Contract Work Hours and Safety Standards Act ({Public Law 91-54, 83 Stat 96).

(3) The Contractor shall include the provisions of this Article in every subcontract so that such provisions will be binding on each subcontractor. The Contractor shall take such action with respect to any subcontract as the Secretary of Housing and Urban Development or the Secretary of Labor shall direct as a means of enforcing such provisions.

End of Federal Labor Standards Provisions
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