

CITY OF PORT ST. LUCIE
CONTRACT #20250200 – Janitorial Services Contract

This Contract, executed this _____ day of _____, 2025, by and between the CITY OF PORT ST. LUCIE, FLORIDA, a municipal corporation, duly organized under the laws of the State of Florida, hereinafter called "City," and **Net Facility Services LLC, 4425 Homewood Lane, Lakeland, Florida 33811, 863-602-4278**, hereinafter called "Contractor" or "Proposer." City and Contractor may be referred to herein individually as a "party" or collectively as the "parties."

SECTION I
RECITALS

In consideration of the below agreements and covenants set forth herein, the parties agree as follows:

WHEREAS, Contractor is licensed in the State of Florida; and

WHEREAS, the City wishes to contract with a contractor to provide Janitorial Services, based on the terms and subject to the conditions contained herein; and

WHEREAS, Contractor is qualified, willing, and able to provide the Scope of Services and products/services specified on the terms and conditions set forth herein; and

WHEREAS, the City desires to enter into this Contract with Contractor to perform the Scope of Services and products/services specified and with a commission amount to be paid as agreed upon below.

NOW THEREFORE, in consideration of the premises and the mutual covenants herein name, the parties agree as follows:

The Recitals set forth above are hereby incorporated into this Contract and made a part hereof for reference.

SECTION II
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 with read receipt, or by Fed-EX, UPS, courier or other similar and reliable carrier and addressed as follows, unless written notice of a change of address is given pursuant to the provisions of this Contract. Each such notice shall be deemed to have been provided:

- A. The same day, if sent via email with read receipt.
- B. Within one (1) day in the case of overnight hand delivery, courier, or services such as Fed-Ex or UPS with guaranteed next day delivery; or,
- C. Within seven (7) days after it is deposited in the U.S. Mail in the case of registered U.S. Mail.

From time to time, the parties may change the name and address of the person designated to receive notice. Such change of the designated person or their designees and/or address shall be in writing to the other party and as provided herein.

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Lakeland, Florida 33811
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City Contract Administrator: India Barr
Procurement Contracting Officer I – Procurement Management Department
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City Project Manager: Curtis Boxill
Facilities Maintenance Dept.
City of Port St. Lucie
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Telephone 772-607-3074
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SECTION III

DESCRIPTION OF SERVICES TO BE PROVIDED

SCOPE OF WORK

The Contractor shall furnish all supervision, labor, material, equipment, tools, chemicals, supplies, Personal Protection Equipment (PPE) items for their staff, and including all incidentals necessary to properly perform the services defined in the Contract which shall be taken into consideration and incorporated into the monthly bid amount for each location. Consumable goods shall be included in the amounts bid for Routine Services and not paid for separately.

Where the term “bid,” “E-Bid,” “bid response,” “bid reply,” or the like, is used herein, it shall refer to the Contractor’s bid submitted in response to the City’s solicitation #20240066, however, with the revised location pricing agreed to by the parties as reflected in Section VI.

Custodial routine services include Daytime Restroom Services as specified herein.

The City will designate a Contract Manager, to schedule, monitor and inspect the performance and progress of services provided under the Contract. The City Contract Manager will be the main point of contact for the Contract. The cleaning procedural recommendations provided herein are minimal requirements and ultimately the Contractor shall perform the required services in accordance with industry standards and shall be held responsible for ensuring method applied is compatible with specific area being cleaned.

CONSUMABLE GOODS

Consumable goods shall be included in the amounts bid for Routine Services and not paid for separately, excluding the following locations:

1. McCarty Ranch Office Building & Restrooms
2. Saints Golf Course
3. MidFlorida Event Center Recreation Side

At these three (3) locations the City will provide the consumable good products for the Contractor to install as needed.

The following supplies shall be provided by the Contractor and installed in existing dispensers and shall conform to standards for Industrial and Institutional Cleaners.

1. Toilet tissue shall be a minimum of two-ply.
2. Hand towels shall be either a roll, multi-fold or c-fold, depending on the dispenser at the facility. Brown towels are not acceptable unless approved by the City Contract Manager.
3. Hand soap.
4. Trash liners (minimum of .3 mils/7 micron) – clear to fit appropriate receptacles.
5. Toilet seat covers.
6. Sanitary napkin disposal bags.

Paper products shall be recyclable items where applicable. Paper products shall meet or exceed the recycled content guidelines by the U.S. Environmental Protection Agency (EPA). The toilet tissue and hand towels shall fit the various dispensers at each facility. The Contractor shall provide the correct size and not manipulate the product to provide a temporary fit.

The City reserves the sole right to refuse the use of or direct discontinuance of any product it determines not effective for its intended use, or harmful to dispensers. The cost of any damage caused, or corrective maintenance required, deemed to be the result of the use of inferior or inappropriate products, shall be deducted from the Contractor's monthly invoice in the form of a credit memo.

Any item substituted during the term of the Contract for any product previously approved shall be submitted to the City Contract Manager for written approval prior to use.

The Contractor shall provide, without cost to the City, samples of consumable items upon request to determine compliance with specifications.

Dispensers for toilet tissue, hand towels, and hand soap shall be furnished and installed by the City.

ROUTINE SERVICE

The Contractor shall provide routine cleaning services generally after 5:00 p.m., Monday through Sunday, to complete all the work as specified herein. In order to accommodate the tenants of the building and/or ensure consistency for the overall work within the location, schedules may be modified (e.g. scheduling routine services prior to 5:00 p.m.; not commencing services until the facility is closed/all staff have left the building, which can sometimes be after 9:00 p.m.) and are at the sole discretion of the City Contract Manager. No additional compensation shall be provided for scheduling, and the Contractor took this into consideration when submitting a bid. The Contractor shall provide an adequate number of staff in order to perform routine services in the allocated amount of time, as determined by the City Contract Manager. Work frequencies shall comply with the "Routine Work Tasks and Frequencies" schedule unless otherwise noted. Routine Service shall include, but not be limited to, the following specifications:

Clean and Disinfect Drinking Fountains

The Contractor shall remove all soil, mineral deposits, streaks, and smudges from the drinking fountains and adjacent areas. Disinfect all porcelain, plastic, and metal surfaces including, but not limited to, the orifice and drain with a germicidal cleaner. Upon completion of cleaning drinking fountains, the entire drinking fountain shall be clean, disinfected, and free of any soil, mineral deposits, streaks, stains, spots, smudges, scale, detergent residue, and debris. All stainless-steel surfaces shall have a polished appearance. Bright metal polishing may be performed by damp wiping using a germicidal cleaner and drying with a suitable cloth. If a polished appearance cannot be produced, metal shall be cleaned only with an approved type of metal cleaner/polish.

Clean and Disinfect Fixtures

The Contractor shall apply germicidal cleaner to all surfaces of washbasins, faucets, handles, valves, toilets, urinals, showers and adjacent surfaces. The Contractor shall use cream cleansers and scrub pads to remove soil not removed by the sponges or cloths and germicidal cleaner. The cleaning applicators used in cleaning and disinfecting toilets, urinals, and other surfaces contaminated with urine or feces, shall be a color readily distinguishable from other applicators used on other surfaces and fixtures. The Contractor shall use a plumbing plunger to unstop clogged toilets. Failure to unstop clogged toilets shall be reported to the City Contract Manager.

Clean and Refill Floor Drains

The Contractor shall use a floor drain brush to clean floor drains and shall remove corrosion and tarnish. The Contractor shall pour water down the floor drain to fill the drain trap and prevent the escape of sewer gas.

De-scale Toilets and Urinals

The Contractor shall use a bowl cleaner or a plumber's stone to remove scale, scum, mineral deposits, rust stain, etc. from the insides of toilet bowls and urinals leaving a clean, shining appearance free of streaks or stains or any deposits. Special attention shall be given to floors around urinals and commodes for elimination of odors and stains, and to provide a uniformly clean appearance throughout. Urinal deodorizers/screens may be required at certain locations and may be requested by the City Contract Manager as needed.

Disinfect All Surfaces

The Contractor shall disinfect all surfaces of furniture, fixtures, walls, partitions, doors, etc. by applying a germicidal cleaner.

Polish Stainless Steel, Chrome and Brass

The Contractor shall polish stainless steel, chrome and brass surfaces with appropriate polishes and a soft cloth, so as to not damage or remove any existing signage. Use clean cloths, glass cleaner, detergent and degreaser to remove smudges, fingerprints, marks, streaks, tape, etc. that polish cannot remove. Only water-based cleaners shall be used. Oil based cleaners, such as Sheila Shine, are prohibited.

Dust Furniture/Equipment Surfaces

The Contractor shall remove all dust, lint, litter, dry soil, etc. from the surfaces of chairs, lamps, tables, counters, cabinets, shelves, vending machines, and other types of furniture and surfaces. Workout equipment shall be excluded from dusting unless otherwise requested by the City Contract Manager for an additional fee. Surfaces shall be dusted using a micro-fiber cloth or a vacuum cleaner with the proper attachment so as to remove all dust and smudges. Typewriters, calculators, computers, staplers, papers, books, personal items, and other similar desk items shall not be disturbed. There shall be no oils, spots, or smudges on dusted surfaces caused by dusting tools.

Dust Building Surfaces

The Contractor shall remove all dust, lint, litter, dry soil, etc. from the surfaces of corners, crevices, molding, ledges, heater convectors, windowsills, fire extinguishers, walls, baseboards, doorframes and sills, ceiling mounted fans, air conditioning and exhaust diffusers, fixtures, partitions, rails, vertical and horizontal blinds and other types of fixtures and surfaces shall be free of all dust. Surfaces shall be dusted using a micro-fiber cloth or a vacuum cleaner with the proper attachment so as to remove all dust and smudges. There shall be no oils, spots, or smudges on dusted surfaces caused by dusting tools. Feather dusters shall not be used.

Spot Clean Building Surfaces

The Contractor shall use clean damp cloths, sponges, scrub pads, spray bottles of detergent solution, glass cleaner, and/or cream cleanser to remove smudges, fingerprints, marks, streaks, tape, etc. from the surfaces of ledges, windows, partition glass, windowsills and blinds, fire extinguisher, vents/diffusers, baseboards, walls, doors, doorframes and sills, partitions, rails, and other types of fixtures and surfaces. The Contractor shall perform spot cleaning up to a height of fifteen feet (15') from the floor surfaces at all entry areas consisting of interior and exterior cleaning. The City Contract Manager shall designate artwork that is not to be spot cleaned by the Contractor.

Overhead Dusting

The Contractor shall remove all dust, spider webs, litter, etc., from all fixtures and surfaces from the floor up to fifteen feet (15'). This includes, but is not limited to, exposed surfaces of lights, grilles, light fixtures, pipes, cables, ledges, walls, ceiling, diffusers, vents, etc. Surfaces shall be dusted using a micro-fiber cloth or a vacuum cleaner with the proper attachment so as to remove all dust and smudges. When performing overhead dusting, dust shall not be allowed to fall from high areas onto furniture and equipment below.

Dust Mop or Sweep Hard Surface Floors

The Contractor shall remove soil and litter from hard surface floors including stairs and stair landings (stairwells) and shall use treated dust mops on resilient tile, terrazzo, and other smooth finished floor surfaces or on rough, unsealed concrete, or other floors where dust mopping is not effective, a broom shall be used. All floor surfaces must be dry prior to dust mopping.

Damp Mop Hard Surface Floors

The Contractor shall dust mop floors prior to damp mopping and shall use detergent solutions and clean mops to remove soil from hard surface floors and baseboards, which cannot be removed by sweeping, dust mopping, or vacuuming. The dirty water shall be disposed of in the proper manner, not into plant beds or turf areas. Dirty water or soiled mops shall not be left in custodial closets overnight. In restrooms, locker rooms, fitness centers, and the City Health Clinic, use of a germicidal cleaner shall be used instead of a detergent solution.

Wet Mop Hard Surface Floors

The Contractor shall dust mop floors prior to wet mopping. The Contractor shall use detergent solution, clean wet mops, buckets and wringers, deck brushes, corner brushes, swivel pad holders, abrasive pads, and putty knives to remove soil from hard surface floors, which cannot be removed by vacuuming or dust mopping. The Contractor shall use scrub brushes to remove spots and stains not removed by mopping. After the floor has been cleaned, it shall have a uniform appearance free of soil, stains, streaks, swirl marks, detergent film, or any observable soil, which can be removed by damp mopping. In restrooms, locker rooms and medical treatment areas, use of a germicidal cleaner shall be used instead of detergent solution. The Contractor shall dispose of all used solution at end of work shift in the proper manner, not into plant beds or turf areas.

Trash and Recycle Material Removal

All receptacles of any type and size shall be emptied and returned to their original positions. This includes any outside receptacles in the general area. Bulky items such as rolls of plans or cardboard boxes that are placed by trash containers and clearly marked as trash, shall be removed. Plastic bags (liners) shall be replaced in all receptacles during each service or as needed. Trash and rubbish shall be emptied into a designated dumpster or receptacle in a way that shall prevent littering adjacent areas. The Contractor shall clean up any spill or litter generated by Contractor's work operations. Upon completion of trash removal, all receptacles and the areas adjacent to them shall be free of trash, spills and foreign substances. The Contractor shall provide the proper equipment to transport trash/recycling to the appropriate collection containers, which at times may be at an adjacent building in the same complex. Trash receptacles, to include totes, shall be cleaned on an as needed basis.

All waste removed from individual containers shall be emptied into a designated trash dumpster, leaving the remaining area free from litter.

The Contractor shall provide appropriate equipment for trash removal so as to avoid the possibility of floor damage due to the dragging of trash bags or containers through buildings. Any damage to carpets and floors caused by dragging bags or containers shall be repaired or replaced solely at the Contractor's expense, and to the satisfaction of the City Contract Manager.

Recyclable material shall be removed by the Contractor and taken to central recycling containers. All plastics, glass, and aluminum receptacles shall have a clear plastic liner and be removed as necessary. If deemed necessary, the City Contract Manager may add additional items to the recycling program.

The Contractor shall instruct its employees to ensure that all materials remain separated, as any mixing of materials shall impair the possibility of recycling. Further, Contractor shall instruct its employees to notify the City Contract Manager when the recycling receptacles contain different materials other than specified.

The Contractor and its employees shall take the necessary precautions to ensure that the recyclable materials do not get wet when transporting the recyclables to the designated collection points, as this impairs recycling.

Removal of recyclable goods shall take place on service days. Custodial staff is not required to separate recycling out of receptacles.

The exterior of all recycling receptacles shall be damp-wiped weekly to remove evident soil. Wet spills on the interior of receptacles shall be removed.

Clean and Refill Dispensers

All dispensers and adjacent areas shall be cleaned and disinfected, including, but not limited to, fill towel, toilet paper, and soap dispensers. All supplies shall conform to existing types of dispensers. Upon completion of cleaning and filling dispensers, all dispenser surfaces shall be clean, free of all soil and streaks, disinfected with germicidal detergent, and full.

Remove Carpet Stains

The Contractor shall use a carpet stain remover, a dampened utility brush, clean cloths, aerosol gum remover, and/or wet/dry tank vacuum to remove non-permanent stains from carpeted floors. Blot or vacuum and scrape as much of the stain from the carpet as practical before applying carpet stain remover to the carpet. Spray carpet stain remover onto

the stain and use a utility brush if required. After the stain has dissolved, blot, vacuum, and rub the stain in such a manner as to prevent spreading of the stain.

Spot Clean Furniture

The Contractor shall use clean cloths, sponges, scrub pads, spray bottles of detergent solution, glass cleaner, and/or cream cleansers to remove smudges, fingerprints, marks, streaks, tape, etc. from the surfaces of chairs, cleared surfaces of desks, lamps, tables, cabinets, counters, shelves and other types of furniture and surfaces. Typewriters, calculators, computers, staplers, paper, books, personal items, and other similar desk items shall not be disturbed.

Vacuum Traffic Lanes

The Contractor shall use a carpet vacuum to vacuum traffic patterns and lanes of carpeted floors to remove soil and debris from the carpet surface. After the carpet has been vacuumed, it should have a neat and clean appearance. Corner and baseboards should be free of lint and dust particles.

Vacuum Completely

The Contractor shall use a carpet vacuum to remove all soil and debris from the carpet surface and use a hose and brush or crevice attachment to vacuum areas inaccessible to the carpet vacuum. Elevator floor and door tracks shall be vacuumed. Moisture and dry soil shall be vacuumed from carpeted mats. Use carpet stain remover and gum remover to remove carpet stains and gummy soil from City owned mats. The City Contract Manager will designate mats that are to be cleaned by the Contractor.

Clean Interior / Exterior Glass

The Contractor shall use window cleaning equipment, glass cleaner, stepladders, soft cloths, squeegees, etc., to remove soil, tape, grease, film and stains from the interior and exterior sides of glass in exterior/interior walls, doors, partitions, plexiglass, etc. This requirement applies to all entrance/exit glass surfaces on the first floor, not to exceed fifteen feet (15'). It does not apply to inaccessible interior/exterior windows on the second floor and above. The Contractor shall use glass cleaner, metal polish, detergent, degreaser, soft cloths, ladders and scaffolding as needed, and shall clean interior/exterior glass at times that do not interfere with pedestrian traffic.

Clean Ash Receptacles

Although the facilities for which the Contractor provides custodial services have been designated "non-smoking" facilities, ash receptacles are provided at buildings to provide a means for smokers to discard smoking products. Sand urns and other ash receptacles shall be emptied and wiped clean during each service day. Accumulations of ashes, butts, and foreign material shall be removed from smoking stands and sand urns. The Contractor shall replace discarded sand at no additional cost to the City. Upon completion of this task, all surfaces of ash receptacles shall be uniformly clean without spots, streaks, or smoking material residue. Sand urns shall be clean and free of smoking material and filled to an appropriate level with clean sand, at no additional cost to the City.

Floor Mats

All floor mats located in either the exterior or interior of the facility, shall be vacuumed on service days. Entrance mats shall be lifted to remove soil and moisture underneath and shall then be returned to their normal location after cleaning. No mats shall be placed upon a damp or wet floor surface. Mats shall be repositioned in a manner that shall not jeopardize the safety of the general public or City employees.

Doors

All doors, door handles, door frames, and kick and push plates, shall be cleaned weekly or more frequently if needed, using a micro-fiber cloth dampened in an all-purpose cleaner, unless otherwise specified, to remove all smudges, fingerprints, soil, streaks, and scuff marks. After cleaning, all areas of the door shall present a clean and uniform appearance free from streaks, smudges, dirt, and scuffmarks.

HVAC Supply / Return Vents

All exposed grills and vents shall be wiped with a micro-fiber cloth and damp-wiped weekly. After cleaning, all areas of the grills and vents shall present a clean and uniform appearance free from dust, dirt, and marks.

Walls / Baseboards

All walls/baseboards shall be cleaned as needed unless otherwise specified in these specifications, with a non-abrasive detergent solution to remove all grease and oil deposits, streaks, smudges, and other soil. After washing, the walls/baseboards shall have a uniform appearance free of all grease, soil, tape, decals, contact paper, and graffiti.

Elevator

Elevator cleaning shall be performed on service days and shall be uniformly cleaned with no dust, soil, fingerprints, or smudges. Where floors have resilient type covering, all necessary cleaning operations shall be performed to provide a clean and polished appearance after each cleaning. The Contractor shall perform the following items in cleaning and servicing elevators:

1. Pick up any trash, food, or debris dropped on floors.
2. Spot clean spills using appropriate techniques.
3. Spot clean fingerprints from stainless steel fascia in the elevator landings.
4. Mop floors to remove dirt and stains.
5. Remove gum from floors.
6. Clean walls, car stations, push buttons, and kick panels.
7. Clean door tracks with scrub brush or vacuum cleaner.
8. Clean stainless steel elevator walls and door sills with clean white cloth.
9. Spot clean and polish to remove marks and smudges.
10. Clean all stainless-steel fascia in the elevator lobby.
11. Polish stainless-steel surfaces.
12. Scrub floors.
13. Clean all interior elevator cab windows, all interior windows, and interior/exterior doors.

Entrances

Entrance area cleaning shall be performed on service days and shall include, but not be limited to, the following:

1. All doors, sliding and glass panels, clerestory, and windows, shall be cleaned and then dried with a squeegee to provide a clean, streak/spot/drip free appearance.
2. All debris, including, but not limited to, paper, gum, leaves, cigarette butts, and cobwebs shall be removed daily, both on the inside and outside of the entrance out five feet (5') in front of each entrance on the first floor.
3. All door and window frames, doorknobs, and push bars, shall be cleaned with a cloth dampened with an all-purpose cleaner.
4. All mats shall be vacuumed and returned to their original positions.

Fitness Centers

The fitness centers at the Community Center and MIDFLORIDA Event Center are part of the services in this Contract as fitness-related services into the following tasks: Vacuum all carpets and fitness flooring throughout the fitness centers daily and damp mop all fitness flooring floor daily with Ph neutral cleaner. Perform daily wet mopping of all vinyl, tile, and tuf-flex floors, including those in the fitness centers and multi-purpose room, including mirrors throughout the fitness centers, including those in the fitness center and multi-purpose room. Additionally, clean all mirrors throughout the building including those in the fitness centers and multi-purpose room, twice weekly.

Kitchen and Breakroom

Kitchen and breakroom cleaning shall be performed on service days. A properly cleaned kitchen and breakroom shall be uniformly cleaned and disinfected, as specified herein. The Contractor shall perform the following items in cleaning and servicing kitchens and breakrooms:

1. Remove trash.
2. Vacuum mats and carpeted floors.
3. Sweep hard surface floors.
4. Clean drinking fountain.
5. Wet mop hard surface floors with a germicidal cleaner.
6. Machine scrub floors that cannot be completely cleaned by wet mopping with a germicidal cleaner.
7. General clean.
8. Fill towel and soap dispensers.
9. Clean and disinfect all surfaces of fixtures and accessories, damp-wipe all countertops, and scrub sinks.

Disinfecting

The Contractor shall use a germicidal cleaner to clean and disinfect all surfaces of kitchen and break rooms, including cabinets, basins, countertops, tables, walls, dispensers, all exterior surfaces of appliances, and all floor surfaces.

Final Appearance

Upon completion of cleaning and servicing kitchens and breakrooms, trash shall be removed; all surfaces shall be disinfected and shall have no streaks, marks, detergent residue, dirt accumulations, or soiling on any kitchen or coffee room surface; and dispensers shall be full.

NOTE: The Contractor shall not be responsible for cleaning and or maintaining the *inside* of kitchen appliances (e.g., microwaves, refrigerators, toaster, coffee pots, etc.).

Nonspecific Tasks

The Contractor shall perform miscellaneous activities as directed by the City Contract Manager. No tool, piece of equipment, chemical, or supply not normally used in performing routine services, shall be required for such tasks.

Routine Work Tasks and Frequencies, Per Area

Routine Work Tasks

	A	B	C	D	E	F	G	H
1. Clean and disinfect drinking fountains	---	—	---	---	D	---	---	D
2. Clean and disinfect fixtures	---	D	---	---	D	---	---	---

3. Clean and refill floor drains	---	D	---	---	---	---	W	---
4. De-scale toilets and urinals	---	D	---	---	---	---	---	---
5. Disinfect all surfaces	---	D	D	D	D	W	---	D
6. Polish stainless steel/chrome/brass	D	D	W	D	D	W	M	D
7. Dust furniture/equipment surfaces	---	D	W	---	W	---	M	D
8. Dust building surfaces	W	D	W	D	D	W	M	D
9. Overhead dusting	---	D	W	W	W	W	M	D
10. Dust mop or sweep hard surface floors	---	D	D	D	D	W	M	D
11. Damp-mop hard surface floors	---	---	D	D	---	---	---	---
12. Wet mop hard surface floors	---	D	W	D	D	W	M	D

Routine Work Tasks

	A	B	C	D	E	F	G	H
13. Pick up litter	D	D	D	D	D	D	D	D
14. Trash/recycle material removal	D	D	D	---	D	---	D	D
15. Clean and refill dispensers	---	D	---	---	D	---	---	---
16. Remove carpet stains	---	---	D	D	D	D	---	D
17. Spot clean building surfaces	D	D	D	D	D	W	M	D
18. Spot clean furniture	---	D	D	---	D	---	---	D
19. Vacuum traffic lanes	---	---	D	---	---	---	---	D
20. Vacuum completely	---	---	W	W	D	---	M	D
21. Clean interior/exterior glass/mirrors	W	W	W	---	---	---	---	---
22. HVAC Supply/Return Vents	---	M	M	---	---	---	---	M
23. Walls/Baseboards	---	---	M	---	---	---	---	M

Frequency: D=Daily, W=Weekly, M=Monthly

Areas are defined as:

- A. Building Exterior Entrances, Walkways, and Ash Receptacles
 - B. Restrooms
 - C. Offices, Work Rooms, Conference Rooms, Copy Rooms, File Rooms, Etc.
 - D. Elevators
 - E. Kitchens, Break Rooms and Waiting Areas

 - F. Stairs and Stairwells
 - G. Storage – Custodial Closets
- Corridors and Lobbies - Entry Level and Areas with Heavy Traffic including Floor Mats
- DAYTIME RESTROOM SERVICE

The Contractor shall provide daytime restroom services as indicated in the specifications between the hours of 11:00 a.m. – 1:00 p.m., as follows:

1. City Hall (Building A): All three (3) floors, Monday through Fridays.
2. Building Department (Building B): Two (2) floors, Monday through Fridays.
3. Police Building (Building C): First floor only, seven (7) days per week.

Daytime Restroom Service is in addition to the Routine Restroom Services performed in the evening or after normal office/work hours.

No additional compensation shall be provided for Daytime Restroom Service, and Contractor took this into consideration when submitting its bid. Daytime Restroom Service is incidental to the amounts bid for each location and shall not be paid separately and shall be included in the amount bid for each location for Routine Services.

ADDITIONAL WORK AS NEEDED

When additional work is required by the City, the Contractor shall be paid the hourly rate offered on the bid response page(s) for daytime or project work, depending on the type of additional work required. If the work occurs on a Saturday, Sunday, or holiday, the Contractor shall be paid 1.5 times the hourly rate offered during the hours worked. The City reserves the right to request additional work as needed at any City facility.

EMERGENCY SERVICES AS NEEDED

When additional work is required by the City for an emergency, the Contractor shall be paid the hourly rate as offered on the bid response page(s) for Emergency Rate. The Contractor shall have standby emergency personnel able to respond within thirty (30) minutes of notification by the City Contract Manager.

No additional compensation shall be given to the Contractor on a Saturday, Sunday, or holiday. The Contractor took this into consideration when submitting its bid.

Emergency situations include spills, flooding, overflows, cleaning of bodily fluids, preparations for hurricanes, floods, and other disasters, as well as post-disaster recovery efforts and other tasks as assigned by the City Contract Manager.

FACILITIES ADDED OR DELETED FROM CONTRACT

The City reserves the right to add or delete facility (building) locations and/or services, temporarily or permanently, to or from the Contract at any time. Deletions shall be at no additional cost or penalty to the City. The price for Routine Services added for a location shall be based on the price bid, per square foot, for a similar type of building on the Bid Response pages.

SPECIAL PROCEDURES

Extra Supplies

The Contractor shall leave an extra supply of toilet paper, hand towels, hand soap, and both large and small plastic bags adequate to prevent depletion of these supplies in the facility before the next routine servicing.

Equipment and Supplies

All equipment at the beginning of the Contract term shall be either new, or if used, in safe, clean, and in proper working condition. The City Contract Manager may reject any used equipment, which does not, in his sole opinion, meet the criteria listed herein. In the event the City Contract Manager rejects the equipment, the Contractor shall, within twenty-four (24) hours, replace such equipment with equipment acceptable to the City Contract Manager.

All necessary cleaning equipment including, but not limited to, power driven floor scrubbing machines, waxing and polishing machines, industrial type vacuum cleaners, and all necessary motor trucks, commercial steam cleaners with attachments, etc., needed to properly perform the services defined in the Contract shall be furnished by the Contractor. Such equipment shall be of the size and type customarily used in work of this kind and shall meet all OSHA and local standards and also meet the approval of the City Contract Manager. All equipment shall be maintained to original factory specifications. Altering of equipment shall not be permitted.

The City Contract Manager may inspect equipment at any time. Defective equipment shall be removed immediately and replaced with proper working equipment within twenty-four (24) hours.

MINIMUM SPECIAL EQUIPMENT REQUIREMENTS

All equipment shall satisfy the minimum specifications established by the City as specified herein, unless otherwise approved by the City in writing.

The Contractor shall supply mop buckets equivalent to a wave brake water bucket which keeps dirty water separate from clean water, helping to reduce the potential for cross-contamination.

The Contractor shall provide industrial vacuums compliant with the following minimum specifications and provide the City with validation of compliance. The vacuum system shall possess filtration efficiency capable of trapping 99% of contaminants as small as 0.3 micron. The Contractor shall comply with manufacturer's specifications for filter bag replacement and follow manufacturer's recommendation for filter change frequency.

The Contractor supplied vacuum shall be of commercial grade, HEPA certified. Filter bag or bagless, must be a (HEPA) high efficiency type. Vacuum can be an upright, canister, or backpack.

Cleaning Equipment

All rotary machines used for buffing purposes shall be hi-speed machines, running at 350 to 1,200 RPM. All rotary machines used for scrubbing purposes shall run between 175 and 350 RPMs only.

When dusting and cleaning is required, micro-fiber cloths shall be used. Feather dusters shall not be used. Micro-fiber mops shall be used to eliminate the scattering of dust.

Electrical Connections

The Contractor shall instruct its employees on the proper manner in which to perform their duties around sensitive equipment. This shall include the identification and usage of the proper electrical circuits to use with the electrical cleaning equipment.

The Contractor shall instruct their employees to use hallway/common area circuit plugs. No office or workstation plugs shall be used to run janitorial machines.

Special consideration shall also be given to:

1. Avoidance of power interruptions to devices.
2. The use of the same circuit by cleaning equipment and sensitive devices at any one given time.
3. The use of only those cleaning products guaranteed to not damage sensitive electronic equipment or devices.

ENVIRONMENT AND CHEMICALS

SAFETY DATA SHEETS

Any item delivered from this Contract must be accompanied by a Safety Data Sheet (SDS) for each facility location. The SDS shall include the following information: (a) The chemical name and the common name of the toxic substance. (b) The hazards or other risks in the use of the toxic substance, including: 1. The potential for fire, explosion, corrosivity, and reactivity; 2. The known acute and chronic health effects of risks from exposure, including the medical conditions which are generally recognized as being aggravated by exposure to the toxic substance; and 3. The primary routes of entry and symptoms of overexposure. (c) The proper precautions, handling practices, necessary personal protective equipment, and other safety precautions in the use of or exposure to toxic substances, including appropriate emergency treatment in case of overexposure. (d) The emergency procedure for spills, fire, disposal, and first aid. (e) A description in lay terms of the known specific potential health risks posed by the toxic substance intended to alert any person reading this information. (f) The year and month, if available, that the information was compiled and the name, address, and emergency telephone number of the manufacturer responsible for preparing the information.

All chemicals shall satisfy the minimum specifications including brand equivalencies, established by the City as specified herein, unless otherwise approved by the City in writing.

USE OF ENVIRONMENTALLY PREFERRED PRODUCTS (EPP) AND SERVICES

All chemicals shall be "Green Seal Certified," "EPA'S Safer Choice" or "Designed for the Environment," or otherwise approved in writing by the City Contract Manager.

Any item substituted during the term of the Contract for any product previously approved shall be submitted to the City Contract Manager for written approval prior to use.

Bleach, ammonia, and acid products shall not be used or maintained on premises.

Germicidal Cleaner

Odorless germicidal cleaner shall be used. The product shall not cause any surface deterioration when used properly and shall not cause colors to bleach or bleed. All containers shall be labeled with the hazardous agent noted and necessary precautions indicated.

- Tru-mix Q128 Hard Surface Disinfectant or equal, if and as approved in writing by the City Contract Manager.
- Spartan Clean On The Go hdqC2 or equal, if and as approved in writing by the City Contract Manager.

All-Purpose Cleaner

The cleaner shall be made from high quality soaps, abrasives, and disinfectant agents, uniformly mixed. The product shall not cause any surface deterioration when used properly and shall not cause colors to bleach or bleed.

- Trumix DC2 #2 Neutral Cleaner or equal, if and as approved in writing by the City Contract Manager.
- Spartan Clean by Peroxy (Green Seal) or equal, if and as approved in writing by the City Contract Manager.

Stainless Steel Cleaner

Stainless Steel Cleaner shall be non-toxic, biodegradable, have no petroleum, zero Volatile Organic Compounds (VOC's), be non- abrasive, and non-flammable.

- Fuller Professional Stainless Steel Cleaner Solvent/Water based or equal, if and as approved by the City Contract Manager.
- Claire Water Base Stainless Steel Maintainer or equal, if and as approved in writing by the City Contract Manager.

Prohibited Product: Sheila Shine.

Bowl Cleaner

Non-acid bowl cleaners shall be chemically effective for removal of scale, film, plumber's stone, or organic material and shall not damage the bowls. It shall also clean and deodorize without damaging the finish or fittings. Any bowls, valves, or fixtures damaged shall be replaced by the Contractor, at his sole expense, with

an identical product approved by the City, at no additional cost to the City and to the satisfaction of the City Contract Manager.

- Trumix Q128 Hard Surface Disinfectant or equal, if and as approved in writing by the City Contract Manager.
- LYSOL Hygienic Automatic Toilet Cleaner or equal, if and as approved in writing by the City Contract Manager.
- Professional LYSOL Power Bathroom Cleaner – Soap Scum and Shine or equal, if and as approved in writing by the City Contract Manager.
- Professional LYSOL Disinfectant Basin Tub & Tile Cleaner or equal, if and as approved in writing by the City Contract Manager.

Glass Cleaner

Glass cleaner shall be a blend of synthetic organic detergents, alcohols, solvents, and germicidal components. It shall not contain any perfume, ammonia, or inorganic alkalis.

- Franklin Cleaning Technology Hydrogen Peroxide Multi-Purpose Cleaner or equal, if and as approved in writing by the City Contract Manager.
- Spartan Tribase Multi-Purpose Cleaner (Green Seal) or equal, if and as approved in writing by the City Contract Manager.

Floor Finish, Sealer, and Stripper

All specifications for floor finishes, sealers, and strippers shall conform to the manufacturer's instructions.

Floor finish shall be non-yellowing on the floor and should be milk white in the original container rather than tan. Floor finish, sealers, and strippers shall be low odor.

Floor Sealer / Finish

A product manufactured without heavy metals and ozone-depleting compounds. Low maintenance to UHS burnishing.

- Franklin Green Option Floor Sealer/Finish or equal, if and as approved in writing by the City Contract Manager.
- Franklin Megastar or equal, if and as approved in writing by the City Contract Manager.
- Franklin Quasar or equal, if and as approved in writing by the City Contract Manager.
- Franklin Nova X or equal, if and as approved in writing by the City Contract Manager.
- Franklin De-fense or equal, if and as approved in writing by the City Contract Manager.
- Franklin Cross Link II or equal, if and as approved in writing by the City Contract Manager.
- Trimix DC2 #20 UHS Combo Cleaner/Maintainer or equal, if and as approved in writing by the City Contract Manager.

Carpet Cleaning Chemicals

Carpet Neutralizer:

- Franklin Brown Bee Gone RTU or equal, if or as approved in writing by the City Contract Manager.
- Carpet shampoo:

- Franklin Super Carpet & Upholstery Shampoo or equal, if or as approved in writing by the City Contract Manager.
- Spartan Plus 5 carpet shampoo or equal, if or as approved by the City Contract Manager.

Carpet extraction solution:

- Franklin Water Extraction Carpet Cleaner or equal, if and as approved in writing by the City Contract Manager.

Carpet Defoamer:

- Franklin T.E.T. #18 Defoamer or equal, if and as approved in writing by the City Contract Manager.
- Spartan Defoamer or equal, if and as approved in writing by the City Contract Manager.

Carpet pre-spray/spotter:

- Franklin Answer Multi-Use Carpet Cleaner or equal, if and as approved in writing by the City Contract Manager.

Carpet – Bonnet Chemicals:

- Spartan Bonnet and Traffic Carpet Cleaner or equal, if and as approved in writing by the City Contract Manager.
- Traffic and Bonnet Cleaner REN07002-MS or equal, if and as approved in writing by the City Contract Manager.

Soil Retardant Chemicals:

- Spartan SPARTAGARD – Carpet Protector or equal, if and as approved in writing by the City Contract Manager.

Dry Foam Cleaning for Floor:

- Spartan Contempo H2O2 Spotting Solution or equal, if and as approved in writing by the City Contract Manager.
- Spartan SSE Carpet Prespray & Spotter or equal, if and as approved in writing by the City Contract Manager.
- Encapsulating Pre-Spray Treatment or equal, if and as approved in writing by the City Contract Manager.
- BETCO FiberPro Dry Foam or equal, if and as approved in writing by the City Contract Manager.

Lockers and Shower Floor Cleaner:

- Virex II 256 or equal, if and as approved in writing by the City Contract Manager.
- Spartan HDQ or equal, if and as approved in writing by the City Contract Manager.

Lockers and Shower Floor Sealer:

- Spartan Between The Lines or equal, if and as approved in writing by the City Contract Manager.
- Betco Floor sealer or equal, if and as approved in writing by the City Contract Manager.

ASBESTOS COMPOSITION FLOOR TILE CLEANING CARE PROCEDURES

The Contractor shall train its employees on the principles and understanding of asbestos tile cleaning procedures in compliance with OSHA and EPA regulations. Asbestos tile cleaning procedures shall apply to floor tile and baseboard cleaning care in all City buildings and facilities built prior to 1980, and any portion of flooring that has been determined by the City to require special procedures.

The Contractor shall provide asbestos awareness training to all employees, at least every year. Any new employee(s) must additionally receive this training before beginning work under this Contract. The Contractor shall certify to the City Contract Manager in writing that employees have received the required awareness training.

BIO-HAZARD WASTE, BLOOD BORNE PATHOGEN MATERIALS

The Contractor shall train its employees on the principles and understandings of bio-hazardous waste. Bio-hazardous waste shall be cleaned, disinfected, decontaminated, and legally disposed of, at no additional cost to the City. Potentially infectious materials may include, but are not limited to, blood, urine, feces, semen, vomit, saliva, needles, diapers, etc.

GENERAL

Contractor's Performance

The Contractor shall provide two (2) telephone numbers, which shall be answered twenty-four (24) hours per day, seven (7) days per week, in case of unsatisfactory performance or in the event of an emergency. When the City has cause or reason to call the Contractor due to unsatisfactory performance or an emergency, the Contractor shall return the call within twenty (20) minutes of the originating call. If the call is not returned within twenty (20) minutes, the City has the right to complete the work with City employees or other vendors, and to levy a deduction from the Contractor's monthly invoice, for actual cost to correct and/or file an unsatisfactory Vendor Performance Report.

Supervision

It is imperative that a strong supervisory support group exists to ensure that high quality standards are maintained, and services are being performed as outlined. The Contractor shall provide responsible on-site supervision whenever its employees are working in connection with the Contract in order to ensure competent performance of work. The Contractor shall designate, at a minimum, one (1) project manager who shall be responsible for the overall operations and ensure all parties are fulfilling their duties and responsibilities. Daily inspections shall be conducted to ensure that the services included in the Contract are being performed and ensure accountability of their staff. Supervision costs shall be incorporated into the Contractor's offer and shall be at no additional cost to the City. Within thirty (30) days of Contract award, the Contractor shall provide an outline of the organizational structure and responsibilities of the specific managers, supervisors, and lead workers who will participate in the Contract. In the event that there are changes to the organizational structure/personnel, the City Contract Manager shall be notified immediately via email. Each individual's participation shall be designated as full-time or part-time participants. Qualifications and experience of each individual should also be included.

The project manager or his designee shall meet with the City Contract Manager at a time and place specified by the City Contract Manager, as requested. All problems and/or complaints shall be handled directly between the City Contract Manager and the Contractor, or the Contractor's Supervisor upon request.

Contractor's employees shall not engage in conversation with City staff that reflects a lack of understanding or consideration for the customers' needs and should direct City staff to contact the City Contract Manager. Employees shall refrain from providing excuses for work not performed.

Cell phones and radios for Contractor's employees shall be furnished by the Contractor at no cost to the City.

The City Contract Manager may require the Contractor to immediately remove any employee/supervisor/manager if the City Contract Manager, in his sole discretion, determines it to be in the best interest of the City.

The Contractor shall perform an inspection of all assigned locations each week. A written inspection form shall be provided to the City Contract Manager prior to the end of the work week during which the inspection was conducted. The format of the written inspection form shall be approved by the City Contract Manager.

PROJECT MANAGER QUALIFICATIONS:

1. Five (5) years' experience in the custodial field and two (2) years' experience as project manager.**(please supply resumes)**
2. Must speak, read, and write English fluently.
3. Must attend meetings with designated City representatives, as required.
4. Must have the ability to prepare and maintain written reports and schedules.

CONTRACTOR'S PERSONNEL

The Contractor shall:

1. Have all personnel be of the utmost integrity and not deviate from their assigned tasks and work areas. The requirements specified herein are only a brief overview of what is expected from the Contractor and shall not be limited to what is outlined.
2. Provide the City with a steady and dependable workforce. Personnel turnover shall be kept to a minimum.
3. Provide competent, trustworthy, and properly trained personnel for their work. The Contractor and its personnel shall be required to comply with all applicable regulations of the City and any other regulations that have jurisdiction.
4. Understand the City Contract Manager reserves the right to prohibit, with or without cause and at his sole discretion, any of the Contractor's personnel from performing services in City facilities or in connection with the Contract.
5. Propose replacement personnel that meets all minimum qualifications specified herein. Replacement personnel shall be provided at no additional cost to the City. The City may reject any replacement if work performance is questionable or unfavorable, in the City's sole discretion. The City will be the sole judge of the qualifications of the proposed replacement personnel. This shall also apply when the Contractor substitutes an employee with a backup in the absence of regularly scheduled staff. The City Contract Manager shall be notified in writing within a reasonable amount of time prior to substitution for approval. Approval must be granted prior to the employee starting servicing the location.
6. Take into consideration that due to the nature of activities conducted at City facilities, the City requires background checks be performed for all employees used in the performance of the

Contract. All employees working on City owned or leased property shall be fingerprinted and issued a badge prior to work. **Background checks and fingerprinting shall be done by the Police Department at no charge to the Contractor. The Contractor shall pay for an employee's lost badge replacement. To verify identification, all onsite staff shall be required to pass a state and national fingerprint-based record checks prior to granting access to the Police Department, IT Department, as well as any designated physically secure locations or controlled areas in accordance with the Criminal Justice Information Services (CJIS) Security Policy Version 5.9.3 (CJISD-ITS-DOC-08140-5.9.3). Each individual onsite staff person shall sign the "FEDERAL BUREAU OF INVESTIGATION CRIMINAL JUSTICE INFORMATION SERVICES SECURITY ADDENDUM," attached.**

7. Instruct their employees that they are not to be assisted or accompanied by non-employees during their shifts or employees not approved to work at the specific location.
8. Notify the City Contract Manager, in writing, immediately of an employee's termination. The employee's access and ID badge shall be returned immediately for processing.
9. Be responsible for ensuring that all custodial staff be able to communicate and take oral direction in English. Day staff working in a group of two (2) or more, shall be required to have a minimum of one (1) staff member able to communicate and take oral direction in English. If it is found there is no one capable of so communicating, the City, at its discretion, has the right to remove the staff from the building and call the Contractor for an immediate replacement.
10. Be responsible for ensuring that its employees do not use City property, including but not limited to, radios, computers, copiers, calculators, and telephones.
11. Be responsible for ensuring that its employees do not read, copy, or disclose, in any fashion any unauthorized materials and/or documents.
12. Be responsible for ensuring that its employees do not disturb papers on desks or open desk drawers and cabinets or any other unauthorized containers.
13. Report to the City any possible theft by employees or any allegations of employee dishonesty immediately after Contractor becomes aware of the theft or allegations of employee dishonesty. Specifically, the Contractor shall inform the City in writing of any report, discovery, or investigation of any theft, fraud, or damage to City or private property.
14. Prohibit any employee from remaining on the job site or working in connection with the Contract, if the employee appears to be under the influence of drugs or alcohol. Drugs or alcohol shall not be permitted in/at any City facility.
15. Not allow the consumption of food or drink in any areas other than those areas designated by the City Contract Manager.
16. Ensure employees shall not sit down, take breaks, or otherwise loiter in any public areas while on duty or off duty, while still in uniform. The Contractor shall instruct its employees to use the break/lunchroom whenever practical in order to minimize loitering in the public areas.
17. Ensure that its employees do not adjust any building thermostats.
18. Not allow employees to loiter or congregate in office areas when they should be working.
19. Ensure that the Contractor's employees notify the City Contract Manager of any missing or damaged furnishings or equipment. In addition, any items requiring maintenance or repair shall be reported to the City Contract Manager. Items such as clogged toilets, leaking pipes, loose tile, in-operative lights, etc., are expected to be reported immediately upon discovery.

CONTRACTOR'S ACCESSIBILITY / CELLPHONES

The Contractor shall return all phone calls, texts, and/or emails from the City Contract Manager within twenty (20) minutes, twenty-four (24) hours per day, seven (7) days per week. In buildings with daytime services, Contractor's employees shall be available utilizing a portable communicable device, which shall be furnished by the Contractor at no additional cost to the City.

TRAINING

The Contractor shall:

1. Maintain a training record for each employee. The training record shall show at a minimum the employee's name, date of employment, and the type and date of each training class attended. The Contractor shall present such records for inspection upon request by the City Contract Manager. The City Contract Manager may from time to time monitor the instruction of such training classes.
2. At a minimum, ensure each employee is trained to perform the requested services outlined and training is performed on a reoccurring basis; is trained in the proper methods and use of tools, chemicals, equipment, and supplies; is trained in restroom cleaning, general office cleaning, and carpet and floor care; OSHA requirements; asbestos awareness training; bio-hazardous waste training; and any other skills or knowledge needed by the employees of the Contractor to safely and adequately perform the services under the Contract.

The Contractor shall provide training to employees at no additional cost to the City.

SCHEDULING, EMPLOYEE WORK HOURS AND WAGES

The Contractor shall be responsible for the scheduling of its employees in order to accomplish the tasks and cleaning requirements at the times designated by the City Contract Manager.

Work shall be scheduled such that it will not disrupt the functions and normal day-to-day procedures of the City facilities and conform to all security requirements in place for each building being serviced.

The City reserves the right to approve and make changes at any time to the schedule for when services are to be provided in order to accommodate the building occupant's needs and requirements. This was taken into consideration by the Contractor when submitting its bid and shall be strictly enforced.

The Contractor shall be responsible for providing sufficient staff to accomplish all stated tasks for routine services within the allotted timeframe the City allows for each building requiring routine service as determined by the City Contract Manager. The Contractor shall conform to the City daytime and project work schedule and shall at all times have on site the required number of staff to complete the services. Once awarded the Contract, the Contractor shall provide a schedule for all locations requiring service, what custodial staff shall be assigned to each location, and shall notify the City Contract Manager of employee leave dates. This list shall be current at all times and when changes are made, the City Contract Manager shall be notified via email prior to any substitution. At no time shall an employee be substituted without prior written approval from the City Contract Manager and without proper clearance (applicable background check and card access, if required at site) for the location requiring service. **If the Contractor does not comply with these requirements, termination may be exercised as this could pose a security breach if unauthorized individuals are granted access.**

HOLIDAYS

The following days are City of Port St. Lucie recognized holidays:

New Year's Day	Veteran's Day
Martin Luther King Day	Thanksgiving Day
President's Day	Day after Thanksgiving
Memorial Day	Christmas Eve Day
Independence Day	Christmas Day
Labor Day	New Year's Eve Day

The dates of the holidays observed change yearly. The Contractor shall check with the City Contract Manager for an exact schedule of when the City observes each holiday, as some buildings do not observe certain holidays and are open. No additional compensation will be provided for scheduled services (i.e. Daytime and Routine) on these days if a location is open. If additional services are requested during a Holiday that are not already part of the regularly scheduled service, the Contractor shall be compensated accordingly for the requested service.

UNIFORMS AND IDENTIFICATION BADGES

The Contractor's employees shall be attired in distinctive, clean, and identifiable uniforms furnished by the Contractor, at the Contractor's sole expense, and approved by the City Contract Manager. They shall be neat and clean in appearance. The uniform shall consist of long pants and a prominent logo on the shirt. No T-shirts or open-toed footwear shall be permitted.

The Contractor's employees shall also always wear an identification badge in plain sight. Any employee found without a badge and in full uniform shall be sent home and the City Contract Manager shall levy a deduction against the Contractor's monthly invoice for any services not performed.

SIGN-IN LOG

The Contractor shall provide a sign-in log form acceptable to the City Contract Manager for each location. The log shall identify the date, arrival and departure time, and employee name and signature. The Contractor shall provide the City with a copy of the attendance record with employee(s) names, and hours worked, when requested by the City Contract Manager.

REQUIRED DOCUMENTATION

All required documentation shall be provided to the City Contract Manager throughout the term of the Contract, including subsequent renewals, unless otherwise noted. Any changes or updates shall be provided to the City Contract Manager.

A Safety Data Sheet (SDS), in compliance with the standards set forth by the Occupational Safety and Health Administration (OSHA) Hazard Communication Standard, shall be provided for all chemicals used in the performance of the Contract at each location.

All changes/updates to the chemicals utilized shall be submitted for prior approval in writing to the City Contract Manager immediately along with a new SDS.

SCAVENGING

The Contractor shall develop, implement, and maintain adequate procedures to ensure that employee(s) do not scavenge through any personal belongings or City items.

SOLICITING

The Contractor shall develop, implement, and maintain adequate procedures to ensure that employee(s) do not solicit any services from City staff or on any City property.

SAFETY

The Contractor shall be responsible for ensuring that any work performed in connection with the Contract shall conform to the guidelines set forth by the Occupational Safety and Health Administration.

The Contractor shall submit to the City Contract Manager a program for safety. This program shall include the specific action the Contractor shall take to train its employees in:

1. Safe work habits
2. Safe use of cleaning chemicals
3. Safe use of cleaning equipment
4. Recognizing hazardous or other materials that are not permitted for use in the Contract.
5. Slip and falls.
6. Use of Personal Protective Equipment (PPE)

For all operations requiring the placement and movement of the Contractor's equipment, the Contractor shall observe and exercise, and compel its employees to observe and exercise, all necessary caution and discretion so as to avoid injury to persons or damage to property of any and all kinds, and annoyance to or undue interference with the movement of the public and City personnel. **No doors shall be propped open at any time.** All ladders, scaffolding, or other devices used to reach the surface of objects not otherwise accessible shall be of sound construction, firm and stable, and shall be maintained in good condition. All such equipment shall be moved into the areas where they are required, placed, shifted where necessary, and removed from the areas in such a manner as to provide maximum safety to persons and property and cause the least possible interference with the normal usage of such areas by the public and City personnel.

When the Contractor's employees use any motorized vehicles in connection with the Contract, the Contractor shall instruct its employees that such use shall be in a safe and careful manner, and that all posted speed limits shall be observed.

The Contractor shall display signs when floorwork is being performed in order to notify the public of potential safety hazards. Signs shall be immediately removed once the floor is no longer a potential safety hazard.

The Contractor shall participate in all accident/incident investigations. Participation shall include dispatching the Supervisor within fifteen (15) minutes, where applicable, and a maximum response time of one (1) hour, including holidays, to be on site where the accident/incident occurred. The Contractor shall inspect the area

as well as all custodial activities that occurred up until the time of the accident/incident in order to determine if any conditions contributed to the accident/incident. A written report shall be provided to the City Contract Manager within forty-eight (48) hours after the investigation is completed. This report shall provide all of the pertinent information of the accident/incident and the Contractor's findings.

In addition to the above, the Contractor is responsible for obeying all rules and regulations of any governing agency having jurisdiction.

ENERGY CONSERVATION

The Contractor shall comply with all energy conservation practices of the City. The Contractor shall not change thermostat settings at any time. The Contractor shall turn off all lighting when exiting each area of the building. In situations where energy management systems have shut-off lighting, the Contractor may manually turn on lighting, but it is expected that the lighting be turned off again when leaving an area.

INSPECTIONS AND REPORTS

The Contractor shall complete daily check sheets of all services performed at each location for inspection by the City Contract Manager.

The City Contract Manager will schedule a site inspection with the Contractor's Supervisor or designee on an as needed basis. No additional compensation shall be provided to the Contractor for Supervisor inspections. The purpose of the site inspection shall be walking the sites to note adherence with the Contract. The project manager shall generate a written report within five (5) working days.

The Contractor shall maintain a file of all inspections conducted and any corrective action taken. This documentation shall be made available to the City at any time during or after the term of the Contract, for a period of seven (7) years. The Contractor's employees shall notify the City Contract Manager of any missing or damaged furnishings or equipment. In addition, any items requiring maintenance or repair shall be reported to the City Contract Manager. Items such as clogged toilets, leaking pipes, loose tile, in-operative lights, etc., are expected to be reported immediately upon discovery.

STORAGE SPACE

The City may supply at its discretion, limited storage space to the Contractor for storing supplies, materials, and equipment. The City Contract Manager shall designate these areas. The use of City storage facilities shall be on a space available basis. The City is not obligated to provide storage space, and storage for all equipment, supplies, and materials.

The Contractor is ultimately responsible for storage.

The Contractor shall keep its portion of the storage area organized, clean, and free of all debris and in accordance with all applicable fire regulations.

No materials or equipment shall be stored in City facilities other than those designated by the City Contract Manager.

No equipment or materials shall be stored in City facilities that are not directly used for the cleaning purposes stated in the Contract.

No flammable products shall be stored on City property and are the sole responsibility of the Contractor. The Contractor shall provide access to the City Contract Manager for all assigned storage space as requested. Off-site staging of supplies and inventories shall be the responsibility of the Contractor. The storage room shall remain locked.

The City shall not be held responsible for missing supplies, materials, and equipment during the term of the Contract.

SECURITY AND IDENTIFICATION

Security

The Contractor and employees of the Contractor shall take all measures necessary to comply with the security rules and regulations of the City and all Federal, State, and local rules, laws, and regulations.

The Contractor shall ensure that all rooms within buildings are locked after being serviced unless otherwise stated by staff. Exceptions to this are restrooms, interior offices without locks, and areas that are routinely left unlocked.

The Contractor shall report immediately to the City Contract Manager or the on-site City security personnel, the presence of suspicious persons, building system failures, fire, smoke, unusual odors, and conditions indicating theft or break-ins.

The Contractor shall not open locked doors for any person other than custodial staff who has work to perform in the locked room related to the Contract. Permission shall be provided by the City Contract Manager in writing to the Contractor to enter locked areas to perform services at the building occupant's requests. The Contractor shall close and/or lock all doors that it opens in order to provide services and leave the area as originally found unless otherwise requested.

In addition to any other security rules and regulations, the Contractor shall inform its employees of and enforce the following policies:

1. No guns, knives or other dangerous weapons shall be allowed on the premises.
2. No dangerous or illegal drugs or other prohibited substances, including alcohol, shall be allowed on any City property.

The Contractor shall ensure that lost or apparently lost articles, that are found by the Contractor's employees be turned in immediately to the City Contract Manager.

The Contractor shall be given instructions for each building that identifies which doors are to be accessed when entering and exiting the building. This shall be strictly enforced by the City and shall be enforced and reiterated to the Contractor's employees regarding the importance of following these restrictions, to ensure City buildings are secure at all times.

Violations of these policies shall not be tolerated.

Keys

The City shall provide the Contractor with sufficient keys to permit the Contractor to carry out the responsibilities of the Contract.

All keys provided remain the property of the City and shall not be duplicated except by the City Contract Manager. In the event that duplicates are needed, the Contractor shall notify the City Contract Manager.

Any items (e.g., keys, access cards, etc.) which become lost, missing, or stolen, shall be immediately reported to the City Contract Manager.

The Contractor shall be required to sign for each key issued to them and maintain a record of the keys and/or access devices. A key log shall be provided to the City Contract Manager on a monthly basis to ensure the Contractor has safeguards in place to avoid unauthorized access. If the Contractor loses a key, they shall be required to reimburse the City for the cost of labor and material for having duplicates made for non-subscription and subscription keys. Subscription keys lost shall also be subject to the cost of cylinder replacements, if deemed necessary by the City to fully contain any future security concerns.

In the event of lost or misplaced keys, the City Contract Manager shall determine whether a lock change or re-keying is necessary.

The Contractor shall reimburse the City for the total cost (labor and material) of such lock changes, re-keying, and replacement keys, as determined by the City.

NON-PERFORMANCE OF SERVICES/MISCONDUCT OF EMPLOYEE

Contractor non-performance shall be considered to have occurred when services were not performed in accordance with the terms, conditions, and specifications of the Contract and/or the City deemed an employee careless, incompetent, insubordinate, or otherwise objectionable, or whose continued employment on the job is deemed to be contrary to the interests of the City.

In the event of non-performance by the Contractor, the City shall have the right to remedy by the following methods:

1. Notify the Contractor of non-performance and allow the Contractor to correct such item(s) of non-performance. Corrective action for non-performance shall be approved and completed within twenty-four (24) hours from the Contractor's notification; unless the situation is severe, then correction would be required sooner, as determined by the City. If Contractor does not correct non-performance within the specified timeframe, a Vendor Performance Report may be issued and/or a meeting may be scheduled with all parties. The corrective action should not be provided by an employee already on-site fulfilling another scheduled service. The Contractor shall provide additional staff at no additional cost to the City to rectify the issues. A Vendor Performance Report may be issued in instances where non-performance incidents are occurring and/or non-performance has not been corrected in the allocated timeframe and/or the issue involves an employee related incident and/or severity of issue.
2. The City may correct the item of non-performance by any means it deems necessary. Direct costs incurred

by the City for the correction may be deducted from payments made to the Contractor and a Vendor Performance Report may be issued.

PAYMENT

Payment will be based on the unit price(s) offered on the bid response page(s). Price shall include, but is not limited to, all supervision, labor, equipment, materials, transportation, shipping charges, surcharges, and other items, facilities, and service(s) necessary to fully and completely accomplish task(s), unless clearly noted herein. The Contractor shall not be compensated for travel time and breaks and shall only be compensated for services rendered. In the event, the City is closed for an unforeseen event (e.g. hurricane, natural disaster, etc.) and regularly scheduled services are not required, the Contractor shall not be compensated.

INVOICES

Invoices for services shall be submitted once per month, by the tenth (10th) day of each month, and payments shall be made within twenty (20) business days, unless Contractor has chosen to take advantage of the Purchasing Card Program, which guarantees payment within several days. Payments shall be made within twenty (20) business days of receipt of Contractor's valid invoice, provided that the invoice is accompanied by adequate supporting documentation, including any necessary partial release of liens as described herein, and is approved by the Project Manager as required under Section XV of the Contract.

For additional services, invoices shall be provided within seven (7) days of the services being rendered. Each invoice shall contain the following:

- a) Location name and address
- b) Date of service
- c) Correct Purchase Order (PO) number
- d) Service Provided
- e) Service fee if regularly scheduled service
- f) The total number of hours including the appropriate hourly rate if for additional services
- g) Supporting documentation, if applicable

DEFINITIONS

EMERGENCY RATE: Hourly rate per person paid for additional work required by the City in emergency situations including spills, flooding, overflows, cleaning of bodily fluids, preparations for hurricanes, floods, and other disasters, as well as post-disaster recovery efforts and other tasks as determined/assigned by the City Contract Manager.

ENVIRONMENTALLY PREFERRED PRODUCTS: Environmentally Preferred Products (EPP) and services have a lesser or reduced negative effect on human health and the environment when compared with competing products or services that serve the same purpose.

DAYTIME RESTROOM SERVICE: Daytime restroom cleaning services shall be performed between the hours of 11:00 a.m. – 1:00 p.m., at the locations and frequencies listed under Daytime Restroom Services.

In order to accommodate the tenants of the building, work schedules may be modified and are at the sole discretion of the City Contract Manager at no additional cost to the City.

ROUTINE SERVICE: Cleaning services are generally provided after 5:00 p.m. and before 7:00 a.m., Monday through Friday, except where six (6) and seven (7) days of service is indicated. In order to accommodate the tenants of the building, work schedules may be modified and are at the sole discretion of the City Contract Manager at no additional cost to the City. The number of staff for each building is determined by the Contractor who shall be held responsible for completing tasks in accordance with the specifications herein.

ADDITIONAL SERVICE AS NEEDED: Temporary additional service that is not part of the monthly service schedule. When additional work is required by the City, the Contractor shall be paid the hourly rate offered on the bid response page(s) for daytime or project work, depending on the type of extra work required. If the work occurs on a Saturday, Sunday, or holiday, the Contractor shall be paid 1.5 times the hourly rate offered for the actual hours worked.

EMERGENCY SERVICE: Temporary emergency service that is not part of the monthly service schedule. Emergency situations include spills, flooding, overflows, cleaning of bodily fluids, preparations for hurricanes, floods, and other disasters, as well as post-disaster recovery efforts and other tasks as determined/assigned by the City Contract Manager. When additional work is required by the City for an emergency situation, the Contractor shall be paid the hourly amount as offered on the bid response page(s) for Emergency Rate. The Contractor shall respond within thirty (30) minutes of notification by the City Contract Manager. No additional compensation shall be given to the Contractor on a Saturday, Sunday, or holiday. The Contractor has taken this into consideration when submitting their bid. The only exclusion to this requirement would be hurricane activation which is defined in the **HURRICANE ACTIVATION SERVICE** section.

HURRICANE ACTIVATION SERVICE: Temporary hurricane activation service that is not part of the monthly service schedule. The Contractor shall provide coverage for hurricane preparation, during activation, and post-hurricane (requires custodial staff to remain on site before, during, and after). Custodial staff shall remain on site until the City Contract Manager determines services are no longer required. Additional and/or replacement staff may be required after the storm has passed to assist with post operation. The Contractor shall be paid the price offered on the bid response page(s) for Emergency Rate for the first eight (8) hours. The Contractor shall then be paid 1.5 times the price offered on the bid response page(s) for Emergency Rate, for the duration of the assignment.

CONSUMABLE GOODS:

Consumable goods shall be included in the amounts bid for Routine Services and not paid for separately. Consumable goods shall consist of:

1. Toilet tissue
2. Hand towel rolls - unless a facility has a multifold dispenser.
3. Hand soap
4. Trash liners - clear to fit appropriate receptacles.
5. Toilet seat covers
6. Sanitary napkin disposal bags.

SECTION IV **TIME OF PERFORMANCE**

The Contract Period start date will be _____ and will terminate two (2) calendar years thereafter on _____. The Contractor will be required to commence work under this Contract within ten (10) calendar days after the start date identified in this Contract. In the event all work required in the bid specifications has not been completed by the specified date, the Contractor agrees to provide work as authorized by the Project Manager until all work specified in the bid specifications has been rendered and accepted by the City.

Written requests shall be submitted to the Project Manager for consideration of extension of completion time due to strikes, unavailable materials, or other similar causes over which the Contractor feels it has no control. Requests for time extensions shall be submitted immediately, but in no event, more than two (2) weeks upon occurrence of conditions, which, in the opinion of the Contractor, warrant such an extension with reasons clearly stated and a detailed explanation given as to why the delays are considered to be beyond the Contractor's control.

SECTION V **RENEWAL OPTION**

In the event the Contractor offers in writing, prior to the termination of this Contract, to provide the identical materials required in this contract for up to four (4) additional one (1) year periods for a total charge that is acceptable, then the City, without additional bidding or negotiation, may, with the mutual agreement of the Contractor, extend this contract for up to four (4) additional one (1) year periods.

Economic price adjustments upward or downward may be considered at the time of renewal; adjustments must be agreed upon in writing and signed by both parties. Economic price adjustments may be allowed if the appropriate documentation is provided to substantiate the price adjustment. The City will not allow Contract adjustments up or down to exceed five (5%) combined total in any one (1) year. Any increases/decreases will be effective on the Contract renewal date. The prices will be held firm for the initial term of the Contract. Any future price adjustments agreed upon by both parties in writing will be held firm for each renewal term.

SECTION VI **COMPENSATION**

The total amount to be paid by the City to the Contractor is on a per unit price basis listed on Schedule "A" for a total amount of **\$263,851.25 annually**. Payments will be disbursed in the following manner:

Schedule A

Net Facility Services LLC. <u>City Hall</u>			
ITEM NO.	LOCATION / ADDRESS / SERVICE DAYS PER WEEK / SQUARE FOOTAGE	MONTHLY BID AMOUNT	ANNUAL BID AMOUNT (MONTHLY BID AMOUNT X12 MONTHS)
1	City Hall (Building A) 121 SW Port St. Lucie Blvd. Port St. Lucie, FL. 34984 Number of Service Days per Week: 5 Square footage: 66,828	\$6,514.72	\$80,586.83
2	Building Department (Building B) 121 SW Port St. Lucie Blvd. Port St. Lucie, FL. 34984 Number of Service Days per Week: 5 Square footage: 38,734	\$4,537.12	\$56,123.99
25	Building Department - House 2258 SE Belvedere St. Port St. Lucie, FL. 34984 Number of Service Days per Week: 1 Square footage: 2,112	\$280.09	\$3,464.70
26	City Health Clinic 2266 Best St Port St. Lucie, FL. 34984 Number of Service Days per Week: 6 Square footage: 1,957	\$928.53	\$11,485.88
		Total	\$151,661.40

Net Facility Services LLC.
Public Works

7	Public Works Administration Building #1 450 SW Thornhill Dr. Port St. Lucie, FL. 34984 Number of Service Days per Week: 5 Square footage: 4,400	\$599.46 \$7,415.30
8	Public Works Building #2 450 SW Thornhill Dr. Port St. Lucie, FL. 34984 Number of Service Days per Week: 5 Square footage: 11,660	\$512.49 \$6,339.48
9	Public Works Building #3 450 SW Thornhill Dr. Port St. Lucie, FL. 34984 Number of Service Days per Week: 5 Square footage: 2,400	\$274.76 \$3,398.77
10	Public Works Building # 4 450 SW Thornhill Dr. Port St. Lucie, FL. 34984 Number of Service Days per Week: 5 Square footage: 4,961	\$228.58 \$2,827.53

11	Public Works Environmental Division Trailer		
	450 SW Thornhill Dr.		
	Port St. Lucie, FL. 34984		
	Number of Service Days per Week: 1		
	Square footage: 1,080	\$114.00	\$1,410.18
12	Public Works Sign Shop		
	1165 Macedo Blvd.		
	Port St. Lucie, FL. 34984		
	Number of Service Days per Week: 3		
	Square footage: 1,350	\$297.57	\$3,680.93
13	Public Works Traffic Operations		
	821 SW Dwyer Ave.		
	Port St. Lucie, FL. 34984		
	Number of Service Days per Week: 3		
	Square footage: 2,008	\$343.50	\$4,249.08
			\$29,321.26

Net Facility Services, LLC.

Police Department

3	Police Building (Building C)		
	121 SW Port St. Lucie Blvd. Port St. Lucie, FL. 34984		
	Number of Service Days per Week:		
	7 for First Floor and 5 for Second and Third Floors		
	Square footage: 42,783	\$4,635.63	\$57,342.56
	Police Evidence Building		

	121 SW Port St. Lucie Blvd. Port St. Lucie, FL. 34984		
4	Number of Service Days per Week: 1 Square footage: 9,540	\$233.70	\$2,890.86
5	Police East Station 2000 SE Village Green Dr. Port St. Lucie, FL. 34984 Number of Service Days per Week: 2 Square footage: 4,906	\$262.31	\$3,244.76
6	Police Athletic League 2101 SE Tiffany Ave. Port St. Lucie, FL. 34984 Number of Service Days per Week: 3 Square footage: 4,383	\$791.73	\$9,793.67
17	Animal Control 1133 SW South Macedo Blvd. Port St. Lucie, FL. 34984 Number of Service Days per Week: 7 Square footage: 3,177	\$463.91	\$5,738.55
18	City Building 1101 SW South Macedo Blvd. Port St. Lucie, FL. 34984 Number of Service Days per Week: 1 Square footage: 2,089	\$155.95	\$1,929.10
	City Building		

	1615 SE Sunshine Ave. Port St. Lucie, FL. 34984		
19	Number of Service Days per Week: 1		
	Square footage: 4,181	\$155.95	\$1,929.10
Total			\$82,868.59

AS-NEEDED SERVICES	HOURLY RATE
Additional Services as requested by City Contract Manager	\$25.00
Hurricane Activation Service, as specified.	\$37.50
Emergency Services, as specified.	\$37.50

Invoices for services shall be submitted once per month, by the tenth (10th) day of each month, and payments shall be made within twenty (20) business days, unless Contractor has chosen to take advantage of the Purchasing Card Program, which guarantees payment within several days. Payments shall be made within twenty (20) business days of receipt of Contractor's valid invoice, provided that the invoice is accompanied by adequate supporting documentation, including any necessary partial release of liens as described herein, and is approved by the Project Manager as required under Section XV of the Contract.

No payment for projects involving improvements to real property shall be due until Contractor delivers to City a complete release of all claims arising out of the Contract or receipts in full in lieu thereof, and an affidavit based on personal knowledge that the releases and receipts include labor and materials for which a lien could be filed.

All invoices and correspondence relative to this Contract must contain the City's Contract number and Purchase Order number, detail of items with prices that correspond to the Contract, a unique invoice number, and partial and final release of liens.

All invoices for this Contract are to be sent to cboxill@cityofpsl.com and wmontgomery@cityofpsl.com.

The Contractor shall not be paid additional compensation for any loss or damage arising out of the nature of the work, from the action of the elements, or from any delay or unforeseen obstruction or difficulties

encountered in the performance of the work, or for any expenses incurred by or in consequence of the suspension or discontinuance of the work.

In the event the City deems it expedient to perform work that has not been done by the Contractor as required by these Specifications, or to correct work which has been improperly and/or inadequately performed by the Contractor as required in these Specifications, all expenses thus incurred by the City, at the City's option, will be invoiced to the Contractor and/or deducted from payments due to the Contractor. Deductions thus made will not excuse the Contractor from other penalties and conditions contained in the Contract.

All payments not made within the time specified by this section shall bear interest from thirty (30) calendar days after the due date at the rate of one (1) percent per month on the unpaid balance.

Taxes - Contractor is responsible for all federal, state, and local taxes and other charges related to the performance of this Contract.

SECTION VII **WORK CHANGES**

The City reserves the right to order work changes in the nature of additions, deletions, or modifications without invalidating the Contract, 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. Work shall be changed and the Contract price and completion time shall be modified only as set out in the written change order. Any adjustment in the Contract price resulting in a credit or a charge to the City shall be determined by mutual agreement of the parties before starting the work involved in the change. Any dispute concerning work changes which is not resolved by mutual agreement shall be decided by the City Manager who shall reduce the decision to writing. The decision of the City Manager shall be final and conclusive.

SECTION VIII **CONFORMANCE WITH PROPOSAL**

It is understood that the materials and/or work required herein are in accordance with the Contractor's bid pursuant to the Solicitation and Specifications on file in the Procurement Management Division of the City. All documents submitted by the Contractor in relation to said proposal, and all documents promulgated by the City for inviting proposals, are, by reference, made a part hereof as if set forth herein in full.

SECTION IX **INDEMNIFICATION/HOLD HARMLESS**

Contractor 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 Contractor, agents, laborers, subcontractors or other personnel entity acting under Contractor control in connection with the Contractor's performance of services under this Contract. To that extent, Contractor 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 Contractor 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 Contractor or any agent laborers, subcontractors, or employee of Contractor regardless of whether or not such insurance policies shall have been determined to be applicable to any of such damages or claims for damages. Contractor 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 Contractor on the work. This indemnification shall survive the termination of this Contract.

SECTION X **SOVEREIGN IMMUNITY**

Nothing contained in this Contract 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](#).

SECTION XI **INSURANCE**

The Contractor 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 Contract, insurance coverage and limits, including endorsements, as described herein. The requirements contained herein, as well as City's review or acceptance of insurance maintained by the Contractor are not intended to and shall not in any manner limit or qualify the liabilities and obligations assumed by Contractor under the Contract.

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 Contract 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 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 and/or 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 Contract.

Workers' Compensation Insurance & Employer's Liability: The Contractor shall agree to maintain Workers' Compensation Insurance & Employers' Liability in accordance with section 440, Florida Statutes. Employers' Liability must include limits of at least \$100,000.00 each accident, \$100,000.00 each disease/employee, and \$500,000.00 each disease/maximum. A Waiver of Subrogation endorsement must be provided. Coverage shall apply on a primary basis. Should scope of work performed by Contractor qualify its employee(s) for benefits under Federal Workers' Compensation Statute (for example, U.S. Longshore & Harbor Workers Act or Merchant Marine Act), proof of appropriate Federal Act coverage must be provided.

Commercial General Liability Insurance: The Contractor 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 and non-contributory. Defense costs are to be in addition to the limit of liability. A waiver of subrogation is to be provided in favor of the City. Coverage shall extend to independent contractors 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 Insurance, Certificates of Insurance and policies shall clearly state that coverage required by the Contract 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 for Commercial General Liability, Business Auto Liability, and Pollution 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 additional insured and shall include Contract #20250200 - Janitorial Services."** Copies of the Additional Insured endorsements shall be attached to the Certificate of Insurance. The policies shall be specifically endorsed to provide thirty (30) days written notice to the City prior to any adverse changes, cancellation, or non-renewal of coverage thereunder. Formal written notice shall be sent to City of Port St. Lucie, 121 SW Port St. Lucie Blvd., Port St. Lucie, FL 34984, Attn: Procurement. In the event that the statutory liability of the City is amended during the term of this Contract to exceed the above limits, the Contractor 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 endorsement shall be attached to the Certificate of Insurance.

Business Automobile Liability Insurance: The Contractor shall agree to maintain Business Automobile Liability at a limit of liability not less than \$1,000,000.00 each accident covering any auto, owned, non-owned and hired automobiles. In the event the Contractor does not own any automobiles, the Business Auto Liability requirement shall be amended, allowing Contractor to agree to maintain only Hired & Non-Owned Auto Liability. This amended requirement may be satisfied by way of endorsement to the Commercial General Liability, or separate Business Auto Coverage form. Certificate holder must be listed as additional insured. A waiver of subrogation must be provided. Coverage shall apply on a primary and non-contributory basis.

Waiver of Subrogation: The Contractor shall agree by entering into this Contract 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 Contractor 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.

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

Pollution Insurance: The Contractor shall procure and agree to maintain in full force during the term of this Contract, Pollution Liability Insurance in limits not less than \$1,000,000 per occurrence and \$2,000,000 aggregate, for any operations relating to the handling, storage, and transportation of hazardous materials and/or waste. The City of Port St. Lucie shall 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.

It shall be the responsibility of the Contractor to ensure that all independent contractors and subcontractors comply with the same insurance requirements referenced herein. It will be the responsibility of the Contractor to obtain Certificates of Insurance from all independent contractors and subcontractors listing the City as an Additional Insured without the language, "when required by written contract." If Contractor, any independent contractors, and/or any subcontractors maintain higher limits than the minimums shown above, the City requires and shall be entitled to coverage for the higher limits maintained by Contractor/independent contractor/subcontractor.

The Contractor may satisfy the minimum limits required above for either Commercial General Liability, Business Auto Liability, and 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, Business Auto 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 is not obliged, 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 Contract. All insurance carriers must have an AM Best rating of at least A:VII or better. When a self-insured retention or deductible exceeds \$5,000, the City reserves the right, but is not obligated, to review and request a copy of Contractor's most recent annual report or audited financial statement.

A failure on the part of the Contractor to execute the Contract and/or punctually deliver the required insurance certificates and other documentation may be cause for annulment of the award.

SECTION XII **ACTS OF GOD**

The Contractor shall be responsible for all preparation of the site for Acts of God, including but not limited to: earthquake, flood, tropical storm, hurricane or other cataclysmic phenomenon of nature, rain, wind, or other natural phenomenon of normal intensity, including extreme rainfall. No reparation shall be made to the Contractor for damages to the work resulting from these Acts. The City is not responsible for any costs associated with pre or post preparations for any Acts of God.

Emergencies - In the event of emergencies affecting the safety of persons, the work, or property, at the site or adjacent thereto, the Contractor, 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 Contractor shall promptly give written notice to the City and contact immediately by phone, of any significant changes in work or deviations from the Contract 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.

SECTION XIII **PROHIBITION AGAINST FILING OR MAINTAINING LIENS AND SUITS**

Subject to the laws of the State of Florida and of the United States, neither Contractor nor any subcontractor, supplier of materials, laborer, or other person or entity shall file or maintain any lien for labor or materials delivered in the performance of this Contract against the City. The right to maintain such lien for any or all of the above parties is hereby expressly waived.

SECTION XIV **COMPLIANCE WITH LAWS**

The Contractor 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 for all permits required for the performance of the Contract. All materials furnished and works done are to comply with all federal, state, and local laws and regulations. Contractor will comply with all requirements of [28 C.F.R. § 35.151](#). Contractor and any subcontractors shall comply with [section 119.0701, Florida Statutes](#). The Contractor and any subcontractors are to allow public access to all documents, papers, letters, or other material made or received by the Contractor in conjunction with this Contract, unless the records are exempt from [Article I, § 24\(a\), Florida Constitution](#) and section 119.07(1)(a), Florida Statutes. Pursuant to [section 119.10\(2\)\(a\), Florida Statutes](#), any person who willfully and knowingly violates any of the provisions of chapter 119, Florida Statutes, commits a misdemeanor of the first degree, punishable as provided in [sections 775.082 and 775.083, Florida Statutes](#).

RECORDS

The City of Port St. Lucie is a public agency subject to chapter 119, Florida Statutes. The Contractor shall comply with Florida's Public Records Law. CONTRACTOR'S RESPONSIBILITY FOR COMPLIANCE WITH CHAPTER 119, FLORIDA STATUTES. Pursuant to section 119.0701, Florida Statutes, Contractor agrees to comply with all public records laws, specifically to:

Keep and maintain public records required by the City in order to perform the service;

1. 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 and GS2 for Criminal Justice Agencies and District Medical Examiners](#).

2. During the term of the Contract, the Contractor shall maintain all books, reports, and records in accordance with generally accepted accounting practices and standards for records directly related to this Contract. The form of all records and reports shall be subject to the approval of the City.
3. 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. Contractor's records under this Contract include, but are not limited to, supplier/subcontractor invoices and contracts, project documents, meeting notes, emails, and all other documentation generated during this Contract.
4. The Contractor agrees to make available to the City, during normal business hours all books of account, reports and records relating to this Contract.
5. A Contractor 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.

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 by law.

Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the Contract term and following completion of the Contract if the Contractor does not transfer the records to the City.

Upon completion of the Contract, transfer, at no cost to the City, all public records in 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 HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT:

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

TRADE SECRETS

Any material submitted to the City that Contractor contends constitutes or contains trade secrets or is otherwise exempt from production under Florida public records laws (including chapter 119, Florida Statutes) ("Trade Secret Materials"), must be separately submitted and conspicuously labeled: "EXEMPT FROM PUBLIC RECORD PRODUCTION – TRADE SECRET." In addition, simultaneous with the submission of any Trade Secret Materials, the Contractor shall provide a sworn affidavit from a person with personal knowledge attesting that the Trade Secret Materials constitute trade secrets under section 688.002, Florida Statutes, and stating the factual basis to support the attestation. If a third party submits a request to the City of records designated by the Contract as Trade Secret Materials, the City shall refrain from disclosing the Trade Secret Materials, unless otherwise ordered by a court of competent jurisdiction or authorized in writing by the Contractor. Contractor shall indemnify and defend the City, its employees, agents, assigns, successors, and subcontractors from any and all claims, causes of action, losses, fines, penalties, damages, judgments, and liabilities of any kind, including attorney's fees, litigation expenses, and court costs, relating to the nondisclosure of any Trade Secret Materials in response to a records request by a third party.

SECTION XV **INSPECTION AND CORRECTION OF DEFECTS**

In order to determine whether the required material has been delivered or the required work performed in accordance with the terms and conditions of the Contract documents, the Project Manager shall make inspection as soon as practicable after receipt from the Contractor of a Notice of Performance or delivery ticket. If such inspection shows that the required material has been delivered and required work performed in accordance with terms and conditions of the Contract documents and that the material and work is entirely satisfactory, the Project Manager shall approve the invoice when it is received. Thereafter the Contractor shall be entitled to payment, as described in Section VI. If, upon such inspection, the Project Manager is not satisfied, he shall as promptly as practicable inform the parties hereto of the specific respects in which his findings are not favorable. Contractor shall then be afforded an opportunity, if desired by him, to correct the deficiencies so pointed out at no additional charge to the City, and otherwise on terms and conditions specified by the Project Manager. Upon failure of the Contractor to perform the work in accordance with the Contract documents, including any requirements with respect to the Schedule of Completion, and after five (5) days written notice to the Contractor, the City may, without prejudice to any other remedy it may have, correct such deficiencies. The Contractor shall be charged all costs incurred to correct deficiencies. All such costs incurred by the City, in the City's option, may be invoiced to the Contractor and/or may be deducted from payments due to the Contractor. Deductions thus made will not excuse the Contractor from other penalties and conditions contained in the Contract. Such examination, inspection, or tests made by the Project Manager, at any time, shall not relieve Contractor of his responsibility to remedy any deviation, deficiency, or defect.

Authority - The Contractor is hereby informed that City inspectors are not authorized to alter, revoke, enlarge, or relax the provisions of these specifications. They are not authorized to approve or accept any portion of the completed work, or give instructions contrary to the specifications. An inspector is placed on the project (or sent to the location of materials) to inspect materials being used in the work and to observe the manner in which the work is being performed and to report the progress of the work to the City. The inspector shall have the authority to reject defective materials or suspend any work that is being improperly done subject to the final decision of the City.

Notification - The Contractor shall be responsible to give twenty-four (24) hour notification to the City, when field observations are required.

Defective Work - All work and/or materials not meeting the requirements of these specifications shall be deemed as defective by the City, and all such work and/or material, whether in place or not, shall be removed immediately from the site of the work. All rejected materials that have been corrected shall not be used until the City has issued written approval to the Contractor. Without unnecessary delay and without any additional cost to the City, all work that has been rejected shall be remedied or removed and replaced in a manner acceptable to the City. If the Contractor fails to promptly remove and properly dispose of rejected materials and/or work then replaces same immediately after being notified to do so, the City may employ labor to remove and replace such defective work and/or materials. All charges for replacement of defective materials and/or work shall be charged to the Contractor and/or may be deducted from any moneys due to the Contractor or his Surety.

Repair or Replacement - Should any defect appear during the warranty period, the Contractor shall, at its own expense, have repaired or replaced such item upon receipt of written notice from the City of said defect. Said repair or replacement must be accomplished within fourteen (14) calendar days after receipt of notification from the City of the defect.

Deductions - In the event the City deems it expedient to perform work which has not been done by the Contractor as required by these Specifications, or to correct work which has been improperly and/or inadequately performed by the Contractor as required in these Specifications, all expenses thus incurred by the City, in the City's option, will be invoiced to the Contractor and/or may be deducted from payments due to the Contractor. Deductions thus made will not excuse the Contractor from other penalties and conditions contained in the Contract.

SECTION XVI **SCRUTINIZED COMPANIES**

By entering into this Contract with the City, Contractor certifies that it and those related entities of Contractor, as defined by Florida law, are not on the Scrutinized Companies that Boycott Israel List, created pursuant to section 215.4725, Florida Statutes, and are not engaged in a boycott of Israel. The City may terminate this Contract if Contractor or any of those related entities of Contractor, as defined by Florida law, are found to have submitted a false certification or any of the following occur with respect to the company or a related entity: (i) it has been placed on the Scrutinized Companies that Boycott Israel List, or is engaged in a boycott of Israel, or (ii) for any contract for goods or services of one million dollars or more, it 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 it is found to have been engaged in business operations in Cuba or Syria. Notwithstanding the preceding, the City reserves the right and may, in its sole discretion, on a case by case basis, permit a company on such lists or engaged in business operations in Cuba or Syria to be eligible for, bid on, submit a proposal for, or enter into or renew a contract for goods or services of one million dollars or more, or may permit a company on the Scrutinized Companies that Boycott Israel List to be eligible for, bid on, submit a proposal for, or enter into or renew a contract for goods or services of any amount, should the City determine that the conditions set forth in section 287.135(4), Florida Statutes, are met.

SECTION XXVII
CONTRACT ADMINISTRATION

Amendments - The City and the Contractor agree that they will, from time to time, execute, acknowledge, and deliver, or cause to be executed, acknowledged, and delivered, such supplements hereto and such further instruments as may reasonably be required for carrying out the express intention of the Contract. The Contract may be amended in writing from time to time by mutual consent of the parties. All amendments to the Contract must be in writing and fully executed by duly authorized representatives of the City and the Contractor.

Fiscal Year - All reference to Fiscal Year shall mean the City's Fiscal Year. The City's Fiscal Year is from October 1st through September 30th.

Joint Venture - Nothing in the Contract shall be construed as creating or constituting the relationship of a partnership, joint venture, or other association of any kind or agent and principal relationship, between the vested parties. Each party shall be deemed to be an independent contractor contracting for the services and acting toward the mutual benefits expected to be derived from the mutually agreed upon Contract. Neither Contractor nor any of Contractor's agents, employees, subcontractors, or contractors shall become or be deemed to become agents, or employees of the City. Contractor shall therefore be responsible for compliance with all laws, rules, and regulations involving its employees and any subcontractors, including but not limited to, employment of labor, hours of labor, health, and safety, working conditions, workers' compensation insurance, and payment of wages. No party has the authority to enter into any contract or create an obligation or liability on behalf of, in the name of, or binding upon another party to the Contract.

Performance by Industry Standards - The Contractor represents and expressly warrants that all aspects of the Services provided or used by it shall, at a minimum, conform to the standards in the Contractor's industry. This requirement shall be in addition to any express warranties, representations, and specifications included in the Contract, which shall take precedence.

Permits, Licenses, and Certifications - The Contractor shall be responsible for obtaining all permits, licenses, certifications, etc., required by Federal, State, County, and Municipal laws, regulations, codes, and ordinances for the performance of the work required in these specifications and to conform with the requirements of said legislation. The Contractor shall be required to complete a **W-9 Taxpayer Identification Form**, provided with the City's Contract, and return it with the signed Contract and insurance documents.

Use of Name or Intellectual Property - Contractor agrees it will not use the name or any intellectual property, including but not limited to, City trademarks or logos in any manner, including commercial advertising or as a business reference, without the express prior written consent of the City.

Waiver - Except as specifically provided for in a waiver signed by duly authorized representatives of the City and the Contractor, failure by either party at any time to require performance by the other party or to claim a breach of any provision of the Contract shall not be construed as affecting any subsequent right to require performance or to claim a breach. Each waiver, if mutually agreed upon, shall be published as a Contract amendment.

SECTION XVIII **ADDITIONAL REQUIREMENTS**

In the event of any conflict between the terms and conditions appearing on any purchase order issued relative to this Contract, and those contained in this Contract and the Specifications herein referenced, the terms of this Contract and Specifications herein referenced shall apply.

The City shall be listed as an original owner on all manufacturers' warranties, if any, for materials and services.

City's Public Relations Image - The Contractor'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 Contractor involved in the execution of work that is deemed to be conducting himself in an unacceptable manner shall be removed from the project at the request of the City Manager.

Cooperative Purchasing Agreement - This Contract may be expanded to include other governmental agencies. Contractor may agree to allow other public agencies the same items at the same terms and conditions as this Contract, during the period of time that this Contract is in effect. Each political entity will be responsible for execution of its own requirements with the Contractor.

Discrepancies - If, in the course of performing work resulting from an award under this specification, the Contractor finds any discrepancy between the area defined in these specifications and the actual area where work is being performed, the Contractor shall discontinue work on the subject area and inform the Project Manager of the discrepancy. The Contractor shall thereafter proceed as authorized by the Project Manager who will document any modification to these specifications that he authorized in writing as soon as possible.

Permission to Use - The Contractor shall permit any portion of the new work, which is in suitable condition, to be used by the City for the purpose for which it was intended, provided such use does not hinder or make more expensive the work still to be done by the Contractor.

Dress Code – All personnel in the employ of the Contractor shall be appropriately attired. Employees engaged in the course of work shall wear company uniforms neat and clean in appearance, readily identifiable to all City employees and the public. No tee shirts with obscene pictures or writings will be allowed. Swimsuits, tank tops, shorts, and sandals are also prohibited. Safety toed shoes shall be worn at all times. The City prefers long-sleeve buttoned-up shirts. Long pants are required.

Patent Fees, Royalties, and Licenses - If the Contractor requires or desires to use any design, trademark, device, material, or process covered by letters of patent or copyright, the Contractor and his surety shall indemnify and hold harmless the City from any and all claims for infringement in connection with the work agreed to be performed. The Contractor shall indemnify the City from any cost, expense, royalty, or damage which the City may be obligated to pay by reason of any infringement at any time during the prosecution of or after completion of the work.

Cleaning Up - The Contractor shall, during the performance of this Contract, remove and properly dispose of resulting dirt and debris, and keep the work area reasonably clear. Contractor shall remove equipment, materials, excess debris, and put the work area in a neat, clean, sanitary, and safe condition by the end of each shift. All disturbed areas shall be restored to existing or better conditions. The Contractor shall only be

entitled for payment of authorized areas within the project work limits. The project work limits shall be established by the City of Port St. Lucie prior to work. Contractor shall make every effort to minimize unnecessary damage. All damaged areas outside the project work limits must be repaired to existing conditions or better, at the cost of the Contractor, prior to payment of invoices. Contractor shall also take care to avoid sprinkler heads and irrigation lines, unless the aforementioned cannot be avoided, in which case irrigation lines will be relocated to cover all grassed areas. This cost is incidental to the clearing and grubbing cost.

Foreman or Superintendent and Workmen – The Contractor shall at all times during progress of the work, have on site a competent foreman or superintendent with authority to act for him and to cooperate with the City. The Contractor shall provide competent, careful, and reliable workmen with sufficient experience in such work to perform it properly and satisfactorily and to operate the equipment involved. Contractor shall provide workmen that shall make do and proper effort to execute the work in the manner prescribed in the Contract Documents.

Labor and Equipment - The Contractor shall utilize experienced personnel who are thoroughly capable of performing the work assigned to them. The Contractor shall utilize proper equipment in good repair to perform assigned work. Failure on the part of the Contractor to furnish such labor or equipment shall be sufficient cause to terminate this Contract for cause. Only equipment designed for performance of work described herein will be acceptable for operation. The equipment used must be in good operating condition at all times. Include a list of equipment proposed for use (owned and/or leased), with the bid. The City may inspect the equipment prior to awarding the bid, and at any time during the course of the Contract. Safety devices shall be properly installed and maintained at all times the equipment is in use.

Storage and Stockpiling – All storage or stockpiling of tools or material (i.e., lumber, pilings, etc.) shall be limited to uplands. Excess lumber, scrap wood, trash, garbage, or other types of debris shall be removed from the project site upon the completion of the work.

Erosion and Sediment Control – The Contractor is responsible for all erosion and sediment control in accordance with all local, State, and Federal regulatory agency guidelines.

Water Resources – The Contractor shall not discharge without permit into waters of lakes, rivers, canals, waterways and ditches, any fuel, oils, bitumens, garbage, sewage, or other materials which may be harmful to fish, wildlife, or vegetation, or that may be detrimental to outdoor recreation. The Contractor shall be responsible for investigating and complying with all applicable Federal, State, and local laws and regulations governing pollution of waters. All work under this Contract shall be performed in such manner that objectionable conditions will not be created in waters through or adjacent to the project areas.

Native Vegetation – No Native Vegetation shall be removed without written authorization and prior approval of the City.

Sanitary Conditions - The Contractor shall be responsible to provide and maintain in a neat and sanitary condition such accommodations for the use of employees as may be necessary to comply with the regulations of the County Board of Health or other bodies having jurisdiction. Contractor shall commit no public nuisance.

Access to Work - The Contractor shall be responsible to permit the City, its inspectors, and other authorized representatives of the City to have access to all parts of the work, and to all materials intended for use in the

work, and to all factories where such materials are manufactured, at all times. The above designated City personnel shall be permitted during said access to remove materials and make such inspections, as they deem necessary. Materials submitted for approval will be inspected and passed upon as promptly as practical as will work in progress. However, failure to reject defective work at the time it is done and/or failure to reject materials shall in no way prevent rejection at any time prior to final acceptance of the work authorized by the City.

Adjustments - The Contractor shall be responsible to arrange with utility companies for any adjustment necessary. The Contractor shall also be responsible to identify and avoid damage to all utilities (publicly and privately owned) within the area where work is being performed.

Damages - The Contractor shall be responsible for the charge and care of all work from damage by the elements or from any cause whatsoever until contractor has been paid in full.

No claim for damages or any claim other than for an extension of time shall be made or asserted against the City by reason of any delays. Contractor shall not be entitled to an increase in the Contract Price or payment or compensation of any kind from the City for direct, indirect, consequential, impact or other costs, expenses, or damages, including but not limited to, costs of accidental or inefficiency, arising because of delay, disruption, interference from any cause whatsoever, whether such delay, disruption, interference, or hindrance be reasonable or unreasonable, foreseeable, or avoidable. Contractor shall be entitled only to extensions of the Contract Time as sole and exclusive remedy for such delays, in accordance with and to the extent specifically provided herein.

Damage to Property – The Contractor shall preserve from damage all property along the line of work, or which is in the vicinity of or is in any way affected by the work, the removal, or destruction of which is not called for by the Contract/plans. This applies to public and private property, public and private utilities, trees, shrubs, crops, signs, monuments, fences, guardrail, pipe and underground structures, public highways, etc. Whenever such property is damaged due to the activities of the Contractor, it shall be immediately restored to a condition equal to or better than existing before such damage or injury was done by the Contractor, and at the Contractor's expense. The Contractor's special attention is directed to protection of any geodetic monument, horizontal, vertical or property corner, located within the limits of construction. National Geodetic Vertical Datum 1929 (NGVD '29) or North American Vertical Datum 1988 (NAVD '88) monuments shall be protected. If in danger of damage, notify:

Geodetic Information Center
6001 Executive Boulevard
Rockville, MD 20852
Attn: Maintenance Center (301) 443-8319

City of Port St. Lucie vertical or horizontal datum shall also be protected. In case of damage or if relocation is needed, notify:

City of Port St. Lucie
Public Works Department
121 SW Port St. Lucie Boulevard
Port St. Lucie, FL 34984-5099 (772) 871-5175

SECTION XIX **ASSIGNMENT**

Contractor shall not delegate, assign, or subcontract any part of the work under this Contract or assign any monies due him hereunder without first obtaining the written consent of the City. If Contractor sells all or a majority of its shares, merges with, or otherwise is acquired by or unifies with a third party, it shall notify the City within ten (10) days. If after such notice, the City determines in its sole discretion, it may terminate the Contract, without penalty. The City's consent to any assignment is strictly conditioned upon the third party assuming all obligations under the Contract as it exists at the time of the assignment and/or assumption. Contractor shall ensure that any business transaction complies with the terms of this section, and failure to so comply shall render any alleged assignment and/or assumption void.

SECTION XX **TERMINATION, DELAYS, AND LIQUIDATED DAMAGES**

A. 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; or
- VIII. The Contractor furnished any statement, representation, or certification in connection with

the Contract, which is materially false, deceptive, incorrect, or incomplete.

- B. Notice of Default.** Except as provided in Section XXIII.C, if there is a default, breach, or noncompliance event caused by the Contractor, the City shall provide written notice to the Contractor requesting that the breach, default, or noncompliance be remedied within the period specified in the City's written notice to the Contractor. If the breach or noncompliance is not remedied within the period 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 Contractor. Such a charge, in the City's option, may be invoiced to the Contractor and/or may be deducted from payments due to the Contractor. Deductions thus made will not excuse the Contractor from other penalties and conditions contained in the Contract.
- C. Irreparable or Irreversible Breach, Default, or Noncompliance.** The parties agree that there may be certain breaches, defaults, or acts or omissions of noncompliance that are, by their very nature, irreparable or irreversible. In the event there is a breach, default, or noncompliance that is irreparable or irreversible, the City may immediately take any or all actions listed under Section XXIII.B.I-III, upon notice to Contractor of its decision to exercise such right(s). Whether a breach, default, or noncompliance is irreparable or irreversible will be determined in the sole discretion of the City.
- D. Termination for Convenience.** The City, in its sole discretion, may terminate this Contract at any time without cause, by providing at least thirty (30) days' prior written notice to Contractor. Following termination without cause, the Contractor 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.
- E. Conversion of Termination for Cause to Termination for Convenience.** If the City terminates this Contract for cause, and the basis for such termination is later found to be insufficient, then the termination shall automatically convert to a termination for convenience.
- F. Liquidated Damages for Delays.** If material is not provided or work is not completed within the time stipulated in this Contract, including any extensions of time for excusable delays as herein provided, the Contractor shall provide to the City one hundred dollars (\$100.00) as fixed, agreed, and liquidated damages for each calendar day of delay until the work is completed. The parties agree that this amount represents a good faith estimate on the part of the parties as to the actual potential damages that would occur because of late completion. Contractor hereby expressly waives and relinquishes any right which it may have to seek to characterize the above noted liquidated damages as a penalty, which the parties agree represents a fair and reasonable estimate of City's actual damages at the time of contracting. The Contractor and his sureties shall be jointly and severally liable to the City for the total amount thereof. This shall be the City's sole remedy as to these

delays. Any other provision herein that provides for multiple, alternative, discretionary, or cumulative relief, shall not apply to this paragraph.

- G. Consequential Damages under Section 252.505, Florida Statutes.** Pursuant to section 252.505, Florida Statutes, if Contractor breaches this Contract during an emergency recovery period, it must pay a \$5,000 penalty and damages as consequential damages. The term “emergency recovery period” mean a one-year period that begins on the date the Governor initially declared a state of emergency for a natural emergency.

SECTION XXI

LAW, VENUE, AND WAIVER OF JURY TRIAL

This Contract 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 Contract, arising from this Contract, or related to this Contract, shall be in St. Lucie County, Florida.

The parties to this Contract 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.

SECTION XXII

CONFLICT OF INTEREST

The City hereby acknowledges that the Contractor may be performing professional services for private developers within the Treasure Coast area. Should a conflict of interest arise between providing services to the City and/or other clients, the Contractor shall terminate its relationship with the other client to resolve the conflict of interest. The City Manager shall determine whether a conflict of interest exists. At the time of each Project Proposal the Contractor shall disclose all its Treasure Coast clients and related Scope of Work.

SECTION XXIII

PROHIBITION AGAINST CONTINGENT FEES

The Contractor warrants that he 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 he or she has not paid or agreed to pay any person, company, corporation, individual, or firm, other than a bona fide employee working solely for the Contractor, any fee, commission, percentage, gift, or other consideration contingent upon or resulting from the award or making of this Contract.

SECTION XXIV **ATTORNEY'S FEES**

Each party is responsible for its own attorney's fees for any event arising from or related to this Contract. Each party expressly waives its right to seek attorney's fees from the other party, regardless of the source of such right.

SECTION XXV **CODE OF ETHICS**

Contractor 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](#).

SECTION XXVI **POLICY OF NON-DISCRIMINATION**

Contractor shall not discriminate against any person in its operations, activities, or delivery of services under this Contract. Contractor 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.

SECTION XXVII **SEVERABILITY**

The provisions of this Contract shall be deemed severable and if any portion of the Contract is found invalid or unenforceable, it shall not affect the validity or enforceability of the other provisions herein.

SECTION XXVIII **AUDITS**

The Contractor shall establish and maintain a reasonable accounting system that enables the City to readily identify the Contractor's assets, expenses, costs of goods, and use of funds throughout the term of the Contract for a period of at least seven (7) years following the date of final payment or completion of any required audit, whichever is later. Records shall include, but are not limited to, accounting records, written policies and procedures; subcontract files (including proposals of successful and unsuccessful bidders, bid recaps, etc.); all paid vouchers including those for out-of-pocket expenses; other reimbursement supported by invoices; ledgers; cancelled checks; deposit slips; bank statements; journals; original estimates; estimating work sheets; contract amendments and change order files; back charge logs and supporting documentation; insurance documents; payroll documents; timesheets; memoranda; and correspondence. The Contractor shall permit the City's authorized auditor or any authorized representative of the State, and where federal funds are involved, the Comptroller General of the United States, or any other authorized representative of the United States government, to access and examine, audit, excerpt and to make copies of all books, documents, papers, electronic or optically stored and created records or other records relating

or pertaining to this Contract kept by or under the control of the Contractor, including, but not limited to, those kept by the Contractor, its employees, agents, assigns, successors, and subcontractors. Such records shall be made available to the City during normal business hours at the Contractor's office or place of business. The Contractor shall not impose a charge for audit or examination of the Contractor's books and records. If an audit discloses incorrect billings or improprieties, the City reserves the right to charge the Contractor for the cost of the audit and appropriate reimbursement. Any adjustments and/or payments that must be made as a result of any such audit or inspection of the Contractor's invoices and/or records shall be made within a reasonable amount of time (not to exceed ninety (90) days) from presentation of the City's findings to the Contractor. Evidence of criminal conduct will be turned over to the proper authorities.

The Contractor shall ensure the City has these rights with Contractor's employees, agents, assigns, successors, and subcontractors, and the obligations of these rights shall be explicitly included in any subcontracts or agreements formed between the Contractor and any subcontractors to the extent that those subcontracts or agreements relate to fulfillment of the Contractor's obligations to the City.

SECTION XXIX **ORDER OF PREFERENCE**

In the case of any inconsistency or conflict among the specific provisions of this Contract (including any amendments accepted by both the City and the Contractor attached hereto), the E-Bid (including any subsequent addenda and written responses to Bidders' questions), and the Contractor's Response, any inconsistency or conflict shall be resolved as follows:

- (i) First, by giving preference to the specific provisions of this Contract.
- (ii) Second, by giving preference to the specific provisions of the E-Bid.
- (iii) Third, by giving preference to the specific provisions of the Contractor's Response, except that objections or amendments by a contractor that have not been explicitly accepted by the City in writing shall not be included in this Contract and shall be given no weight or consideration.

If there is a conflict or inconsistency between Section III - DESCRIPTION OF SERVICES TO BE PROVIDED, and any other provision in this Contract, Section III shall control, but only to the extent to resolve any inconsistency or conflict.

SECTION XXX **CONSTRUCTION**

The title of the section and paragraph headings in this Contract are for reference only and shall not govern, suggest, or affect the interpretation of any of the terms or provisions within each section or this Contract as a whole. The use of the term "including" in this Contract shall be construed as "including, without limitation." Where specific examples are given to clarify a general statement, the specific language shall not be construed as limiting, modifying, restricting, or otherwise affecting the general statement. All singular words and terms shall also include the plural, and vice versa. Any gendered words or terms used shall include all genders. Where a rule, law, statute, or ordinance is referenced, it shall mean the rule, law, statute, or ordinance in place at the time the Contract is executed, as well as may be amended from time to time, where application of the amended version is permitted by law.

The parties have participated jointly in the negotiation and drafting of this Contract, and agree that both have been represented by counsel and/or had sufficient time to consult counsel, before entering into this Contract. In the event an ambiguity, conflict, omission, or question of intent or interpretation arises, this Contract shall be construed as if drafted jointly by the parties, and there shall be no presumption or burden of proof or persuasion based on which party drafted a provision of the Contract.

SECTION XXXI **FORCE MAJEURE**

Any deadline provided for in this Contract may be extended, as provided in this paragraph, if the deadline is not met because of one of the following conditions occurring with respect to that particular project or parcel: fire, strike, explosion, power blackout, earthquake, volcanic action, flood, war, civil disturbances, terrorist acts, hurricanes and Acts of God. When one of the foregoing conditions interferes with Contract performance, then the party affected may be excused from performance on a day-for-day basis to the extent such party's obligations relate to the performance so interfered with; provided, the party so affected shall use reasonable efforts to remedy or remove such causes of non-performance. The party so affected shall not be entitled to any additional compensation by reason of any day-for-day extension hereunder.

SECTION XXXII **E-VERIFY**

In accordance with section 448.095, Florida Statutes, the Contractor agrees to comply with the following:

1. Contractor must register with and use the E-Verify system to verify the work authorization status of all new employees of the Contractor. Contractor must provide City with sufficient proof of compliance with this provision before beginning work under this Contract.
2. If Contractor enters into a contract with a subcontractor, Contractor must require each and every subcontractor to provide the Contractor with an affidavit stating that the subcontractor does not employ, contract with, or subcontract with an unauthorized alien. The Contractor shall maintain a copy of each and every such affidavit(s) for the duration of the Contract and any renewals thereafter.
3. The City shall terminate this Contract if it has a good faith belief that a person or an entity with which it is contracting has knowingly violated section 448.09(1), Florida Statutes.
4. Contractor shall immediately terminate any contract with any subcontractor if Contractor has, or develops, a good faith belief that the subcontractor has violated section 448.09(1), Florida Statutes. If City has or develops a good faith belief that any subcontractor of Contractor knowingly violated section 448.09(1), Florida Statutes, or any provision of section 448.095, Florida Statutes, the City shall promptly notify the Contractor and order the Contractor to immediately terminate the contract with the subcontractor.
5. The City shall terminate this Contract for violation of any provision in this section. If the Contract is terminated under this section, it is not a breach of contract and may not be considered as such. If the City terminates this Contract under this section, the Contractor may not be awarded a public contract for at least one (1) year after the date on which the Contract was terminated. A contractor is liable for any additional costs incurred by the City as a result of the termination of a contract.

6. The City, Contractor, or any subcontractor may file a cause of action with a circuit or county court to challenge a termination under section 448.095(5)(c), Florida Statutes, no later than twenty (20) calendar days after the date on which the Contract was terminated. The parties agree that any such cause of action must be filed in accordance with the Venue provision in Section XXI herein.

SECTION XXXIII **NON-EXCLUSIVITY**

Contractor acknowledges and agrees that this Contract is non-exclusive.

SECTION XXXIV **DISCRIMINATORY, CONVICTED, AND ANTITRUST VIOLATOR VENDOR LISTS**

Contractor certifies that neither it nor any of its affiliates, as defined in the statutes below, have been placed on the discriminatory vendor list under section 287.134, Florida Statutes; the convicted vendor list under section 287.133, Florida Statutes; or the antitrust violator vendor list under section 287.137, Florida Statutes. Absent certain conditions under these statutes, neither contractors nor their affiliates, as defined in the statutes, who have been placed on such lists may 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.

SECTION XXXV **COOPERATION WITH INSPECTOR GENERAL**

Pursuant to section 20.055, Florida Statutes, it is the duty of every state officer, employee, agency, special district, board, commission, contractor, and subcontractor to cooperate with the inspector general in any investigation, audit, inspection, review, or hearing pursuant to this section. Contractor understands and will comply with this statute.

SECTION XXXVI **FEDERAL TERMS AND CONDITIONS**

The City reasonably anticipates that there may be federal or state funding that contributes to the services under this Contract. For projects where federal and/or state funding may be used to fund the project in full or in part, there may be additional terms required. Therefore, Contractor additionally agrees to comply with the requirements below, as well as any additional requirements in any grants or other funding documents received by the City in relation to the work performed under the Contract.

CONTRACT PROVISIONS FOR NON-FEDERAL ENTITY CONTRACTS UNDER FEDERAL AWARDS

Pursuant to 2 CFR 200.327 and Appendix II of 2 CFR 200, the following federal requirements and contract provisions are incorporated herein, where applicable.

Contracts for more than the simplified acquisition threshold currently set at \$250,000, 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.

All contracts in excess of \$10,000 must address termination for cause and for convenience by the City of Port St. Lucie including the manner by which it will be affected and the basis for settlement. Termination for cause and for convenience by the City, including the manner by which it will be affected and the basis for settlement, is addressed elsewhere in this Contract.

The following Items (1) through (23) are "MANDATED CONDITIONS" that will be incorporated into this Contract, where applicable.

(1) EQUAL OPPORTUNITY EMPLOYMENT

In accordance with 41 C.F.R. §60-1.4(b), the sub-recipient/contractor hereby agrees that it will incorporate or cause to be incorporated into any contract for construction work, or modification thereof, as defined in the regulations of the Secretary of Labor at 41 CFR Chapter 60, which is paid for in whole or in part with funds obtained from the Federal Government or borrowed on the credit of the Federal Government pursuant to a grant, contract, loan insurance, or guarantee, or undertaken pursuant to any Federal program involving such grant, contract, loan, insurance, or guarantee, the following equal opportunity clause:

During the performance of this Contract, the contractor agrees as follows:

(1) The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following:

Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

(2) The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.

(3) The contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This

provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the contractor's legal duty to furnish information.

(4) The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

(5) In the event of the contractor's noncompliance with the nondiscrimination clauses of this Contract or with any of the said rules, regulations, or orders, this Contract may be canceled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts or federally assisted construction contracts, and such other sanctions may be imposed and remedies invoked as provided by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

(6) The contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (5) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance.

Provided, however, that in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

The contractor further agrees that it will be bound by the above equal opportunity clause with respect to its own employment practices when it participates in federally assisted construction work: *Provided*, That if the contractor so participating is a State or local government, the above equal opportunity clause is not applicable to any agency, instrumentality or subdivision of such government which does not participate in work on or under the contract.

The contractor agrees that it will assist and cooperate actively with the administering agency and the Secretary of Labor in obtaining the compliance of contractors and subcontractors with the equal opportunity clause and the rules, regulations, and relevant orders of the Secretary of Labor, that it will furnish the administering agency and the Secretary of Labor such information as they may require for the supervision of such compliance, and that it will otherwise assist the administering agency in the discharge of the agency's primary responsibility for securing compliance.

The contractor further agrees that it will refrain from entering into any contract or contract modification, with a contractor debarred from, or who has not demonstrated eligibility for, Government contracts and federally assisted construction contracts and will carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed upon

contractors and subcontractors by the administering agency or the Secretary of Labor. In addition, the contractor agrees that if it fails or refuses to comply with these undertakings, the administering agency may take any or all of the following actions: Cancel, terminate, or suspend in whole or in part this grant (contract, loan, insurance, guarantee); refrain from extending any further assistance to the contractor under the program with respect to which the failure or refund occurred until satisfactory assurance of future compliance has been received from such contractor; and refer the case to the Department of Justice for appropriate legal proceedings.

(2) COPELAND ANTI-KICKBACK ACT

The Sub-Recipient/contractor hereby agrees that, unless exempt under Federal law, it will incorporate or cause to be incorporated into any contract for construction work, or modification thereof, the following clause:

Contractor. The contractor shall comply with 18 U.S.C. § 874, 40 U.S.C. § 3145, and the requirements of 29 C.F.R. pt. 3 as may be applicable, which are incorporated by reference into this Contract.

Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clause above and such other clauses as the U.S. Department of the Treasury 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 all of these contract clauses.

Breach. A breach of the contract clauses above may be grounds for termination of the Contract, and for debarment as a contractor and subcontractor as provided in 29 C.F.R. § 5.12.

(3) CONTRACT WORK HOURS AND SAFETY STANDARDS

If the Sub-Recipient/contractor, with the funds authorized by this Agreement, enters into a contract that exceeds \$100,000 and involves the employment of mechanics or laborers, then any such contract 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.

For contracts to be in compliance with the Contract Work Hours and Safety Standards Act the following are required:

(1) *Overtime requirements.* No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

(2) *Violation; liability for unpaid wages; liquidated damages.* In the event of any violation of the clause set forth in paragraph (b)(1) of this section the contractor and any subcontractor responsible therefor 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 paragraph (b)(1) of this section, in the sum of \$29 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (b)(1) of this section.

(3) *Withholding for unpaid wages and liquidated damages.* The U.S. Department of Treasury 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 contractor, 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 paragraph (b)(2) of this section.

(4) *Subcontracts.* The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (b)(1) through (4) of this section 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 paragraphs (b)(1) through (4) of this section.

(4) CLEAN AIR ACT AND THE FEDERAL WATER POLLUTION CONTROL ACT

If the Sub-Recipient/contractor, with the funds authorized by this Agreement, enters into a contract that exceeds \$150,000, then any such contract must include the following provision:

Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q).

The contractor agrees to report each violation to the City of Port St. Lucie and understands and agrees that the City of Port St. Lucie will, in turn, report each violation as required to assure notification to the U.S. Department of the Treasury, and the appropriate Environmental Protection Agency Regional Office. The contractor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with federal assistance provided by U.S. Department of the Treasury.

The contractor agrees to comply with all applicable standards, orders, or regulations issued pursuant the Federal Water Pollution Control Act as amended (33 U.S.C.1251-1387).

The contractor agrees to report each violation to the City of Port St. Lucie and understands and agrees that the City of Port St. Lucie will, in turn, report each violation as required to assure notification to the U.S. Department of the Treasury, and the appropriate Environmental Protection Agency Regional Office. The contractor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with federal assistance provided by U.S. Department of the Treasury.

The contractor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by U.S. Department of Treasury.

(5) SUSPENSION AND DEBARMENT

If the Sub-Recipient/contractor, with the funds authorized by this Agreement, enters into a contract, then any such contract must include the following provisions:

This Contract is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such the contractor is required to verify that none of the contractor, its principals (defined at 2 C.F.R. § 180.995), or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).

The Contractor must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.

This certification is a material representation of fact relied upon by the City of Port St. Lucie. If it is later determined that the contractor did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to the City of Port St. Lucie, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.

The bidder or proposer agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

(6) BYRD ANTI-LOBBYING AMENDMENT

If the Sub-Recipient/contractor, with the funds authorized by this Agreement, enters into a contract, then any such contract must include the following clause:

Byrd Anti-Lobbying Amendment, 31 U.S.C. § 1352 (as amended). Contractors who apply or bid for an award of \$100,000 or more shall 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 shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the recipient who in turn will forward the certification(s) to the awarding agency.

(7) CONTRACTING WITH SMALL AND MINORITY BUSINESSES, WOMEN'S BUSINESS ENTERPRISES, AND LABOR SURPLUS AREA FIRMS

- a. If the Sub-Recipient/contractor, with the funds authorized by this Agreement, seeks to procure goods or services, then, in accordance with 2 C.F.R. §200.321, the Sub-Recipient/contractor shall take the following affirmative steps to assure that minority businesses, women's business enterprises, and labor surplus area firms are used whenever possible:
 - 1) Placing qualified small and minority businesses and women's business enterprises on solicitation lists;
 - 2) Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources;
 - 3) Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises;
 - 4) Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises;
 - 5) Using the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce; and
 - 6) Requiring the prime contractor, if subcontracts are to be let, to take the affirmative steps listed in paragraphs 1 through 5 of this subparagraph.
- b. The requirement outlined in subparagraph a. above, sometimes referred to as "socioeconomic contracting," does not impose an obligation to set aside either the solicitation or award of a contract to these types of firms. Rather, the requirement only imposes an obligation to carry out and document the six affirmative steps identified above.
- c. The "socioeconomic contracting" requirement outlines the affirmative steps that the Sub-Recipient must take; the requirements do not preclude the Sub-Recipient from undertaking additional steps to involve small and minority businesses and women's business enterprises.
- d. The requirement to divide total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses

and women's business enterprises, does not authorize the Sub-Recipient to break a single project down into smaller components in order to circumvent the micro-purchase or small purchase thresholds so as to utilize streamlined acquisition procedures (e.g. "project splitting").

(8) DAVIS-BACON ACT, AS AMENDED (40 U.S.C. 3141–3148)

As 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 Wage Decision *is not* applicable to this contract.

(9) PROCUREMENT OF RECOVERED MATERIALS

Contractor agrees to comply with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act where applicable and provide such information and certification to City of Port St. Lucie. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR Part 247 that contain the highest percentage for recovered material practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds ten thousand (\$10,000) dollars or the value of the quantity acquired during the preceding fiscal year exceeds ten thousand (\$10,000) dollars; procuring solid waste management services in a manner that maximizes energy and resource recovery, and establishing an affirmative procurement program for the procurement of recovered materials identified in the EPA guidelines.

In the performance of this Contract, the contractor shall make maximum use of products containing recovered materials that are EPA-designated items unless the product cannot be acquired competitively within a timeframe providing for compliance with the Contract performance schedule; meeting Contract performance requirements; or at a reasonable price.

Information about this requirement, along with the list of EPA-designated items, is available at EPA's Comprehensive Procurement Guidelines webpage: <https://www.epa.gov/smm/comprehensive-procurement-guideline-cpg-program>

The contractor also agrees to comply with all other applicable requirements of Section 6002 of

the Solid Waste Disposal Act.

(10) PROHIBITION ON CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT

(a) *Definitions.* As used in this clause, the terms backhaul; covered foreign country; covered telecommunications equipment or services; interconnection arrangements; roaming; substantial or essential component; and telecommunications equipment or services have the meaning as defined in Title 2 CFR §200.216 of the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards and as adopted by the U.S. Department of Treasury, as used in this clause—

(b) *Prohibitions.*

(1) Section 889(F)(1) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019, Pub. L. No. 115-232, and 2 C.F.R. § 200.216 prohibit the head of an executive agency on or after Aug.13, 2020, from obligating or expending grant, cooperative agreement, loan, or loan guarantee funds on certain telecommunications products or from certain entities for national security reasons.

(2) Unless an exception in paragraph (c) of this clause applies, the contractor and its subcontractors may not use grant, cooperative agreement, loan, or loan guarantee funds from the ARPA to:

- (i) Procure or obtain any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology of any system;
- (ii) Enter into, extend, or renew a contract to procure or obtain any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology of any system;

- (1) For the purpose of public safety, security of government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities).
- (2) Telecommunications or video surveillance services provided by such entities or using such equipment.
- (3) Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of the National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country.

- (iii) Enter into, extend, or renew contracts with entities that use covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system; or
- (iv) Provide, as part of its performance of this contract, subcontract, or other contractual instrument, any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system.

(c) *Exceptions.*

- (1) This clause does not prohibit contractors from providing—
 - (i) A service that connects to the facilities of a third-party, such as backhaul, roaming, or interconnection arrangements; or
 - (ii) Telecommunications equipment that cannot route or redirect user data traffic or permit visibility into any user data or packets that such equipment transmits or otherwise handles.
- (2) By necessary implication and regulation, the prohibitions also do not apply to:
 - (i) Covered telecommunications equipment or services that: i. Are not used as a substantial or essential component of any system; and ii. Are not used as critical technology of any system.
 - (ii) Other telecommunications equipment or services that are not considered covered telecommunications equipment or services.

(d) *Reporting requirement.*

- (1) In the event the contractor identifies covered telecommunications equipment or services used as a substantial or essential component of any system, or as critical technology as part of any system, during Contract performance, or the contractor is notified of such by a subcontractor at any tier or by any other source, the contractor shall report the information in paragraph (d)(2) of this clause to the recipient or subrecipient, unless elsewhere in this Contract are established procedures for reporting the information.
- (2) The Contractor shall report the following information pursuant to paragraph (d)(1) of this clause:
 - (i) Within one business day from the date of such identification or notification: The Contract number; the order number(s), if applicable; supplier name; supplier unique entity identifier (if known); supplier Commercial and Government Entity (CAGE) code (if known); brand; model number (original equipment manufacturer number, manufacturer part number, or wholesaler number); item description; and any readily available information about mitigation actions undertaken or recommended.
 - (ii) Within 10 business days of submitting the information in paragraph (d)(2)(i) of this clause: Any further available information about mitigation actions undertaken or recommended. In addition, the contractor shall describe the efforts it undertook to prevent use or submission of covered telecommunications equipment or services, and any additional efforts that will be incorporated to prevent future use or submission of covered telecommunications equipment or services.

- (e) *Subcontracts*. The Contractor shall insert the substance of this clause, including this paragraph (e), in all subcontracts and other contractual instruments.

(11) RIGHT 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 or 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. Contractor agrees to comply with the above requirements when applicable.

(12) DOMESTIC PREFERENCE FOR PROCUREMENTS

As appropriate, and to the extent consistent with law, the contractor should, to the greatest extent practicable, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States. This includes, but is not limited to iron, aluminum, steel, cement, and other manufactured products.

For purposes of this clause:

Produced in the United States means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States.

Manufactured products mean items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.

(13) BUILD AMERICA, BUY AMERICA (BABA):

Build America Buy America Act (“BABA”), as amended from time to time, applies a domestic content procurement preference requirement to Federally funded public “infrastructure” projects. It is the responsibility of the Contractor to review the most up to date and current language, terms, and conditions of BABA and to ensure that, if the project triggers BABA requirements, the Contractor is abiding by the domestic content procurement requirements and/or obtaining any applicable waiver. Contractor agrees to indemnify and hold the City harmless in regard to the fulfillment any BABA requirements.

This agreement is for services related to a project that is subject to the Build America, Buy America Act requirements under Title IX of the Infrastructure Investment and Jobs Act (“IIJA”), Pub. L. 117-58. Absent an approved waiver, all iron, steel, manufactured products, and construction materials used in this project must be produced in the United States, as further outlined by the Office of Management and Budget’s Memorandum M-22-11, Initial Implementation Guidance on Application of Buy America Preference in Federal Financial

Assistance Programs for Infrastructure, April 18, 2022, and Additional Guidance for Implementing the Build American, Buy American Act, August 23, 2023.

Contractors and their subcontractors who apply or bid for an award for an infrastructure project subject to the domestic preference requirement in the Build America, Buy America Act shall file the required certification to the nonfederal entity with each bid or offer for an infrastructure project, unless the federal awarding agency waives a domestic preference requirement. Contractors and subcontractors certify that no federal financial assistance funding or nonfederal matching funds (if required) for infrastructure projects will be provided unless all the iron, steel, manufactured projects, and construction materials used in the project were produced in the United States (BABA, Pub. L. No. 117-58, §§ 70901-52). Contractors and subcontractors shall also disclose any use of federal financial assistance for infrastructure projects that do not ensure compliance with the BABA domestic preference requirement. Such disclosures shall be forwarded to the recipient who, in turn, will forward the disclosures to the federal awarding agency; subrecipients will forward disclosures to the recipient, who will, in turn, forward the disclosures to the federal awarding agency.

For federal financial assistance programs subject to BABA, contractors and subcontractors must sign and submit the attached certification to the next tier (e.g., subcontractors submit to the contractor; contractors submit to the subrecipient or recipient, as applicable) for each bid or offer for an infrastructure project that does not have an applicable BABA waiver. Contractor shall complete and return a fully executed certification to the City before beginning work on the project.

(14) ACCESS TO RECORDS

The contractor agrees to provide the City of Port St. Lucie, the U.S. Department of the Treasury, the Comptroller General of the United States, or any of their authorized representatives access to any books, documents, papers and records of the contractor which are directly pertinent to the Contract for the purposes of making audits, examinations, excerpts and transcriptions. Contractor shall maintain records for a period of five (5) years after all funds have been expended or returned to the City of Port St. Lucie, whichever is later.

The contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.

The contractor agrees to permit the U.S. Department of the Treasury or his authorized representatives' access to construction or other work sites pertaining to the work being completed under the Contract.

In compliance with the Disaster Recovery Act of 2018, the City of Port St. Lucie and the contractor acknowledge and agree that no language in this Contract is intended to prohibit audits or internal reviews by the U.S. Department of the Treasury or the Comptroller General of the United States.

(15) CHANGES

To be allowable under the ARPA grant or cooperative agreement award, the cost of any contract change, modification, amendment, addendum, change order, or constructive change must be necessary, allocable, within the scope of the grant or cooperative agreement, reasonable for the scope of work, and otherwise allowable.

(16) DHS SEAL, LOGO, AND FLAGS

The Contractor must obtain permission before using the DHS seal(s), logos, crests, reproductions of flags, or likenesses of DHS agency officials.

(17) COMPLIANCE WITH FEDERAL LAW, REGULATIONS AND EXECUTIVE ORDERS

This is an acknowledgement that ARPA financial assistance will be used to fund all or a portion of the contract. The Contractor will comply with all applicable Federal law, regulations, executive orders and FEMA policies, procedures and directives.

(18) NO OBLIGATION BY FEDERAL GOVERNMENT

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

(19) PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENT OR RELATED ACTS

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

Any procurement involving funds authorized by Hazard Mitigation Grant Program (HMGP) must comply with all applicable federal and state laws and regulations, to include [2 C.F.R. 200.318 through 200.326 as well as Appendix II to C.F.R. Part 200](#).

(20) INCREASING SEAT BELT USE IN THE UNITED STATES

Pursuant to Executive Order 13043, 62 FR 19217 (Apr. 18, 1997), contractor should adopt and enforce on-the-job seat belt policies and programs for their employees when operating company-owned, rented or personally owned vehicles.

(21) REDUCING TEXT MESSAGING WHILE DRIVING

Pursuant to Executive Order 13513, 74 FR 51225 (Oct. 6, 2009), Contractor should adopt and enforce policies that ban text messaging while driving and should establish workplace safety policies to decrease accidents caused by distracted drivers.

(22) PUBLICATIONS

Any publications produced with funds from this award must display the following language: “This project [is being] [was] supported, in whole or in part, by federal award number [enter project FAIN] awarded to [name of Recipient/Contractor] by the U.S. Department of the Treasury.”

(23) COPYRIGHT AND DATA RIGHTS (If applicable)

License and Delivery of Works Subject to Copyright and Data Rights

The contractor grants to the City of Port St. Lucie, FL, a paid-up, royalty-free, nonexclusive, irrevocable, worldwide license in data first produced in the performance of this Contract to reproduce, publish, or otherwise use, including prepare derivative works, distribute copies to the public, and perform publicly and display publicly such data. For data required by the Contract but not first produced in the performance of this Contract, the Contractor will identify such data and grant to the City of Port St. Lucie, FL or acquires on its behalf a license of the same scope as for data first produced in the performance of this Contract. Data, as used herein, shall include any work subject to copyright under 17 U.S.C. § 102, for example, any written reports or literary works, software and/or source code, music, choreography, pictures or images, graphics, sculptures, videos, motion pictures or other audiovisual works, sound and/or video recordings, and architectural works. Upon or before the completion of this Contract, the contractor will deliver to the City of Port St. Lucie, FL data first produced in the performance of this Contract and data required by the Contract but not first produced in the performance of this Contract in formats acceptable by the City of Port St. Lucie, FL.

PART 75—ECONOMIC OPPORTUNITIES FOR LOW- AND VERY LOW-INCOME PERSONS

Authority: [12 U.S.C. 1701u](#); [42 U.S.C. 3535\(d\)](#).

Source: [85 FR 61562](#), Sept. 29, 2020, unless otherwise noted.

Subpart A—General Provisions

§ 75.1 Purpose.

This part establishes the requirements to be followed to ensure the objectives of Section 3 of the Housing and Urban Development Act of 1968 ([12 U.S.C. 1701u](#)) (Section 3) are met. The purpose of Section 3 is to ensure that economic opportunities, most importantly employment, generated by certain HUD financial assistance shall be directed to low- and very low-income persons, particularly those who are recipients of government assistance for housing or residents of the community in which the Federal assistance is spent.

§ 75.3 Applicability.

(a) **General applicability.** Section 3 applies to public housing financial assistance and Section 3 projects, as follows:

(1) **Public housing financial assistance.** Public housing financial assistance means:

(i) Development assistance provided pursuant to section 5 of the United States Housing Act of 1937 (the 1937 Act);

- (ii) Operations and management assistance provided pursuant to section 9(e) of the 1937 Act;
- (iii) Development, modernization, and management assistance provided pursuant to section 9(d) of the 1937 Act; and
- (iv) The entirety of a mixed-finance development project as described in [24 CFR 905.604](#), regardless of whether the project is fully or partially assisted with public housing financial assistance as defined in [paragraphs \(a\)\(1\)\(i\) through \(iii\)](#) of this section.

(2) Section 3 projects.

- (i) Section 3 projects means housing rehabilitation, housing construction, and other public construction projects assisted under HUD programs that provide housing and community development financial assistance when the total amount of assistance to the project exceeds a threshold of \$200,000. The threshold is \$100,000 where the assistance is from the Lead Hazard Control and Healthy Homes programs, as authorized by Sections 501 or 502 of the Housing and Urban Development Act of 1970 ([12 U.S.C. 1701z-1](#) or [1701z-2](#)), the Lead-Based Paint Poisoning Prevention Act ([42 U.S.C. 4801 et seq.](#)); and the Residential Lead-Based Paint Hazard Reduction Act of 1992 ([42 U.S.C. 4851 et seq.](#)). The project is the site or sites together with any building(s) and improvements located on the site(s) that are under common ownership, management, and financing.
- (ii) The Secretary must update the thresholds provided in [paragraph \(a\)\(2\)\(i\)](#) of this section not less than once every 5 years based on a national construction cost inflation factor through Federal Register notice not subject to public comment. When the Secretary finds it is warranted to ensure compliance with Section 3, the Secretary may adjust, regardless of the national construction cost factor, such thresholds through Federal Register notice, subject to public comment.
- (iii) The requirements in this part apply to an entire Section 3 project, regardless of whether the project is fully or partially assisted under HUD programs that provide housing and community development financial assistance.

(b) **Contracts for materials.** Section 3 requirements do not apply to material supply contracts.

(c) **Indian and Tribal preferences.** Contracts, subcontracts, grants, or subgrants subject to Section 7(b) of the Indian Self-Determination and Education Assistance Act ([25 U.S.C. 5307\(b\)](#)) or subject to tribal preference requirements as authorized under 101(k) of the Native American Housing Assistance and Self-Determination Act ([25 U.S.C. 4111\(k\)](#)) must provide preferences in employment, training, and business opportunities to Indians and Indian organizations, and are therefore not subject to the requirements of this part.

(d) **Other HUD assistance and other Federal assistance.** Recipients that are not subject to Section 3 are encouraged to consider ways to support the purpose of Section 3.

§ 75.5 Definitions.

The terms *HUD*, *Public housing*, and *Public Housing Agency (PHA)* are defined in [24 CFR part 5](#). The following definitions also apply to this part:

1937 Act means the United States Housing Act of 1937, [42 U.S.C. 1437](#) *et seq.*

Contractor means any entity entering into a contract with:

- (1) A recipient to perform work in connection with the expenditure of public housing financial assistance or for work in connection with a Section 3 project; or
- (2) A subrecipient for work in connection with a Section 3 project.

Labor hours means the number of paid hours worked by persons on a Section 3 project or by persons employed with funds that include public housing financial assistance.

Low-income person means a person as defined in Section 3(b)(2) of the 1937 Act.

Material supply contracts means contracts for the purchase of products and materials, including, but not limited to, lumber, drywall, wiring, concrete, pipes, toilets, sinks, carpets, and office supplies.

Professional services means non-construction services that require an advanced degree or professional licensing, including, but not limited to, contracts for legal services, financial consulting, accounting services, environmental assessment, architectural services, and civil engineering services.

Public housing financial assistance means assistance as defined in [§ 75.3\(a\)\(1\)](#).

Public housing project is defined in [24 CFR 905.108](#).

Recipient means any entity that receives directly from HUD public housing financial assistance or housing and community development assistance that funds Section 3 projects, including, but not limited to, any State, local government, instrumentality, PHA, or other public agency, public or private nonprofit organization.

Section 3 means Section 3 of the Housing and Urban Development Act of 1968, as amended ([12 U.S.C. 1701u](#)).

Section 3 business concern means:

- (1) A business concern meeting at least one of the following criteria, documented within the last six-month period:
 - (i) It is at least 51 percent owned and controlled by low- or very low-income persons;
 - (ii) Over 75 percent of the labor hours performed for the business over the prior three-month period are performed by Section 3 workers; or
 - (iii) It is a business at least 51 percent owned and controlled by current public housing residents or residents who currently live in Section 8-assisted housing.

(2) The status of a Section 3 business concern shall not be negatively affected by a prior arrest or conviction of its owner(s) or employees.

(3) Nothing in this part shall be construed to require the contracting or subcontracting of a Section 3 business concern. Section 3 business concerns are not exempt from meeting the specifications of the contract.

Section 3 project means a project defined in [§ 75.3\(a\)\(2\)](#).

Section 3 worker means:

(1) Any worker who currently fits or when hired within the past five years fit at least one of the following categories, as documented:

(i) The worker's income for the previous or annualized calendar year is below the income limit established by HUD.

(ii) The worker is employed by a Section 3 business concern.

(iii) The worker is a YouthBuild participant.

(2) The status of a Section 3 worker shall not be negatively affected by a prior arrest or conviction.

(3) Nothing in this part shall be construed to require the employment of someone who meets this definition of a Section 3 worker. Section 3 workers are not exempt from meeting the qualifications of the position to be filled.

Section 8-assisted housing refers to housing receiving project-based rental assistance or tenant-based assistance under Section 8 of the 1937 Act.

Service area or the neighborhood of the project means an area within one mile of the Section 3 project or, if fewer than 5,000 people live within one mile of a Section 3 project, within a circle centered on the Section 3 project that is sufficient to encompass a population of 5,000 people according to the most recent U.S. Census.

Small PHA means a public housing authority that manages or operates fewer than 250 public housing units.

Subcontractor means any entity that has a contract with a contractor to undertake a portion of the contractor's obligation to perform work in connection with the expenditure of public housing financial assistance or for a Section 3 project.

Subrecipient has the meaning provided in the applicable program regulations or in [2 CFR 200.93](#).

Targeted Section 3 worker has the meanings provided in [§§ 75.11](#), [75.21](#), or [75.29](#), and does not exclude an individual that has a prior arrest or conviction.

Very low-income person means the definition for this term set forth in section 3(b)(2) of the 1937 Act.

YouthBuild programs refers to YouthBuild programs receiving assistance under the Workforce Innovation and Opportunity Act ([29 U.S.C. 3226](#)).

§ 75.7 Requirements applicable to HUD NOFAs for Section 3 covered programs.

All notices of funding availability (NOFAs) issued by HUD that announce the availability of funding covered by [§ 75.3](#) will include notice that this part is applicable to the funding and may include, as appropriate for the specific NOFA, points or bonus points for the quality of Section 3 plans.

Subpart B—Additional Provisions for Public Housing Financial Assistance

§ 75.9 Requirements.

(a) *Employment and training.*

(1) Consistent with existing Federal, state, and local laws and regulations, PHAs or other recipients receiving public housing financial assistance, and their contractors and subcontractors, must make their best efforts to provide employment and training opportunities generated by the public housing financial assistance to Section 3 workers.

(2) PHAs or other recipients, and their contractors and subcontractors, must make their best efforts described in [paragraph \(a\)\(1\)](#) of this section in the following order of priority:

- (i) To residents of the public housing projects for which the public housing financial assistance is expended;
- (ii) To residents of other public housing projects managed by the PHA that is providing the assistance or for residents of Section 8-assisted housing managed by the PHA;
- (iii) To participants in YouthBuild programs; and
- (iv) To low- and very low-income persons residing within the metropolitan area (or nonmetropolitan county) in which the assistance is expended.

(b) *Contracting.*

(1) Consistent with existing Federal, state, and local laws and regulations, PHAs and other recipients of public housing financial assistance, and their contractors and subcontractors, must make their best efforts to award contracts and subcontracts to business concerns that provide economic opportunities to Section 3 workers.

(2) PHAs and other recipients, and their contractors and subcontractors, must make their best efforts described in [paragraph \(b\)\(1\)](#) of this section in the following order of priority:

- (i) To Section 3 business concerns that provide economic opportunities for residents of the public housing projects for which the assistance is provided;
- (ii) To Section 3 business concerns that provide economic opportunities for residents of other public housing projects or Section-8 assisted housing managed by the PHA that is providing the assistance;
- (iii) To YouthBuild programs; and
- (iv) To Section 3 business concerns that provide economic opportunities to Section 3 workers residing within the metropolitan area (or nonmetropolitan county) in which the assistance is provided.

§ 75.11 Targeted Section 3 worker for public housing financial assistance.

(a) **Targeted Section 3 worker.** A Targeted Section 3 worker for public housing financial assistance means a Section 3 worker who is:

- (1) A worker employed by a Section 3 business concern; or
- (2) A worker who currently fits or when hired fit at least one of the following categories, as documented within the past five years:
 - (i) A resident of public housing or Section 8-assisted housing;
 - (ii) A resident of other public housing projects or Section 8-assisted housing managed by the PHA that is providing the assistance; or
 - (iii) A Youth Build participant.

(b) [Reserved]

§ 75.13 Section 3 safe harbor.

(a) **General.** PHAs and other recipients will be considered to have complied with requirements in this part, in the absence of evidence to the contrary, if they:

- (1) Certify that they have followed the prioritization of effort in [§ 75.9](#); and
- (2) Meet or exceed the applicable Section 3 benchmarks as described in [paragraph \(b\)](#) of this section.

(b) **Establishing benchmarks.**

- (1) HUD will establish Section 3 benchmarks for Section 3 workers or Targeted Section 3 workers or both through a document published in the Federal Register. HUD may establish a single nationwide benchmark for Section 3 workers and a single nationwide benchmark for Targeted Section 3 workers, or may establish multiple benchmarks based on geography, the type of public housing financial assistance, or other variables. HUD will update the benchmarks through a document published in the Federal

Register, subject to public comment, not less frequently than once every 3 years. Such notice shall include aggregate data on labor hours and the proportion of PHAs and other recipients meeting benchmarks, as well as other metrics reported pursuant to [§ 75.15](#) as deemed appropriate by HUD, for the 3 most recent reporting years.

(2) In establishing the Section 3 benchmarks, HUD may consider the industry averages for labor hours worked by specific categories of workers or in different localities or regions; averages for labor hours worked by Section 3 workers and Targeted Section 3 workers as reported by recipients pursuant to this section; and any other factors HUD deems important. In establishing the Section 3 benchmarks, HUD will exclude professional services from the total number of labor hours as such hours are excluded from the total number of labor hours to be reported per [§ 75.15\(a\)\(4\)](#).

(3) Section 3 benchmarks will consist of the following two ratios:

- (i) The number of labor hours worked by Section 3 workers divided by the total number of labor hours worked by all workers funded by public housing financial assistance in the PHA's or other recipient's fiscal year.
- (ii) The number of labor hours worked by Targeted Section 3 workers, as defined in [§ 75.11\(a\)](#), divided by the total number of labor hours worked by all workers funded by public housing financial assistance in the PHA's or other recipient's fiscal year.

§ 75.15 Reporting.

(a) Reporting of labor hours.

(1) For public housing financial assistance, PHAs and other recipients must report in a manner prescribed by HUD:

- (i) The total number of labor hours worked;
- (ii) The total number of labor hours worked by Section 3 workers; and
- (iii) The total number of labor hours worked by Targeted Section 3 workers.

(2) Section 3 workers' and Targeted Section 3 workers' labor hours may be counted for five years from when their status as a Section 3 worker or Targeted Section 3 worker is established pursuant to [§ 75.31](#).

(3) The labor hours reported under [paragraph \(a\)\(1\)](#) of this section must include the total number of labor hours worked with public housing financial assistance in the fiscal year of the PHA or other recipient, including labor hours worked by any contractors and subcontractors that the PHA or other recipient is required, or elects pursuant to [paragraph \(a\)\(4\)](#) of this section, to report.

(4) PHAs and other recipients reporting under this section, as well as contractors and subcontractors who report to PHAs and recipients, may report labor hours by Section 3 workers, under [paragraph \(a\)\(1\)\(ii\)](#) of this section, and labor hours by Targeted Section 3 workers, under [paragraph \(a\)\(1\)\(iii\)](#) of this

section, from professional services without including labor hours from professional services in the total number of labor hours worked under [paragraph \(a\)\(1\)\(i\)](#) of this section. If a contract covers both professional services and other work and the PHA, other recipient, contractor, or subcontractor chooses not to report labor hours from professional services, the labor hours under the contract that are not from professional services must still be reported.

(5) PHAs and other recipients may report on the labor hours of the PHA, the recipient, a contractor, or a subcontractor based on the employer's good faith assessment of the labor hours of a full-time or part-time employee informed by the employer's existing salary or time and attendance based payroll systems, unless the project or activity is otherwise subject to requirements specifying time and attendance reporting.

(b) **Additional reporting if Section 3 benchmarks are not met.** If the PHA's or other recipient's reporting under [paragraph \(a\)](#) of this section indicates that the PHA or other recipient has not met the Section 3 benchmarks described in [§ 75.13](#), the PHA or other recipient must report in a form prescribed by HUD on the qualitative nature of its Section 3 compliance activities and those of its contractors and subcontractors. Such qualitative efforts may, for example, include but are not limited to the following:

- (1) Engaged in outreach efforts to generate job applicants who are Targeted Section 3 workers.
- (2) Provided training or apprenticeship opportunities.
- (3) Provided technical assistance to help Section 3 workers compete for jobs (e.g., resume assistance, coaching).
- (4) Provided or connected Section 3 workers with assistance in seeking employment including: drafting resumes, preparing for interviews, and finding job opportunities connecting residents to job placement services.
- (5) Held one or more job fairs.
- (6) Provided or referred Section 3 workers to services supporting work readiness and retention (e.g., work readiness activities, interview clothing, test fees, transportation, child care).
- (7) Provided assistance to apply for/or attend community college, a four-year educational institution, or vocational/technical training.
- (8) Assisted Section 3 workers to obtain financial literacy training and/or coaching.
- (9) Engaged in outreach efforts to identify and secure bids from Section 3 business concerns.
- (10) Provided technical assistance to help Section 3 business concerns understand and bid on contracts.
- (11) Divided contracts into smaller jobs to facilitate participation by Section 3 business concerns.

(12) Provided bonding assistance, guaranties, or other efforts to support viable bids from Section 3 business concerns.

(13) Promoted use of business registries designed to create opportunities for disadvantaged and small businesses.

(14) Outreach, engagement, or referrals with the state one-stop system as defined in Section 121(e)(2) of the Workforce Innovation and Opportunity Act.

(c) **Reporting frequency.** Unless otherwise provided, PHAs or other recipients must report annually to HUD under [paragraph \(a\)](#) of this section, and, where required, under [paragraph \(b\)](#) of this section, in a manner consistent with reporting requirements for the applicable HUD program.

(d) **Reporting by Small PHAs.** Small PHAs may elect not to report under [paragraph \(a\)](#) of this section. Small PHAs that make such election are required to report on their qualitative efforts, as described in [paragraph \(b\)](#) of this section, in a manner consistent with reporting requirements for the applicable HUD program.

§ 75.17 Contract provisions.

(a) PHAs or other recipients must include language in any agreement or contract to apply Section 3 to contractors.

(b) PHAs or other recipients must require contractors to include language in any contract or agreement to apply Section 3 to subcontractors.

(c) PHAs or other recipients must require all contractors and subcontractors to meet the requirements of [§ 75.9](#), regardless of whether Section 3 language is included in contracts.

Subpart C—Additional Provisions for Housing and Community Development Financial Assistance

§ 75.19 Requirements.

(a) Employment and training.

(1) To the greatest extent feasible, and consistent with existing Federal, state, and local laws and regulations, recipients covered by this subpart shall ensure that employment and training opportunities arising in connection with Section 3 projects are provided to Section 3 workers within the metropolitan area (or nonmetropolitan county) in which the project is located.

(2) Where feasible, priority for opportunities and training described in [paragraph \(a\)\(1\)](#) of this section should be given to:

(i) Section 3 workers residing within the service area or the neighborhood of the project, and

(ii) Participants in YouthBuild programs.

(b) **Contracting.**

(1) To the greatest extent feasible, and consistent with existing Federal, state, and local laws and regulations, recipients covered by this subpart shall ensure contracts for work awarded in connection with Section 3 projects are provided to business concerns that provide economic opportunities to Section 3 workers residing within the metropolitan area (or nonmetropolitan county) in which the project is located.

(2) Where feasible, priority for contracting opportunities described in [paragraph \(b\)\(1\)](#) of this section should be given to:

- (i) Section 3 business concerns that provide economic opportunities to Section 3 workers residing within the service area or the neighborhood of the project, and
- (ii) YouthBuild programs.

§ 75.21 Targeted Section 3 worker for housing and community development financial assistance.

(a) **Targeted Section 3 worker.** A Targeted Section 3 worker for housing and community development financial assistance means a Section 3 worker who is:

- (1) A worker employed by a Section 3 business concern; or
- (2) A worker who currently fits or when hired fit at least one of the following categories, as documented within the past five years:
 - (i) Living within the service area or the neighborhood of the project, as defined in [§ 75.5](#); or
 - (ii) A YouthBuild participant.

(b) [Reserved]

§ 75.23 Section 3 safe harbor.

(a) **General.** Recipients will be considered to have complied with requirements in this part, in the absence of evidence to the contrary if they:

- (1) Certify that they have followed the prioritization of effort in [§ 75.19](#); and
- (2) Meet or exceed the applicable Section 3 benchmark as described in [paragraph \(b\)](#) of this section.

(b) **Establishing benchmarks.**

(1) HUD will establish Section 3 benchmarks for Section 3 workers or Targeted Section 3 workers or both through a document published in the Federal Register. HUD may establish a single nationwide benchmark for Section 3 workers and a single nationwide benchmark for Targeted Section 3 workers, or

may establish multiple benchmarks based on geography, the nature of the Section 3 project, or other variables. HUD will update the benchmarks through a document published in the Federal Register, subject to public comment, not less frequently than once every 3 years. Such notice shall include aggregate data on labor hours and the proportion of recipients meeting benchmarks, as well as other metrics reported pursuant to [§ 75.25](#) as deemed appropriate by HUD, for the 3 most recent reporting years.

(2) In establishing the Section 3 benchmarks, HUD may consider the industry averages for labor hours worked by specific categories of workers or in different localities or regions; averages for labor hours worked by Section 3 workers and Targeted Section 3 workers as reported by recipients pursuant to this section; and any other factors HUD deems important. In establishing the Section 3 benchmarks, HUD will exclude professional services from the total number of labor hours as such hours are excluded from the total number of labor hours to be reported per [§ 75.25\(a\)\(4\)](#).

(3) Section 3 benchmarks will consist of the following two ratios:

(i) The number of labor hours worked by Section 3 workers divided by the total number of labor hours worked by all workers on a Section 3 project in the recipient's program year.

(ii) The number of labor hours worked by Targeted Section 3 workers as defined in [§ 75.21\(a\)](#), divided by the total number of labor hours worked by all workers on a Section 3 project in the recipient's program year.

§ 75.25 Reporting.

(a) Reporting of labor hours.

(1) For Section 3 projects, recipients must report in a manner prescribed by HUD:

(i) The total number of labor hours worked;

(ii) The total number of labor hours worked by Section 3 workers; and

(iii) The total number of labor hours worked by Targeted Section 3 workers.

(2) Section 3 workers' and Targeted Section 3 workers' labor hours may be counted for five years from when their status as a Section 3 worker or Targeted Section 3 worker is established pursuant to [§ 75.31](#).

(3) The labor hours reported under [paragraph \(a\)\(1\)](#) of this section must include the total number of labor hours worked on a Section 3 project, including labor hours worked by any subrecipients, contractors and subcontractors that the recipient is required, or elects pursuant to [paragraph \(a\)\(4\)](#) of this section, to report.

(4) Recipients reporting under this section, as well as subrecipients, contractors and subcontractors who report to recipients, may report labor hours by Section 3 workers, under [paragraph \(a\)\(1\)\(ii\)](#) of this section, and labor hours by Targeted Section 3 workers, under [paragraph \(a\)\(1\)\(iii\)](#) of this section, from

professional services without including labor hours from professional services in the total number of labor hours worked under [paragraph \(a\)\(1\)\(i\)](#) of this section. If a contract covers both professional services and other work and the recipient or contractor or subcontractor chooses not to report labor hours from professional services, the labor hours under the contract that are not from professional services must still be reported.

(5) Recipients may report their own labor hours or that of a subrecipient, contractor, or subcontractor based on the employer's good faith assessment of the labor hours of a full-time or part-time employee informed by the employer's existing salary or time and attendance based payroll systems, unless the project or activity is otherwise subject to requirements specifying time and attendance reporting.

(b) ***Additional reporting if Section 3 benchmarks are not met.*** If the recipient's reporting under [paragraph \(a\)](#) of this section indicates that the recipient has not met the Section 3 benchmarks described in [§ 75.23](#), the recipient must report in a form prescribed by HUD on the qualitative nature of its activities and those its contractors and subcontractors pursued. Such qualitative efforts may, for example, include but are not limited to the following:

- (1) Engaged in outreach efforts to generate job applicants who are Targeted Section 3 workers.
- (2) Provided training or apprenticeship opportunities.
- (3) Provided technical assistance to help Section 3 workers compete for jobs (e.g., resume assistance, coaching).
- (4) Provided or connected Section 3 workers with assistance in seeking employment including: drafting resumes, preparing for interviews, and finding job opportunities connecting residents to job placement services.
- (5) Held one or more job fairs.
- (6) Provided or referred Section 3 workers to services supporting work readiness and retention (e.g., work readiness activities, interview clothing, test fees, transportation, child care).
- (7) Provided assistance to apply for/or attend community college, a four-year educational institution, or vocational/technical training.
- (8) Assisted Section 3 workers to obtain financial literacy training and/or coaching.
- (9) Engaged in outreach efforts to identify and secure bids from Section 3 business concerns.
- (10) Provided technical assistance to help Section 3 business concerns understand and bid on contracts.
- (11) Divided contracts into smaller jobs to facilitate participation by Section 3 business concerns.
- (12) Provided bonding assistance, guaranties, or other efforts to support viable bids from Section 3 business concerns.

(13) Promoted use of business registries designed to create opportunities for disadvantaged and small businesses.

(14) Outreach, engagement, or referrals with the state one-stop system as defined in Section 121(e)(2) of the Workforce Innovation and Opportunity Act.

(c) **Reporting frequency.** Unless otherwise provided, recipients must report annually to HUD under [paragraph \(a\)](#) of this section, and, where required, under [paragraph \(b\)](#) of this section, on all projects completed within the reporting year in a manner consistent with reporting requirements for the applicable HUD program.

§ 75.27 Contract provisions.

(a) Recipients must include language applying Section 3 requirements in any subrecipient agreement or contract for a Section 3 project.

(b) Recipients of Section 3 funding must require subrecipients, contractors, and subcontractors to meet the requirements of [§ 75.19](#), regardless of whether Section 3 language is included in recipient or subrecipient agreements, program regulatory agreements, or contracts.

Subpart D—Provisions for Multiple Funding Sources, Recordkeeping, and Compliance

§ 75.29 Multiple funding sources.

(a) If a housing rehabilitation, housing construction or other public construction project is subject to Section 3 pursuant to [§ 75.3\(a\)\(1\)](#) and [\(2\)](#), the recipient must follow [subpart B of this part](#) for the public housing financial assistance and may follow either [subpart B](#) or [C of this part](#) for the housing and community development financial assistance. For such a project, the following applies:

(1) For housing and community development financial assistance, a Targeted Section 3 worker is any worker who meets the definition of a Targeted Section 3 worker in either [subpart B](#) or [C of this part](#); and

(2) The recipients of both sources of funding shall report on the housing rehabilitation, housing construction, or other public construction project as a whole and shall identify the multiple associated recipients. PHAs and other recipients must report the following information:

(i) The total number of labor hours worked on the project;

(ii) The total number of labor hours worked by Section 3 workers on the project; and

(iii) The total number of labor hours worked by Targeted Section 3 workers on the project.

(b) If a housing rehabilitation, housing construction, or other public construction project is subject to Section 3 because the project is assisted with funding from multiple sources of housing and community development assistance that exceed the thresholds in [§ 75.3\(a\)\(2\)](#), the recipient or recipients must follow [subpart C of this part](#), and must report to the applicable HUD program office, as prescribed by HUD.

§ 75.31 Recordkeeping.

(a) HUD shall have access to all records, reports, and other documents or items of the recipient that are maintained to demonstrate compliance with the requirements of this part, or that are maintained in accordance with the regulations governing the specific HUD program by which the Section 3 project is governed, or the public housing financial assistance is provided or otherwise made available to the recipient, subrecipient, contractor, or subcontractor.

(b) Recipients must maintain documentation, or ensure that a subrecipient, contractor, or subcontractor

that employs the worker maintains documentation, to ensure that workers meet the definition of a Section 3 worker or Targeted Section 3 worker, at the time of hire or the first reporting period, as follows:

(1) For a worker to qualify as a Section 3 worker, one of the following must be maintained:

- (i) A worker's self-certification that their income is below the income limit from the prior calendar year;
- (ii) A worker's self-certification of participation in a means-tested program such as public housing or Section 8-assisted housing;
- (iii) Certification from a PHA, or the owner or property manager of project-based Section 8-assisted housing, or the administrator of tenant-based Section 8-assisted housing that the worker is a participant in one of their programs;
- (iv) An employer's certification that the worker's income from that employer is below the income limit when based on an employer's calculation of what the worker's wage rate would translate to if annualized on a full-time basis; or
- (v) An employer's certification that the worker is employed by a Section 3 business concern.

(2) For a worker to qualify as a Targeted Section 3 worker, one of the following must be maintained:

(i) For a worker to qualify as a Targeted Section 3 worker under [subpart B of this part](#):

- (A) A worker's self-certification of participation in public housing or Section 8-assisted housing programs;
- (B) Certification from a PHA, or the owner or property manager of project-based Section 8-assisted housing, or the administrator of tenant-based Section 8-assisted housing that the worker is a participant in one of their programs;
- (C) An employer's certification that the worker is employed by a Section 3 business concern; or
- (D) A worker's certification that the worker is a YouthBuild participant.

(ii) For a worker to qualify as a Targeted Section 3 worker under [subpart C of this part](#):

(A) An employer's confirmation that a worker's residence is within one mile of the work site or, if fewer than 5,000 people live within one mile of a work site, within a circle centered on the work site that is sufficient to encompass a population of 5,000 people according to the most recent U.S. Census;

(B) An employer's certification that the worker is employed by a Section 3 business concern; or

(C) A worker's self-certification that the worker is a YouthBuild participant.

(c) The documentation described in [paragraph \(b\)](#) of this section must be maintained for the time period required for record retentions in accordance with applicable program regulations or, in the absence of applicable program regulations, in accordance with [2 CFR part 200](#).

(d) A PHA or recipient may report on Section 3 workers and Targeted Section 3 workers for five years from when their certification as a Section 3 worker or Targeted Section 3 worker is established.

§ 75.33 Compliance.

(a) **Records of compliance.** Each recipient shall maintain adequate records demonstrating compliance with this part, consistent with other recordkeeping requirements in [2 CFR part 200](#).

(b) **Complaints.** Complaints alleging failure of compliance with this part may be reported to the HUD program office responsible for the public housing financial assistance or the Section 3 project, or to the local HUD field office.

(c) **Monitoring.** HUD will monitor compliance with the requirements of this part. The applicable HUD program office will determine appropriate methods by which to oversee Section 3 compliance. HUD may impose appropriate remedies and sanctions in accordance with the laws and regulations for the program under which the violation was found.

SECTION XXXVII **ENTIRE AGREEMENT**

This Contract sets forth the entire agreement between Contractor and City with respect to the subject matter of this Contract. This Contract supersedes all prior and contemporaneous negotiations, understandings, and agreements, written or oral, between the parties. This Contract may not be modified except by the parties' mutual agreement set forth in writing and signed by the parties.

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Print Name of Notary Public _____
Notary Public, State of Florida _____
My Commission expires: _____