



<b>Bid Number</b>	<b>Grantee Designated</b>
<b>Bid Title:</b>	<b>Healthcare Network Marion E Fether Window Replacement Construction Bid</b>
<b>Category:</b>	Public Facilities
<b>Status:</b>	Open

**Description:**

ADVERTISEMENT FOR BIDS: Marion E. Fether (MEF) Hardening Collier County Project No. CDBG MIT22-001 (MEF Window Replacement)

Collier Health Services, dba Healthcare Network (Healthcare Network) is soliciting bids for replacement of 43 of the 61 exterior windows on the Marion E Fether Medical Center property located at 1454 Madison Avenue West, Immokalee, FL. The MEF Window Replacement project replaces the windows as part of a larger renovation project remodeling and updating the first-floor patient area and roof replacement. The 40,862 square foot structure, built in 1995, has previously had no significant renovations. The MEF Window Replacement project will increase resilience to disasters and reduce the long-term risk of loss of life, injury, damage to and loss of property, suffering, and hardship by lessening the impact of future disasters in the Immokalee community.

The project is made possible via a sub award of a Collier County agreement with the State of Florida Department of Commerce (DOC). The project is supported by the U.S. Department of Housing and Urban Development, Community Development Block Grant Mitigation (CDBG-MIT) grant funding. Therefore, certain restrictions and other federal requirements attach to this opportunity.

Separate sealed bids for MEF Window Replacement project will be received by Krisen Singh at Marion E. Fether Medical Center, 2<sup>nd</sup> floor conference room, 1454 Madison Avenue West. until [Time and Date of Submission Deadline], and then at said office publicly opened and read aloud. Any person with disability requiring special accommodation must contact the Krisen Singh no later than 7 days prior to the bid opening.

A MANDATORY Pre-bid Meeting will be held at [Time and Date], Maron E Fether 2<sup>nd</sup> floor conference room. All bidders are required to attend the Pre-Bid Meeting and sign the attendance sheet at the meeting. Bids received from bidders who have not attended the Pre-Bid Meeting and signed the attendance sheet at the meeting will be considered non-responsive.

All bid documents may be examined at the following: Administration Office, 1454 Madison Avenue

West, Immokalee, FL 34142/ To obtain DIGITAL Plans and Specifications, please email Krisen Singh at Ksingh@healthcareswfl.org.

Healthcare Network hereby notifies all bidders that it will affirmatively insure that in any contract entered into pursuant to this advertisement will be afforded full opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, sex, or national origin in consideration for an award. Healthcare Network is an Equal Opportunity Employer. We encourage all small and minority owned firms and women's businesses to participate. No bidder may withdraw his bid within (60) days after the actual date of the opening thereof.

Pursuant to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended (12 U.S.C. 1701u), 24 CFR Part 75, the project will, to the greatest extent feasible, direct employment, training, and contracting opportunities to low- and very low-income persons, particularly recipients of government housing assistance, and to businesses that provide economic opportunities to low- and very low-income persons.

Bidders must agree to comply with Prevailing Wage Rate provisions per the State of Florida, in addition to the Federal Davis-Bacon Act, whichever is higher. Contractor's name/business must not appear on Sam.gov disbarment list.

A detailed listing of all subcontractors shall be provided by the Bidder. In accordance with the Contract Documents, documentation that the prospective General Contractor and its subcontractors meet minimum qualifications shall be provided and submitted.

PLEASE NOTE: Official planholders list will only be the list maintained by Healthcare Network. It is the sole responsibility of all planholders, whether they have received digital downloads or paper copies of the plans and specifications, to periodically check for Addenda which may have been posted on Healthcare Network's website: <https://healthcareswfl.org/>

The successful bidder must sign an agreement that they are enrolled and participating in a Federal Work Authorization Program ("FWAP") that ensures that all of its employees or agents or subcontractors have the legal right to work in the United States, as defined in 8 U.S.C. 1324a(h)(3) and RSMo § 285.525-285.555, that it will maintain this compliance for the entire duration of its contract with Healthcare Network, and will provide an Affidavit of Compliance to Healthcare Network stating the same.

A bid bond or certified check for five percent (5%) of the total bid amount must accompany each bid. The successful bidder must furnish a performance bond in the amount of his bid and shall, before entering on the work of said contract, be licensed as a contractor of Healthcare Network. The owner reserves the right to waive any informalities or to reject any or all bids.

**Publication Date/Time:**

[Date and Time]

**Closing Date/Time:**

[Date and Time]

**Bid Opening Information:**

[Time and Closing Date] Marion E Fether, 2<sup>nd</sup> Floor Conference Room, 1454 Madison Avenue West, Immokalee, FL 34142

**Pre-bid Meeting:**

Mandatory [Date and Time]

**Contact Person:**

Questions – Krisen Singh, Construction Administrator, 239-658-3000, [KSingh@healthcarenetwork.org](mailto:KSingh@healthcarenetwork.org)

**Download Available:**

<https://healthcareswfl.org>

**Plan & Spec Available:**

To obtain DIGITAL Plans and Specifications, please email Krisen Singh at [KSingh@healthcarenetwork.org](mailto:KSingh@healthcarenetwork.org) Digital copy Plans and Specifications may be secured for no fee, all printing, shipping and other required costs are at the contractor's expense.

**[Related Documents: Collier County CDBG-MIT Agreement](#)**

FEDERAL WAGE DETERMINATION  
COLLIER COUNTY, FL

"General Decision Number: FL20250201 01/24/2025

Superseded General Decision Number: FL20240201

State: Florida

Construction Type: Building

County: Collier County in Florida.

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

Note: Contracts subject to the Davis-Bacon Act are generally required to pay at least the applicable minimum wage rate required under Executive Order 14026 or Executive Order 13658. Please note that these Executive Orders apply to covered contracts entered into by the federal government that are subject to the Davis-Bacon Act itself, but do not apply to contracts subject only to the Davis-Bacon Related Acts, including those set forth at 29 CFR 5.1(a)(1).

If the contract is entered into on or after January 30, 2022, or the contract is renewed or extended (e.g., an option is exercised) on or after January 30, 2022:	<ul style="list-style-type: none"><li>. Executive Order 14026 generally applies to the contract.</li><li>. The contractor must pay all covered workers at least \$17.75 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract in 2025.</li></ul>
If the contract was awarded on or between January 1, 2015 and January 29, 2022, and the contract is not renewed or extended on or after January 30, 2022:	<ul style="list-style-type: none"><li>. Executive Order 13658 generally applies to the contract.</li><li>. The contractor must pay all covered workers at least \$13.30 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on that contract in 2025.</li></ul>

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

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

Modification Number	Publication Date
0	01/03/2025
1	01/10/2025
2	01/24/2025

ASBE0067-003 01/01/2021

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

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ELEC0349-008 09/16/2024

	Rates	Fringes
ELECTRICIAN (Includes Low Voltage Wiring).....	\$ 35.65	11.30

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ELEV0074-001 01/01/2024

	Rates	Fringes
ELEVATOR MECHANIC.....	\$ 49.62	37.885+a+b

FOOTNOTE:

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

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

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ENGI0487-023 07/01/2023

	Rates	Fringes
OPERATOR: Crane		
All Cranes 75 Tons and below.....	\$ 37.07	14.90
All Cranes Over 300 Ton, Electric Tower, Luffing Boom Cranes.....	\$ 40.40	14.90
Cranes 130-300 Ton.....	\$ 39.38	14.90
Cranes 76 ton to 129 Ton....	\$ 37.57	14.90

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ENGI0487-029 07/01/2023

	Rates	Fringes
OPERATOR: Forklift.....	\$ 26.75	14.90
OPERATOR: Mechanic.....	\$ 37.07	14.90
OPERATOR: Oiler.....	\$ 27.53	14.90

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IRON0397-007 07/01/2024

	Rates	Fringes
IRONWORKER, STRUCTURAL.....	\$ 35.25	17.32

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IRON0402-001 10/01/2024

	Rates	Fringes
IRONWORKER, ORNAMENTAL.....	\$ 28.90	15.66

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\* SFFL0821-004 01/01/2025

	Rates	Fringes
SPRINKLER FITTER (Fire Sprinklers).....	\$ 34.03	23.70

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\* SUFL2014-009 08/16/2016

	Rates	Fringes
CARPENTER.....	\$ 18.00	0.64
CEMENT MASON/CONCRETE FINISHER...\$ 14.85 **		0.60

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

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

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\*\* Workers in this classification may be entitled to a higher minimum wage under Executive Order 14026 (\$17.75) or 13658 (\$13.30). Please see the Note at the top of the wage determination for more information. Please also note that the minimum wage requirements of Executive Order 14026 are not currently being enforced as to any contract or subcontract to which the states of Texas, Louisiana, or Mississippi, including

their agencies, are a party.

Note: Executive Order (EO) 13706, Establishing Paid Sick Leave for Federal Contractors applies to all contracts subject to the Davis-Bacon Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2017. If this contract is covered by the EO, the contractor must provide employees with 1 hour of paid sick leave for every 30 hours they work, up to 56 hours of paid sick leave each year. Employees must be permitted to use paid sick leave for their own illness, injury or other health-related needs, including preventive care; to assist a family member (or person who is like family to the employee) who is ill, injured, or has other health-related needs, including preventive care; or for reasons resulting from, or to assist a family member (or person who is like family to the employee) who is a victim of, domestic violence, sexual assault, or stalking. Additional information on contractor requirements and worker protections under the EO is available at <https://www.dol.gov/agencies/whd/government-contracts>.

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

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

#### Union Rate Identifiers

A four-letter identifier beginning with characters other than ""SU"", ""UAVG"", ?SA?, or ?SC? denotes that a union rate was prevailing for that classification in the survey. Example: PLUM0198-005 07/01/2024. PLUM is an identifier of the union whose collectively bargained rate prevailed in the survey for this classification, which in this example would be Plumbers. 0198 indicates the local union number or district council number where applicable, i.e., Plumbers Local 0198. The next number, 005 in the example, is an internal number used in

processing the wage determination. The date, 07/01/2024 in the example, is the effective date of the most current negotiated rate.

Union prevailing wage rates are updated to reflect all changes over time that are reported to WHD in the rates in the collective bargaining agreement (CBA) governing the classification.

#### Union Average Rate Identifiers

The UAVG identifier indicates that no single rate prevailed for those classifications, but that 100% of the data reported for the classifications reflected union rates. EXAMPLE: UAVG-OH-0010 01/01/2024. UAVG indicates that the rate is a weighted union average rate. OH indicates the State of Ohio. The next number, 0010 in the example, is an internal number used in producing the wage determination. The date, 01/01/2024 in the example, indicates the date the wage determination was updated to reflect the most current union average rate.

A UAVG rate will be updated once a year, usually in January, to reflect a weighted average of the current rates in the collective bargaining agreements on which the rate is based.

#### Survey Rate Identifiers

The ""SU"" identifier indicates that either a single non-union rate prevailed (as defined in 29 CFR 1.2) for this classification in the survey or that the rate was derived by computing a weighted average rate based on all the rates reported in the survey for that classification. As a weighted average rate includes all rates reported in the survey, it may include both union and non-union rates. Example: SUFL2022-007 6/27/2024. SU indicates the rate is a single non-union prevailing rate or a weighted average of survey data for that classification. FL indicates the State of Florida. 2022 is the year of the survey on which these classifications and rates are based. The next number, 007 in the example, is an internal number used in producing the wage determination. The date, 6/27/2024 in the example, indicates the survey completion date for the classifications and rates under that identifier.

?SU? wage rates typically remain in effect until a new survey is conducted. However, the Wage and Hour Division (WHD) has the discretion to update such rates under 29 CFR 1.6(c)(1).

#### State Adopted Rate Identifiers

The ""SA"" identifier indicates that the classifications and prevailing wage rates set by a state (or local) government were adopted under 29 C.F.R 1.3(g)-(h). Example: SAME2023-007 01/03/2024. SA reflects that the rates are state adopted. ME refers to the State of Maine. 2023 is the year during which the state completed the survey on which the listed classifications and rates are based. The next number, 007 in the example, is an internal number used in producing the wage determination. The date, 01/03/2024 in the example, reflects the date on which the classifications and rates under the ?SA? identifier took effect under state law in the state from which the rates were adopted.

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WAGE DETERMINATION APPEALS PROCESS

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

- a) a survey underlying a wage determination
- b) an existing published wage determination
- c) an initial WHD letter setting forth a position on a wage determination matter
- d) an initial conformance (additional classification and rate) determination

On survey related matters, initial contact, including requests for summaries of surveys, should be directed to the WHD Branch of Wage Surveys. Requests can be submitted via email to [davisbaconinfo@dol.gov](mailto:davisbaconinfo@dol.gov) or by mail to:

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

Regarding any other wage determination matter such as conformance decisions, requests for initial decisions should be directed to the WHD Branch of Construction Wage Determinations. Requests can be submitted via email to [BCWD-Office@dol.gov](mailto:BCWD-Office@dol.gov) or by mail to:

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

2) If an initial decision has been issued, then any interested party (those affected by the action) that disagrees with the decision can request review and reconsideration from the Wage and Hour Administrator (See 29 CFR Part 1.8 and 29 CFR Part 7). Requests for review and reconsideration can be submitted via email to [dba.reconsideration@dol.gov](mailto:dba.reconsideration@dol.gov) or by mail to:

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

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

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

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

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END OF GENERAL DECISION"

**INDEPENDENT COST ESTIMATE**

And

**METHOD OF PROCUREMENT**

## Independent Cost Estimate

**PURPOSE:** In connection with every procurement action, except a micro-purchase, an **Independent Cost Estimate (ICE) must be prepared in advance of receiving a quote, bid, or proposal.** This is necessary because the ICE documentation:

- Ensures a clear basis for determining the benefits of the procurement;
- Provides essential procurement and financial planning information;
- Documents Federal compliance in a consistent manner; and,
- Provides a basis for the cost/price analysis.

Description of Procurement	Date of Estimate
	Total Estimated Price/Cost

**Method:** The above estimate is developed from: **CHECK ALL THAT APPLY**

- Published catalogs or price lists (attach pertinent catalog of price list pages)
- Recent prices for the same or similar item (identify contracts, purchase orders, sources, and additional helpful information (e.g. dates of award), and attach any pertinent documents)
- In-house Engineering or technical estimates (see details below or attach estimate).
- Independent Third Party estimate developed by .....(attach estimate).
- Other (specify):

**Cost Estimate Details:**

**Cost of Standard Items**

Product	Cost (\$/ea.)			Notes/Data Source
	Unit	Freight	Total	

**Cost of Services, Repairs, or Non-Standard Items**

Item / Task:							
Materials	Other Direct Costs	Labor (rate, hours)	Labor Class	Allocated Overhead	SG&A	Profit	Total

**PREPARED BY:**

Name		Date	
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COLLIER COUNTY

For the Acquisition of Goods and Services Funded By Federal/State Grant Programs

## Method of Procurement Decision Form

PURPOSE: To best determine and document the method of procurement suitable and comply with federal rule §200.318(i) to maintain records sufficient to detail the history of procurement.

**CHECK ONE:**

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**Small Purchase (\$3,000 - \$50,000) Request For Quote (RFQ)** §200.320(b)

- Federal threshold is <\$150,000 – County policy is more restrictive. Follow Local Policy unless otherwise determined.
  - Grantor agencies require price or rate quotations be obtained from an adequate number of qualified sources for competition under \$150,000 - Local Policy defines the number of adequate sources unless a grantor agency has specific guidance. (IE - FEMA requires (3) responsive quotes.)
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**Competitive Procurement (In Excess of \$50,000)**

Amount >\$50,000 (Federal threshold is <\$150,000 – County policy more restrictive. Follow Local Policy. A BCC approved waiver would be required for an informal procurement above the local policy threshold.

**Sealed Bid (IFB)** §200.320(c)(1)

- A complete, adequate, and realistic specification or purchase description is available;
- Two or more responsible bidders are willing and able to compete effectively for the business; and
- The procurement lends itself to a firm fixed price contract and the selection of the successful bidder can be made principally on the basis of price.

**Competitive Proposals (RFP)** §200.320(d)

- Requests for proposals must be publicized and identify all evaluation factors and their relative importance. Any response to publicized requests for proposals must be considered to the maximum extent practical;
  - Proposals must be solicited from an adequate number of qualified sources;
  - must have a written method for conducting technical evaluations of the proposals received and for selecting recipients;
  - Contracts must be awarded to the responsible firm whose proposal is most advantageous to the program, with price and other factors considered; and
  - may use competitive proposal procedures for qualifications-based procurement of A/E professional services whereby competitors' qualifications are evaluated and the most qualified competitor is selected, subject to negotiation of fair and reasonable compensation. The method, where price is not used as a selection factor, can only be used in procurement of A/E professional services. It cannot be used to purchase other types of services though A/E firms are a potential source to perform the proposed effort.
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**Sole Source/Noncompetitive** (complete a local Exemptions from the Competitive Process request AND a grants Sole Source Form)

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**REQUISITIONED BY:**

Name	Krisen Singh	Date	
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## BID TABULATION

# Competitive Bid Tabulation

Bid #:

Date:

Page 1 of \_\_\_\_

Vendor No.			
Vendor Name			
City, State			
Phone #			
Email Address			
Contact Name			
Time Vendor was Contacted	____ a.m. ____ p.m.	____ a.m. ____ p.m.	____ a.m. ____ p.m.
Method Used to Contact Vendor	__ Email __ Phone __ Other	__ Email __ Phone __ Other	__ Email __ Phone __ Other
SAM.gov Disbarred Vendor	Yes <input type="checkbox"/> No <input type="checkbox"/>	Yes <input type="checkbox"/> No <input type="checkbox"/>	Yes <input type="checkbox"/> No <input type="checkbox"/>
W/MBE Vendor	Yes <input type="checkbox"/> No <input type="checkbox"/>	Yes <input type="checkbox"/> No <input type="checkbox"/>	Yes <input type="checkbox"/> No <input type="checkbox"/>

Item No.	Description	Qty	UM	Unit Price	(Copy formula as needed) Extension	Unit Price	(Copy formula as needed) Extension	Unit Price	(Copy formula as needed) Extension
					\$0.00		\$0.00		\$0.00
<b>Total</b>					\$0.00		\$0.00		\$0.00

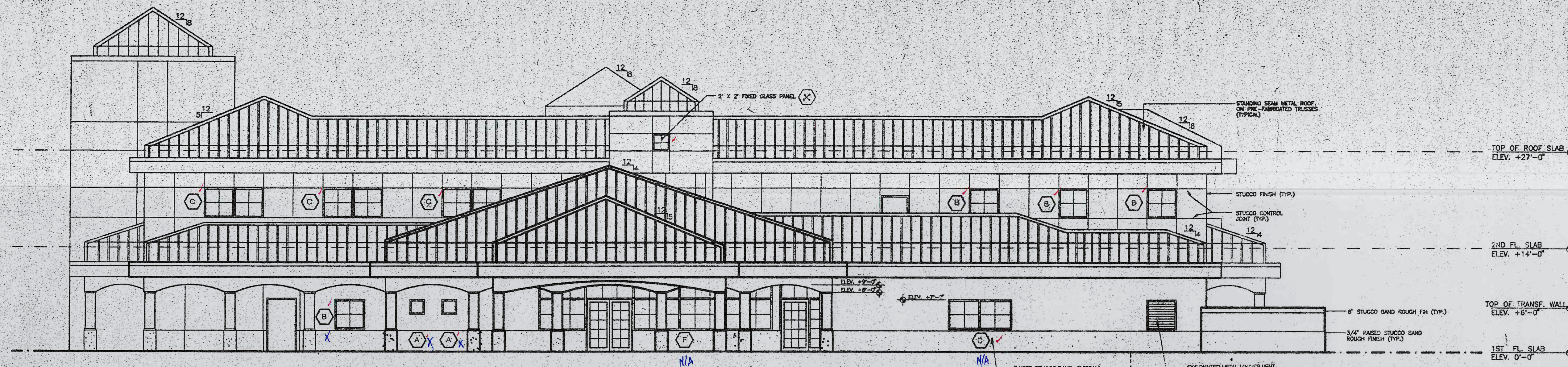
# Competitive Bid Tabulation, Continued.

<b>Vendor #</b>														
<b>Vendor Name</b>														
<b>City, State</b>														
<b>Phone #</b>														
<b>Fax #</b>														
<b>Contact Name</b>														
<b>Time Contacted</b>			____ a.m. ____ p.m.				____ a.m. ____ p.m.				____ a.m. ____ p.m.			
<b>Method Used</b>			__ Email __ Phone __ Other				__ Email __ Phone __ Other				__ Email __ Phone __ Other			
<b>Minority Vendor</b>			Yes <input type="checkbox"/> No <input type="checkbox"/>				Yes <input type="checkbox"/> No <input type="checkbox"/>				Yes <input type="checkbox"/> No <input type="checkbox"/>			
Item No.	Qty	UM	Unit Price	(Copy formula as needed) Extension	Unit Price	(Copy formula as needed) Extension	Unit Price	(Copy formula as needed) Extension	Unit Price	(Copy formula as needed) Extension				
				\$0.00		\$0.00		\$0.00		\$0.00				
<b>Sub-Total</b>			\$0.00				\$0.00				\$0.00			
<b>Freight</b>														
<b>Tax</b>														
<b>Total</b>			\$0.00				\$0.00				\$0.00			



SITE PLAN

CDBG-MIT MEF WINDOWS



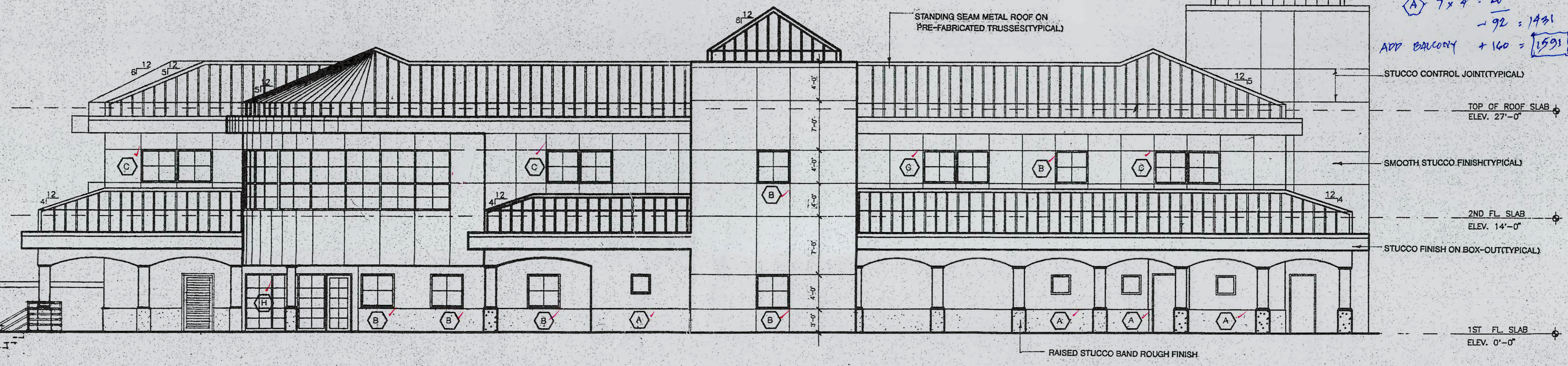
**SOUTH ELEVATION**

SCALE 1/8"=1'-0"

WINDOW & STOREFRONT TAKE-OFF FOR REPLACEMENT UPGRADE TO HURRICANE IMPACT

A	2'-0" x 2'-0" = 4 SF	414	100
B	4'-0" x 4'-0" = 16 SF	16 + 1 + 2	304
C	4'-0" x 8'-0" = 32 SF	14	448
D	4'-0" x 12'-0" = 48 SF	1	50
E	N/A		
F	N/A		
G	6'-0" x 7'-0" = 42 SF	1	42
H	13'-0" x 6'-0" = 78 SF	1	65
I	10'-0" x 6'-0" = 60 SF	1	65
J	15'-4" x 6'-0" = 92 SF	1	100
K	20' x 7'-4" = 147 SF	30	387
L	8'-0" x 7'-4" = 59 SF	1	
M	16'-0" x 7'-4" = 118 SF	1	
			<b>1,529 SF TOTAL</b>

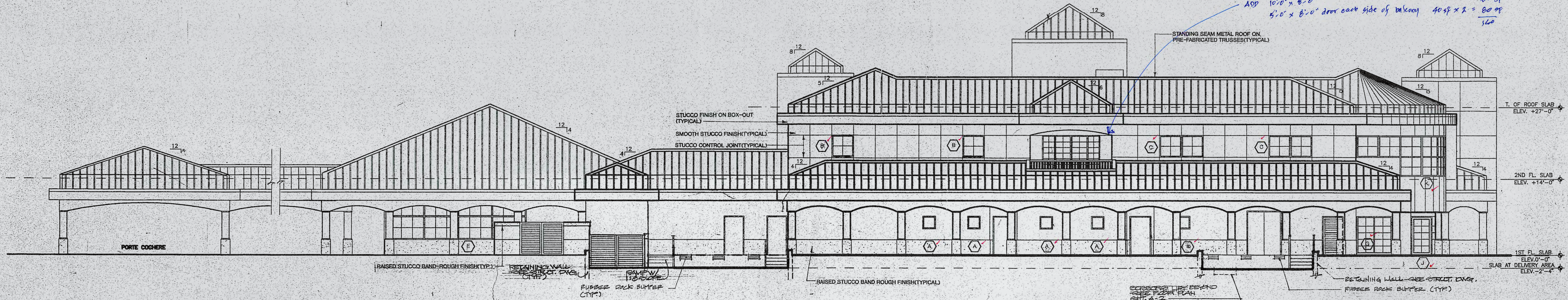
Product: 2 x 16 = 32  
 1 x 32 = 32  
 7 x 4 = 28  
 - 92 = 1431  
 ADD BALCONY + 160 = **1591**



**NORTH ELEVATION**

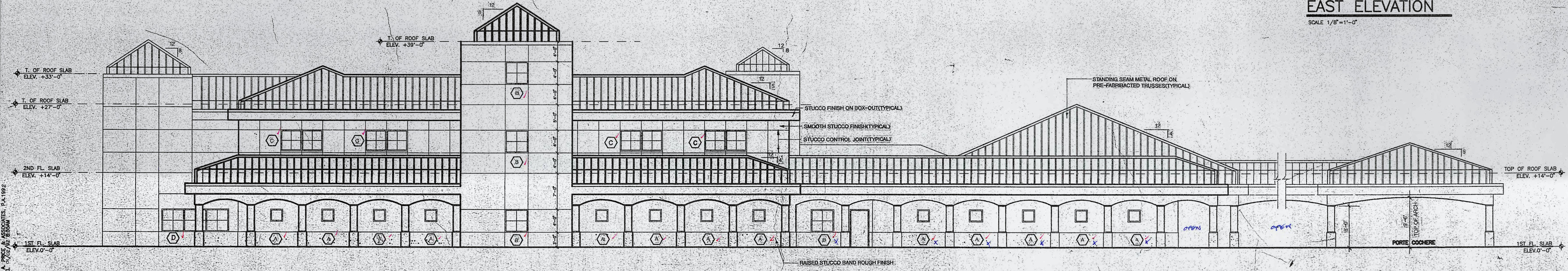
SCALE 1/8"=1'-0"

ADD 10'-0" x 8'-0" 6'-0" x 8'-0" door each side of balcony 40 SF x 2 = 80 SF  
 6'-0" x 8'-0" door each side of balcony 40 SF x 2 = 80 SF  
 160



**EAST ELEVATION**

SCALE 1/8"=1'-0"



**WEST ELEVATION**

SCALE 1/8"=1'-0"

REVISION

PROJECT NO. 91-01  
 SCALE 1/8"=1'-0"  
 DATE JANUARY 2ND, 1992

ELEVATIONS: NORTH, SOUTH, EAST & WEST

IMMOKALEE COMMUNITY HEALTH CLINIC

Miles A. Price & Associates, P.A.  
 4649 Ponce de Leon Blvd. Suite 401 (305)662-3926  
 Coral Gables, FL 33146

SHEET A-8 OF 20

## CDBG-MIT COUNTY AGREEMENT AND AMENDMENTS

FAIN #	N/A
Federal Award Date	February 4, 2021
Federal Award Agency	HUD
CFDA Name	Community Development Block Grants/State's Program & Non-Entitlement Grants in Hawaii
CFDA/CSFA#	14.228
Total Amount of Federal Funds Awarded	\$206,240.00
Subrecipient Name	Collier Health Services, Inc. dba Healthcare Network
UEI#	GPXBQKU6AJA5
FEIN	59-1741277
R&D	NA
Indirect Cost Rate	NA
Period of Performance	August 4, 2022-August 3, 2026
Fiscal Year End	2031
Monitor End:	August 3, 2031

**AGREEMENT BETWEEN COLLIER COUNTY  
AND  
Collier Health Services, Inc. dba Healthcare Network  
CDBG-Mitigation Program**

**THIS AGREEMENT** is made and entered into this 13<sup>TH</sup> day of DECEMBER 2022, by and between Collier County, a political subdivision of the State of Florida, ("COUNTY") having its principal address at 3339 Tamiami Trail East, Naples FL 34112, and Collier Health Services, Inc. dba Healthcare Network ("SUBRECIPIENT"), a private non-profit organization having its principal office at 1454 Madison Ave. W., Immokalee, FL 34142 .

**WHEREAS**, the COUNTY has entered into an Agreement with the State of Florida Department of Economic Opportunity (DEO) for a grant for the execution and implementation of a Community Development Block Grant Mitigation (CDBG-MIT) Program in certain areas of Collier County, pursuant to Title I of the Housing and Community Development Act of 1974 (as amended); and

**WHEREAS**, on July 14, 2020, the Board of County Commissioners ("Board") approved Agenda Item 16D.6 – the "After-the-Fact" submittal of five (5) applications to the DEO; and

**WHEREAS**, on February 4, 2021, the DEO awarded CDBG-MIT funds to four (4) of the five (5) submitted applications; and

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## PART I SCOPE OF WORK

This award has been granted under the Critical Facility Hardening Program. Projects eligible for funding under this program must harden critical buildings that serve a public safety purpose for local communities. Critical buildings include potable water facilities, wastewater facilities, police departments, fire departments, hospitals, emergency operation centers, and emergency shelters.

SUBRECIPIENT shall, in a satisfactory and proper manner and consistent with any standards required as a condition of providing CDBG-MIT assistance as provided herein and, as determined by Collier County Community and Human Services (CHS) Division, perform the tasks necessary to conduct the program as follows:

Project Name: Marion E. Fether Medical Center Hardening

Description of project and outcome: Collier Health Services, Inc. dba Healthcare Network serves as a vital instrument to the health of Collier County citizens before, during, and immediately after a natural disaster. Replacing 7 doors and 59 windows with impact glazing material at the Marion E. Fether Medical Center will solidify the facility's ability to withstand wind, heat, or water damage during and after a storm and allow immediate response to the needs of the community; 61.84 percent of which are designated as low- to moderate-income residents. The project is estimated to begin upon execution of this Agreement and completed within 48 months at a cost of \$206,240.00. There are no leveraged or matching funds included in this project. The team overseeing this project consists of the Collier Health Services, Inc. dba Healthcare Network Facilities Department under the direction of the Project Manager, who is working in coordination with Collier County, and selected contractor(s).

Project Component One: Construction

Obtain appropriate permitting.

Purchase, install remove and properly dispose of 7 doors and 59 exterior windows and replace with new insulated/impact glazing system doors and windows of like dimensions and in compliance with Florida Building Codes standards and local, state and federal building codes.

Repair affected areas resulting from removal/installation by applying molding, patching interior drywall and sills, and repair exterior stucco walls and touch up paint

The property will be deed restricted for five (5) years commencing on the date of initially meeting one of the National Objectives, in accordance with 24 CFR 570.505, if applicable.

### 1.1 GRANT AND SPECIAL CONDITIONS

- A. Within ten (10) calendar days of the execution of this Agreement, SUBRECIPIENT must deliver to CHS for approval, a detailed project schedule for the completion of the project.

B. SUBRECIPIENT must submit the following resolutions and policies to CHS within ten(10) days of execution of this Agreement:

- Affirmative Fair Housing Policy
- Affirmative Action/Equal Opportunity Policy
- Conflict of Interest Policy (COI) and related COI Forms
- Procurement Policy
- Administrative Financial Management Policies (must comply with all HUD CDBG-MIT and State of Florida rules)
- Quality Assurance and Quality Control Policies (must comply with all HUD CDBG-MIT and DEO policies)
- 2 CFR 200 Uniform Administrative Requirements, Cost Principles and Audit Requirements Policy for Federal Award
- Uniform Relocation Act (URA) Policy
- Sexual Harassment Policy
- Section 3 Policy
- Section 504/ADA Policy
- Fraud, Waste, and Abuse Policy
- Language Assistance and Planning Policy (LAP)
- Limited English Proficiency Policy (LEP)
- Violence Against Women Act (VAWA) Policy
- LGBTQ Policy

C. Environmental Review Requirement (ERR) - This Agreement does not constitute a commitment of Funds or site approval. The commitment of Funds or site approval may occur only upon satisfactory completion of environmental review and either (i) the determination that the project is Exempt or (ii) the COUNTY's receipt of an approved request for release of funds and certification from HUD, under 24 CFR Part 58. The provision of any funds to the project is conditioned on the COUNTY's determination to proceed with, modify, or cancel the project based on the results of the environmental review. No program costs can be incurred until an environmental review of the project is completed and approved by the COUNTY. Further, the SUBRECIPIENT will not undertake any activity or commit any funds prior to CHS issuance of the Notice to Proceed (NTP) letter. Violation of this provision may result in the termination of this subaward and/or the denial of any reimbursement of funds under this Agreement.

Annual Subrecipient Training – All SUBRECIPIENT staff assigned to the administration and implementation of the Project established by this Agreement shall attend the CHS-sponsored Annual SUBRECIPIENT Fair Housing training, except those who attended the training in the previous year. In addition, at least one staff member shall attend all other CHS-offered SUBRECIPIENT training, relevant to the Project, as determined by the Grants Coordinator, not to exceed four (4) sessions. Requests for exemption, under this special condition, must be submitted to the Grant Coordinator, in writing, at least 14 days, prior to the training.

- D. Limited English Proficiency – Persons who, as a result of national origin, do not speak English as their primary language and who have limited ability to speak, read, write, or understand English (“limited English proficient persons” or “LEP persons”) may be entitled to language assistance under Title VI in order to receive a particular service, benefit, or encounter. In accordance with Title VI of the Civil Rights Act of 1964 (Title VI) and its implementing regulations, the SUBRECIPIENT agrees to take reasonable steps to ensure meaningful access to activities funded with HUD Funds by LEP persons. Any of the following actions could constitute “reasonable steps”, depending on the circumstances: acquiring translators to translate vital documents; advertisements or notices; acquiring interpreters for face to face interviews with LEP persons; placing advertisements and notices in newspapers that serve LEP persons; partnering with other organizations that serve LEP populations to provide interpretation, translation, or dissemination of information regarding the project; hiring bilingual employees or volunteers for outreach and intake activities; contracting with a telephone line interpreter service; etc.

## 1.2 PROJECT DETAILS

### A. Project Description/Project Budget

Description	Federal Amount
Project Component 1: Construction Obtain appropriate permitting.	\$206,240.00
Purchase, install remove and properly dispose of 7 doors and 59 exterior windows and replace with new insulated/impact glazing system doors and windows of like dimensions and in compliance with Florida Building Codes standards and local, state and federal building codes.	
Repair affected areas resulting from removal/installation by applying molding, patching interior drywall and sills, and repair exterior stucco walls and touch up paint.	
	\$206,240.00
<b>Total Federal Funds:</b>	<b>\$206,240.00</b>

SUBRECIPIENT will accomplish the following checked project tasks:

- Pay all closing costs related to property conveyance
- Maintain beneficiary income certification documentation, and provide to the COUNTY as requested
- Maintain and provide National Objective Documentation
- Provide Quarterly Reports on project progress, Activity Work Plan, Budget, and updated organization chart if applicable.
- Provide Quarterly the resolution/ordinances, name and contact information of Fair Housing, EEO/AA, and Section 504/ADA Coordinator and a copy of the published

- information or email address for SUBRECIPIENT's website. Establish a system to log all Fair Housing, EEO/AA, and Section 504/ADA complaints and submit quarterly.
- Ensure attendance by a representative from executive management at scheduled partnership meetings, as requested by CHS
  - Ensure attendance by SUBRECIPIENT and General Contractor at Pre-Construction meetings, prior to SUBRECIPIENT issuing Notice to Proceed (NTP) to contractor
  - Provide monthly construction and rehabilitation progress reports until completion of construction or rehabilitation, note any staffing changes with job descriptions, Activity Work Plan, and Budget
  - Identify Lead Project Manager
  - Provide Site Design and Specifications
  - Submit Change Orders for CHS approval prior to SUBRECIPIENT authorizing work
  - Comply with Davis-Bacon Labor Standards
  - Comply with Section 3 and maintain documentation
  - Provide weekly certified payroll throughout construction and rehabilitation
  - Comply with Uniform Relocation Act (URA), if necessary
  - Ensure applicable numbers of units are Section 504/ADA accessible
  - Ensure the applicable continued use period for the project is met

B. National Objective

The CDBG-MIT program Funds awarded to Collier County must benefit low- to moderate-income persons (LMI). As such, SUBRECIPIENT shall ensure that all activities and beneficiaries meet the definition of:

- LMA – Low/Mod Area Benefit
- LMC – Low/Mod Clientele Benefit
- LMH – Low/Mod Housing Benefit
- LMJ – Low/Mod Job Benefit

**LMA:** Must document where at least 51 percent of the residents are LMI persons, based on HUD determined eligible census tracts. Failure to achieve the National Objective under this Agreement will require repayment of the CDBG-MIT investment under this Agreement.

**LMC:** Must document that at least 51 percent of persons served, are low- to moderate-income persons or households, in order to meet a CDBG-MIT National Objective. Failure to achieve the National Objective under this Agreement will require repayment of the CDBG-MIT investment under this Agreement.

**LMH:** Must document providing or improving permanent residential structures, which upon completion will be occupied by LMI households. Structures with three or more units must contain at least 51 percent occupied by LMI households, and structures with less than three units must be occupied by 100 percent LMI households. Failure to achieve the National Objective under this Agreement will require repayment of the CDBG-MIT investment under this Agreement.

**LMJ:** Must document job creation and retention. The LMI benefit National Objective addresses activities designed to create or retain permanent jobs, at least 51 percent of which

(computed on a full-time equivalent basis) will be made available to or held by LMI persons. Failure to achieve the National Objective under this Agreement will require repayment of the CDBG-MIT investment under this Agreement.

C. Performance Deliverables

Program Deliverable	Deliverable Supporting Documentation	Submission Schedule
Insurance	Insurance Certificate	Within 10 days of Agreement execution and Annually (immediately upon renewal)
Staffing Plan	Organization Chart and Job Descriptions for employees, contracted staff, vendors, and contractors	Quarterly, unless staffing changes occur off cycle, then report in monthly progress report. Due within 5 days of prior month end
Special Grant Condition Policies (Section 1.1)	Policies as stated in this Agreement	Within 10 days of Agreement execution
Activity Work Plan	Project Schedule (Exhibit D)	Monthly, within 5 days of prior month end
Fair Housing Log	Develop Tracking Spreadsheet for complaints that includes: Coordinator contact name and information; attach ordinance ordinance/ resolution (Log must include Fair Housing/EEO/504 complaints)	Quarterly, within 5 days of prior quarter end
Detailed Project Budget	Exhibit C	Monthly, within 5 days of prior month end
Project Plans and Specifications	Site Plans and Specifications	Prior to procurement
Procurement Documents (Bid Packet) *	Independent Cost Estimate, Method of Procurement, Bid Advertisement, Solicitation Packet.	After completion of Environmental Review, and prior to advertising solicitation. Advertisement not to occur until package is approved by DEO.
Subcontractor Log	Subcontractor Log	Initially at construction start, and quarterly thereafter
Progress Report	Monthly and Quarterly Reports (Exhibits E and H respectively)	Monthly report (Exhibit E) due by the 5 <sup>th</sup> of <b>each month</b> ; Quarterly Reports (Exhibit H) due by the 5 <sup>th</sup> of Jan/Apr/Jul/Oct. Both reports are to be submitted in Jan/Apr/Jul/Oct.
Section 3 Compliance Report	Exhibit F	Monthly, due by the 5 <sup>th</sup> of each month.
Davis-Bacon Act Certified Payroll	Weekly Certified Payroll reports, forms, and supporting documentation required to be submitted through the County	Weekly, within 7 days following issuance of payroll checks

Program Deliverable	Deliverable Supporting Documentation	Submission Schedule
	electronic certified payroll system LCP Tracker.	
Annual Audit Monitoring Report	Exhibit G	Annually within 60 days after the end of the fiscal year
Financial and Compliance Audit	Audit, Management Letter, and Supporting Documentation	Annually; 9 months after FY end for Single Audit OR 180 days after FY end
Continued Use Certification	Continued Use Affidavit, if applicable	Annually, for five (5) years after Project Closeout
Capital Needs Assessment Plan	Plan approved by the COUNTY	Initial Plan due after construction completion. Annually throughout the continued use period

\*SUBRECIPIENT's Notice to Proceed may be withheld if procurement deliverables are not submitted in a timely manner, as stated in Section 1.2.C, Performance Deliverables. SUBRECIPIENT must submit to the COUNTY, for approval, all Change Orders required during the project. Failure to submit Change Orders in a timely manner, may result in delay or withholding of payment, as well as, a cease work order until all change orders have been reviewed and approved, at which time a new Notice to Proceed will be issued.

D. Payment Deliverables

Payment Deliverable	Payment Supporting Documentation	Submission Schedule
<p>Project Component 1: Construction Obtain appropriate permitting.</p> <p>Purchase, install remove and properly dispose of 7 doors and 59 exterior windows and replace with new insulated/impact glazing system doors and windows of like dimensions and in compliance with Florida Building Codes standards and local, state and federal building codes.</p> <p>Repair affected areas resulting from removal/installation by applying molding, patching interior drywall and sills, and repair exterior stucco walls and touch up paint.</p>	<p>Submission of supporting documents must be provided as backup along with pay requests (Exhibit B), as evidenced by AIA or similar document, canceled check and/or bank statements, copy of any permits, invoices and any other additional documentation as requested.</p> <p>The County will pay up to 90% of the total grant award or project costs, whichever is lower. The remaining 10% of the award or project costs will be released upon final monitoring clearance and meeting a National Objective. For clarity, the County will not withhold 10% on each payment request.</p>	<p>Within 5 calendar days after the end of each month.</p>

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The final 10 percent of award amount will be paid upon completion of final monitoring clearance and documentation of meeting the National Objective. SUBRECIPIENT'S failure to achieve the National Objective will require repayment of the CDBG-MIT investment under this Agreement.

### **1.3 PERIOD OF PERFORMANCE**

SUBRECIPIENT services shall begin on August 4, 2022 and shall end on August 3, 2026.

The County Manager or designee may extend the term of this Agreement for a period of up to 180 days after the end of the Agreement. Extensions must be authorized, in writing, by formal letter to the SUBRECIPIENT.

### **1.4 AGREEMENT AMOUNT**

The COUNTY agrees to make available TWO HUNDRED SIX THOUSAND, TWO HUNDRED AND FORTY DOLLARS AND 00 CENTS (\$206,240.00) for use by SUBRECIPIENT, during the term of the Agreement (hereinafter, shall be referred to as the Funds).

Modification to the Budget and Scope may only be made if approved in advance. Budgeted fund shifts among line items shall not be more than 10 percent of the total Funding amount and shall not signify a change in scope. Fund shifts that exceed 10 percent of the Agreement amount shall only be made with Board of County Commissioners (Board) approval.

The COUNTY shall reimburse SUBRECIPIENT for the performance of this Agreement upon completion or partial completion of the work tasks, as accepted and approved by CHS. SUBRECIPIENT may not request disbursement of CDBG-MIT Funds until Funds are needed for eligible costs; and all disbursement requests must be limited to the amount needed at the time of the request. SUBRECIPIENT may expend Funds only for allowable costs resulting from obligations incurred during the term of this Agreement. Invoices for work performed are required every month. If no work has been performed during the month, or if SUBRECIPIENT is not yet prepared to send the required backup, a \$0 invoice is required. Explanations will be required if two consecutive months of \$0 invoices are submitted. Payments shall be made to SUBRECIPIENT when requested as work progresses, but not more frequently than once per month. Reimbursement will not occur if SUBRECIPIENT fails to perform the minimum level of service required by this Agreement.

COUNTY will pay SUBRECIPIENT funds available under this Agreement based on information submitted by SUBRECIPIENT and consistent with any approved budget and COUNTY policy concerning payments. With the exception of certain advances, payments will be made for eligible expenses actually incurred by SUBRECIPIENT, and not to exceed actual cash requirements. Payments will be adjusted by CHS in accordance with advance fund and program income balances available in SUBRECIPIENT accounts. In addition, COUNTY reserves the right to liquidate funds available under this Agreement for costs incurred by COUNTY on behalf of SUBRECIPIENT.

Final invoices are due no later than 90 days after the end of the Agreement. Work performed during the term of the program but not invoiced within 90 days after the end of the Agreement may not be processed without written authorization from the Grant Coordinator.

CHS may withhold any pay request until approved by CHS for grant compliance and adherence to any and all applicable Local, State, or Federal requirements, including timely submission of Performance Deliverables contained in Section 1.2.C. **Late submission of deliverables or evidence of project inactivity may cause payment suspension of any open pay requests until the required deliverables are received or substantial project progression occurs, as determined by CHS.** Except where disputed for noncompliance, payment will be made upon receipt of a properly completed invoice, and in compliance with sections 218.70–218.80, Florida Statutes, otherwise known as the “Local Government Prompt Payment Act.”

## 1.5 COST PRINCIPLES

Payments to SUBRECIPIENT are governed by the Federal grant management rules for cost allowability, found at 2 CFR 200 Subpart E-Cost Principles. For the purposes of this section (Section 1.5-Cost Principles) of this Agreement, SUBRECIPIENT is defined as described in 2 CFR 200.93. Accordingly, payments will be made on a cost reimbursement basis. Each request for reimbursement shall identify the associated project and approved project task(s) listed under this Scope of Work. SUBRECIPIENT may only incur direct costs that may be attributed specifically to the project(s) referenced above, as defined in 2 CFR 200.413. SUBRECIPIENT must provide adequate documentation for validating costs incurred. Payments to SUBRECIPIENT’S contractors and vendors are conditioned upon compliance with the procurement requirements provided in 2 CFR 200.318–200.327. Allowable costs incurred by Subrecipients and Contractors shall comply with 2 CFR Subpart E-Cost Principles. The SUBRECIPIENT will use adequate internal controls and maintain necessary source documentation for all costs incurred and adhere to any other accounting requirements included in this Agreement.

## 1.6 NOTICES

Notices required by this Agreement shall be in writing and delivered via mail (postage prepaid), commercial courier, personal delivery, or sent by facsimile or other electronic means. Any notice delivered or sent as aforesaid shall be effective on the date of delivery or sending. All notices and other written communications under this Agreement shall be addressed to the individuals in the capacities indicated below, unless otherwise modified by subsequent written notice.

COLLIER COUNTY      ATTENTION: Maria Kantaras, Grant Coordinator  
 Collier County Government  
 Community and Human Services Division  
 3339 Tamiami Trail East, Suite 213  
 Naples, Florida 34112  
 Email: [maria.kantaras@colliercountyfl.gov](mailto:maria.kantaras@colliercountyfl.gov)  
 Telephone: (239) 252-6141

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SUBRECIPIENT

ATTENTION: Tami Raznoff, VP of Fiscal Affairs and CFO  
Collier Health Services, Inc. dba Healthcare Network  
1454 Madison Ave. W.  
Immokalee, Florida 34142  
Email: [traznoff@healthcareswfl.org](mailto:traznoff@healthcareswfl.org)  
Telephone: (239) 658-3001

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**PART II  
GRANT CONTROL  
REQUIREMENTS**

**2.1 AUDITS**

At any time during normal business hours and as often as the COUNTY (and/or its representatives) may deem necessary, SUBRECIPIENT shall make available for review, inspection, or audit all records, documentation, and any other data relating to all matters covered by the Agreement.

SUBRECIPIENT must fully clear any deficiencies noted in audit reports within 30 days after its receipt of the report. SUBRECIPIENT's failure to comply with the above audit requirements will constitute a violation of this Agreement and may result in the withholding of future payments. SUBRECIPIENT hereby agrees to obtain an annual agency audit conducted in accordance with current COUNTY policy concerning Subrecipient audits and 2 CFR 200.501

Federal Award amounts expended shall be determined in accordance with guidelines established by 2 CFR Part 200, Subpart F-Audit Requirements.

**2.2 RECORDS AND DOCUMENTATION**

SUBRECIPIENT shall maintain sufficient records, in accordance with 24 CFR 570.506, to determine compliance with the requirements of this Agreement, the CDBG Program, and all other applicable laws and regulations. This documentation shall include but is not limited to, the following:

- A. All records required by CDBG-MIT regulations.
- B. SUBRECIPIENT shall establish and maintain public records that ordinarily and necessarily would be required by the COUNTY in order to perform the service.
- C. SUBRECIPIENT shall make available to the COUNTY or CHS at any time upon request, all reports, plans, surveys, information, documents, maps, books, records, and other data procedures developed, prepared, assembled, or completed by SUBRECIPIENT for this Agreement. Materials identified in the previous sentence shall be in accordance with generally accepted accounting principles (GAAP), procedures, and practices, which sufficiently and properly reflect all revenues and expenditures of Funds provided directly or indirectly by this Agreement, including matching funds and Program Income. These records shall be maintained to the extent of such detail to properly reflect all net costs, direct and indirect labor, materials, equipment, supplies and services, and other costs and expenses of whatever nature for which reimbursement is claimed under the provisions of this Agreement.

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D. Upon completion of all work contemplated under this Agreement, copies of all documents and records relating to this Agreement shall be surrendered to CHS, if requested. In any event, SUBRECIPIENT shall keep all documents and records in an orderly fashion, and in a readily accessible, permanent, and secured location for six (6) state fiscal years after final closeout of this Agreement (all reporting requirements are satisfied and final payments have been received), as prescribed in 2 CFR 200.334, 24 CFR 570.493, and 24 CFR 570.502(a)(7)(ii). However, if any litigation, claim, or audit is started before the expiration date of the six (6) year period, the records will be maintained until all litigation, claim, or audit findings involving these records are resolved. If SUBRECIPIENT ceases to exist after the closeout of this Agreement, it shall notify the COUNTY in writing, of the address where the records are to be kept, as outlined in 2 CFR 200.337. SUBRECIPIENT shall meet all requirements for retaining public records and transfer, at no cost to COUNTY, all public records in SUBRECIPIENT'S possession upon termination of the Agreement, and destroy any duplicate, exempt, or confidential public records that are released from public records disclosure requirements. All records stored electronically must be provided to the COUNTY in a format that is compatible with the COUNTY'S information technology systems.

**IF SUBRECIPIENT HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO SUBRECIPIENT'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, IT SHALL CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT 239-252-2679, [Michael.Brownlee@colliercountyfl.gov](mailto:Michael.Brownlee@colliercountyfl.gov), 3299 Tamiami Trail E, Naples FL 34112.**

E. SUBRECIPIENT shall maintain records showing compliance with the Davis-Bacon Act of 1931, including files containing contractor payrolls, employee interviews, Davis-Bacon wage rates, and administrative cross-referencing. SUBRECIPIENT shall maintain records showing contractor compliance with the Contract Work Hours and Work Safety Law. Similarly, SUBRECIPIENT shall maintain records showing compliance with Federal purchasing requirements and other Federal requirements for grant implementation.

F. SUBRECIPIENT is responsible for the creation and maintenance of income eligible files on clients served, and documentation that all households are eligible under HUD Income Guidelines. SUBRECIPIENT agrees that CHS shall be the final arbiter on the SUBRECIPIENT'S compliance.

G. SUBRECIPIENT shall document how it complied with the National Objective(s), as defined in 24 CFR 570.208, and the eligibility requirement(s) under which funding was received. This includes special requirements, such as necessary and appropriate

determinations as defined in 24 CFR 570.208, income certification, and written agreements with beneficiaries, where applicable.

- H. SUBRECIPIENT shall provide the public with access to public records on the same terms and conditions that the COUNTY would provide the records, and at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes or as otherwise provided by law. SUBRECIPIENT shall ensure that exempt or confidential public records that are released from public records disclosure requirements are not disclosed, except as authorized by 2 CFR 200.337 and 2 CFR 200.338.

### **2.3 MONITORING**

During the term of this Agreement, SUBRECIPIENT shall submit to the COUNTY an Annual Audit Monitoring report (Exhibit F) no later than 60 days after SUBRECIPIENT'S fiscal year end. In addition, SUBRECIPIENT shall submit to the COUNTY a Single Audit report, Management Letter, and supporting documentation nine (9) months (or one hundred eighty (180) days for Subrecipients exempt from Single Audit) after the SUBRECIPIENT'S fiscal year end. The COUNTY will conduct an annual financial and programmatic review.

SUBRECIPIENT agrees that CHS may carry out no fewer than one (1) annual on-site monitoring visit and evaluation activities, as determined necessary. At the COUNTY'S discretion, a desktop review of the activities may be conducted in lieu of an on-site visit. The continuation of this Agreement is dependent upon satisfactory evaluations. Upon request by CHS, SUBRECIPIENT shall submit information and status reports required by CHS or DEO, to enable CHS to evaluate said progress and allow for completion of required reports. SUBRECIPIENT shall cooperate with any inspections, reviews, investigations, or audits deemed necessary by CHS, DEO, Chief Financial Officer (CFO), or Auditor General. Such inspections, reviews, investigations, or audits may be scheduled or unscheduled, as determined by CHS or DEO.

COUNTY will monitor SUBRECIPIENT'S performance in an attempt to mitigate fraud, waste, abuse, or non-performance, based on goals and performance standards as stated with all other applicable laws, regulations, and policies governing the funds provided under this Agreement, further defined by 2 CFR 200.332. Substandard performance, as determined by CHS, will constitute noncompliance with this Agreement. If corrective action is not taken by SUBRECIPIENT within a reasonable time period after being notified by CHS, Agreement suspension or termination procedures will be initiated. SUBRECIPIENT agrees to provide DEO or its designee, CFO, Auditor General, HUD, the HUD Office of Inspector General, the General Accounting Office, the COUNTY, or the COUNTY'S internal auditor(s) access to all records related to performance of activities in this Agreement.

### **2.4 PREVENTION OF FRAUD, WASTE, AND ABUSE**

SUBRECIPIENT shall establish, maintain, and utilize internal control systems and procedures necessary to prevent, detect, and correct incidents of fraud, waste, and abuse in the performance of

this Agreement, and to provide proper and effective management of all Program and Fiscal activities of the Agreement. SUBRECIPIENT'S internal control systems and all transactions and other significant events shall be clearly documented, and the documentation shall be readily available for monitoring by COUNTY.

SUBRECIPIENT shall provide COUNTY with complete access to all of its records, employees, and agents for the purpose of monitoring or investigating the performance of this Agreement. SUBRECIPIENT shall fully cooperate with COUNTY's efforts to detect, investigate, and prevent fraud, waste, and abuse.

SUBRECIPIENT may not discriminate against any employee or other person who reports a violation of the terms of this Agreement or any law or regulation to the COUNTY, or any appropriate law enforcement authority, if the report is made in good faith.

**2.5 CORRECTIVE ACTION**

Corrective action plans may be required for noncompliance, nonperformance, or unacceptable performance under this Agreement. Penalties may be imposed for failure to implement or to make acceptable progress on such corrective action plans.

To effectively enforce COUNTY Resolution No. 2013-228, CHS has adopted an escalation policy to ensure continued compliance by Subrecipients, Developers, or any entity receiving grant funds from CHS. The escalation policy for noncompliance is as follows:

1. Initial noncompliance may result in the COUNTY issuing Findings or Concerns to SUBRECIPIENT, which requires SUBRECIPIENT to submit a corrective action plan to CHS within 10 business days following issuance of the report.
  - Any pay requests that have been submitted to CHS for payment will be held until the corrective action plan has been submitted.
  - CHS will be available to provide Technical Assistance (TA) to SUBRECIPIENT, as needed, in order to correct the noncompliance issue.
2. If SUBRECIPIENT fails to submit the corrective action plan to CHS in a timely manner, the COUNTY may require a portion of the awarded grant funds to be returned to the COUNTY.
  - CHS may require SUBRECIPIENT to return upwards of 5 percent of the award amount to the COUNTY, at the discretion of the Board.
  - SUBRECIPIENT may be denied future consideration, as set forth in Resolution No. 2013-228.

3. If SUBRECIPIENT remains noncompliant or repeats an issue that was previously corrected and has been informed by CHS of their substantial noncompliance by certified mail, CHS may require a portion of the awarded grant amount or the amount of the CDBG-MIT investment for acquisition of the properties conveyed, to be returned to the COUNTY.
  - CHS may require SUBRECIPIENT to return upwards of 10 percent of the award amount to the COUNTY, at the discretion of the Board.
  - SUBRECIPIENT will be considered in violation of Resolution No. 2013-228.
4. If after repeated notification, SUBRECIPIENT continues to be substantially noncompliant, CHS may recommend termination of the Agreement or award.
  - CHS will make a recommendation to the Board to immediately terminate the Agreement. SUBRECIPIENT will be required to repay all Funds disbursed by CHS for the terminated project. This includes the amount invested by the COUNTY for the initial acquisition of properties or other activities.
  - SUBRECIPIENT will be considered in violation of Resolution No. 2013-228.

If SUBRECIPIENT has multiple agreements with the COUNTY, and is found to be noncompliant, the above sanctions may be imposed across all awards at the Board's discretion.

## 2.6 REPORTS

Reimbursement may be contingent upon the timely receipt of complete and accurate reports required by this Agreement, and on the resolution of monitoring findings identified pursuant to this Agreement, as deemed necessary by the County Manager or designee. **Reports showing lack of project activity may result in withholding of payment or issuance of a Notice of Noncompliance.**

During the term of this Agreement, SUBRECIPIENT shall submit monthly and quarterly progress reports to the COUNTY on the 5<sup>th</sup> day of every month (Monthly report) for the prior month, and the 5<sup>th</sup> day of Jan/April/July/October for the prior quarter end. The progress reports include but are not limited to, accomplishments within past month/quarter, issues or risks with resolutions, and projected activities to be completed within the following month/quarter. Exhibit E, Monthly-Quarterly Report, should be used to fulfill this requirement. Other reporting requirements may be required by the County Manager or designee if the Program changes, the need for additional information or documentation arises, or if legislative amendments are enacted. Reports and/or requested documentation not received by the due date shall be considered delinquent and may be cause for default and termination of this Agreement.

**PART III  
TERMS AND CONDITIONS**

**3.1 SUBCONTRACTS**

No part of this Agreement may be assigned or subcontracted without the written consent of the COUNTY, which consent, if given at all, shall be at the COUNTY'S sole discretion and judgment. SUBRECIPIENT shall cause all of the provisions of this Agreement in its entirety to be included in and made a part of any subcontract executed in the performance of this Agreement.

**3.2 GENERAL COMPLIANCE**

SUBRECIPIENT agrees to comply with the requirements of Title 24 of the Code of Federal Regulations, Part 570 (the U.S. Housing and Urban Development regulations concerning Community Development Block Grants), including subpart K of these regulations, except that (1) SUBRECIPIENT does not assume the COUNTY'S environmental responsibilities described in 24 CFR 570.604; (2) SUBRECIPIENT does not assume the COUNTY'S responsibility for initiating the review process under the provisions of 24 CFR Part 52; (3) SUBRECIPIENT is required to follow the Federal procurement process; and (4) for Developers, revenue generated is not considered program income. The CDBG-MIT program was funded through the Housing and Community Development Act of 1974. SUBRECIPIENT also agrees to comply with all other applicable laws, regulations, and policies governing the funds provided under this Agreement. The SUBRECIPIENT further agrees to utilize funds available under this Agreement to supplement rather than supplant funds otherwise available.

SUBRECIPIENT is prohibited from using Funds provided herein, or personnel employed in the administration of the program for political activities, inherently religious activities, lobbying, political patronage, and nepotism activities.

**3.3 INDEPENDENT CONTRACTOR**

Nothing contained in this Agreement is intended to, or shall be construed in any manner, as creating or establishing the relationship of employer/employee between the parties. SUBRECIPIENT shall always remain an "independent contractor" with respect to the services to be performed under this Agreement. The COUNTY shall be exempt from payment of all Unemployment Compensation, FICA, retirement, life and/or medical insurance, and Workers' Compensation Insurance, as the SUBRECIPIENT is independent from the COUNTY.

**3.4 AMENDMENTS**

The COUNTY or SUBRECIPIENT may amend this Agreement, at any time, provided that such amendments make specific reference to this Agreement, are executed in writing, signed by a duly authorized representative of each organization, and approved by the COUNTY'S Board. Such

amendments shall not invalidate this Agreement, nor relieve or release the COUNTY or SUBRECIPIENT from its obligations under this Agreement.

The COUNTY may, in its discretion, amend this Agreement to conform with Federal, State, or Local governmental guidelines, policies, available funding amounts, or for other reasons. If such amendments result in a change in the funding, scope of services, or schedule of the activities to be undertaken as part of this Agreement, such modifications will be incorporated only by written amendment, signed by both COUNTY and SUBRECIPIENT.

### **3.5 AVAILABILITY OF FUNDS**

The parties acknowledge that the Funds originate from DEO CDBG-MIT grant Funds and must be implemented in full compliance with all of DEO's rules and regulations and any agreement between COUNTY and DEO governing the CDBG-MIT Funds pertaining to this Agreement. In the event of curtailment or non-production of said Federal Funds, or the reduction of Funds awarded by DEO to the COUNTY, to a level that the County Manager determines to be insufficient to adequately administer the project, the financial resources necessary to continue to pay SUBRECIPIENT all or any portion of the Funds will not be available. In either event, the COUNTY may terminate this Agreement, which shall be effective as of the date that it is determined by the County Manager or designee, in his/her sole discretion and judgment, that the Funds are no longer available. In the event of such termination, SUBRECIPIENT agrees that it will not look to, nor seek to hold the COUNTY, nor any individual member of the County Commissioners and/or County Administration, personally liable for the performance of this Agreement, and the COUNTY shall be released from any further liability to SUBRECIPIENT under the terms of this Agreement.

### **3.6 INDEMNIFICATION**

To the maximum extent permitted by Florida law, SUBRECIPIENT shall indemnify and hold harmless the COUNTY, its officers, agents, and employees from any and all claims, liabilities, damages, losses, costs, and causes of action, which may arise out of an act or omission including but not limited to, reasonable attorneys' and paralegals' fees, to the extent caused by the negligence, recklessness, or intentionally wrongful conduct of the SUBRECIPIENT or any of its agents, officers, servants, employees, contractors, patrons, guests, clients, licensees, invitees, or any persons acting under the direction, control, or supervision of SUBRECIPIENT in the performance of this Agreement. This indemnification obligation shall not be construed to negate, abridge, or reduce any other rights or remedies, which otherwise may be available to an indemnified party or person described in this paragraph. SUBRECIPIENT shall pay all claims and losses of any nature whatsoever in connection therewith, shall defend all suits in the name of the COUNTY, and shall pay all costs (including attorney's fees) and judgments which may issue there-on. This Indemnification shall survive the termination and/or expiration of this Agreement. This section does not pertain to any incident arising from the sole negligence of COUNTY. The foregoing indemnification shall not constitute a waiver of sovereign immunity beyond the limits set forth in section 768.28, Florida Statutes. This section shall survive the expiration or termination of this Agreement.

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**3.7 GRANTEE RECOGNITION/SPONSORSHIPS**

SUBRECIPIENT agrees that all notices, informational pamphlets, press releases, advertisements, descriptions of program sponsorships, research reports, and similar public notices, whether printed or digitally prepared and released by SUBRECIPIENT for, on behalf of, and/or about the Program shall include the statement:

**“FINANCED IN PART BY U.S. DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT (HUD), FLORIDA DEPARTMENT OF ECONOMIC OPPORTUNITY (DEO), AND COLLIER COUNTY COMMUNITY AND HUMAN SERVICES DIVISION (CHS)”**

and shall appear in the same size letters or type as the name of the SUBRECIPIENT. This design concept is intended to disseminate key information to the general public regarding the development team as well as Equal Housing Opportunity. Construction signs shall comply with applicable COUNTY codes. If this Agreement results in any copyrightable material or inventions, CHS and/or the COUNTY reserves the right to royalty-free, non-exclusive, and irrevocable license to reproduce, publish, or otherwise use, and to authorize others to use the work or materials for governmental purposes.

**3.8 DEFAULTS, REMEDIES, AND TERMINATION**

In accordance with 2 CFR 200.341, this Agreement may be terminated for convenience by either the COUNTY or SUBRECIPIENT, in whole or in part, by setting forth the reasons for such termination, the effective date, and in the case of partial terminations, the portion to be terminated. However, in the case of a partial termination, if the COUNTY determines that the remaining portion of the award will not accomplish the purpose for which the award was made, the COUNTY may terminate the award in its entirety. This Agreement may also be terminated by the COUNTY, if the award no longer effectuates the program goals or grantor agency priorities.

The following actions or inactions by SUBRECIPIENT shall constitute a Default under this Agreement, in compliance with 2 CFR 200, Appendix II (A):

- A. Failure to comply with any of the rules, regulations, or provisions referred to herein; or such statutes, regulations, executive orders, and DEO guidelines, policies, or directives as may become applicable at any time.
- B. Failure, for any reason, to fulfill its obligations under this Agreement in a timely and proper manner.
- C. Ineffective or improper use of Funds provided under this Agreement.
- D. Submission of reports to the COUNTY that are incorrect or incomplete in any material respect.

- E. Submission of any false certification.
- F. Failure to materially comply with any terms of this Agreement.
- G. Failure to materially comply with the terms of any other agreement between the COUNTY and SUBRECIPIENT relating to the project.

In the event of any default by SUBRECIPIENT under this Agreement, the COUNTY may seek any combination of one or more of the following remedies, in compliance with 2 CFR 200, Appendix II (B):

- A. Require specific performance of the Agreement in whole or in part.
- B. Require the use of, or change in, professional property management, if applicable.
- C. Require SUBRECIPIENT to immediately repay to the COUNTY all CDBG-MIT Funds received under this Agreement.
- D. Apply sanctions, if COUNTY determines them to be applicable.
- E. Stop all payments until identified deficiencies are corrected.
- F. Terminate this Agreement by giving written notice to SUBRECIPIENT specifying the effective date of such termination. If the Agreement is terminated by the COUNTY, as provided herein, SUBRECIPIENT shall have no claim of payment or benefit for any incomplete project activities undertaken under this Agreement.

### **3.9 SUSPENSION AND DEBARMENT**

SUBRECIPIENT certifies that neither it, nor its principals, are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by a Federal Department or agency; and that the SUBRECIPIENT shall not knowingly enter into any lower tier contract, or other covered transaction, as outlined in Executive Orders 12549 (1986) and 12689 (1989), Suspension and Debarment, and 2 CFR 200.214, as further detailed in Section 4.18.

### **3.10 REVERSION OF ASSETS**

In the event of Agreement termination, and in addition to any and all other remedies available to the COUNTY (whether under this Agreement, at law, or in equity), SUBRECIPIENT shall, at the time of termination (or expiration), immediately transfer to the COUNTY any property on hand and any accounts receivable attributable to the use of CDBG-MIT Funds, per 24 CFR 570.503(b)(7).

The COUNTY'S receipt of any Funds on hand at the time of termination shall not waive the COUNTY'S right (nor excuse SUBRECIPIENT'S obligation) to recoup all or any portion of the Funds or property, as the COUNTY may deem necessary. Regulations regarding real property are subject to 2 CFR 200.311 and as otherwise provided at 24 CFR 570.503(b)(7).

**3.11 INSURANCE**

SUBRECIPIENT shall not commence any work and/or services pursuant to this Agreement until all required insurance, as outlined in Exhibit A and 2 CFR 200.310, has been obtained. Said insurance shall be carried continuously during SUBRECIPIENT'S performance under the Agreement.

**3.12 ADMINISTRATIVE REQUIREMENTS**

SUBRECIPIENT agrees to perform the Scope of Work in compliance with the Grant Budget and the Scope of Work (Part I), the Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards (2 CFR 200 et seq.), and the Federal Regulations for the Community Development Block Grant-Mitigation Program (24 CFR 570 et seq.).

**3.13 PURCHASING**

SUBRECIPIENT is required to follow Federal Procurement standards (2 CFR 200.317 through 200.327) and Collier County's Procurement Ordinance #2017-08, as amended. Current purchasing thresholds are:

Range:	Competition Required
\$0 - \$50,000	3 Written Quotes
\$50,001+	Formal Solicitation (ITB, RFP, etc.)

All improvements specified in Part I Scope of Work shall be performed by SUBRECIPIENT employees, or put out to competitive bidding, under a procedure acceptable to COUNTY and Federal requirements. SUBRECIPIENT shall enter into contracts with the lowest, responsible, and qualified bidder. SUBRECIPIENT shall manage contract administration, and CHS shall monitor the administration. CHS shall have access to all records and documents related to the Project.

In accordance with 2 CFR 200.322, to the greatest extent practicable, SUBRECIPIENT shall provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States.

In accordance with 2 CFR 200.323, SUBRECIPIENT shall procure items that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of completion, per 2 CFR 200, Appendix II (J) and 2 CFR 200.323.

### 3.14 PROGRAM GENERATED INCOME

No Program Income is anticipated. However, if Program Income is derived from the use of CDBG-MIT funds disbursed under this Agreement, such Program Income shall be utilized by the SUBRECIPIENT only for CDBG-MIT-eligible activities approved by the COUNTY. Any Program Income (as such term is defined under applicable Federal regulations) gained from any SUBRECIPIENT activity funded by CDBG-MIT Funds shall be reported to the COUNTY through an annual Program Income Re-use Plan, utilized by the SUBRECIPIENT accordingly, and shall comply with 2 CFR 200.307, 24 CFR part 570.489, 570.500, and 24 CFR 570.504 in the operation of the Program. **When Program Income is generated by an activity that is only partially assisted by CDBG-MIT Funds, the income shall be prorated to reflect the percentage of CDBG-MIT Funds used.** If there is a Program Income balance at the end of the Program Year, such balance shall revert to the COUNTY's Community Block Grant-MIT Program, for further reallocation.

- 3.15 **Public Facilities and Improvements:** Public facilities that are acquired, constructed, rehabilitated, or otherwise improved with CDBG-MIT Funds are subject to this requirement. This includes parks, libraries, community centers, and any other facility whose primary purpose is a public one. For these facilities, Program Income is the income generated by the use of the facility, less operating costs associated with generating the income. The COUNTY considers utilities, property insurance, and facility maintenance to be operating costs that should be subtracted from revenue to determine net program income. For each funded project, the SUBRECIPIENT must submit a list of proposed costs incidental to the generation of program income to the COUNTY for approval.

Additionally, real property under the SUBRECIPIENT'S control that was acquired or improved, in whole or in part, with CDBG-MIT Funds shall be used to meet one of the CDBG-MIT National Objectives, pursuant to 24 CFR 570.208, during the continued use period as referenced in section 3.16 (Grant Closeout Procedures) of this Agreement. If SUBRECIPIENT sells, transfers, disposes of, or otherwise fails to continue to use the CDBG-MIT assisted real property in a manner that meets a CDBG-MIT National Objective, SUBRECIPIENT shall pay the COUNTY an amount equal to a percentage of the current fair market value of the property, after subtracting disposal costs. The basis for such percentage shall be the percentage of the appraised value attributable to CDBG-MIT and non-CDBG-MIT Funds expended for the original acquisition of, or improvement to, the property under the terms of this Agreement. Such payment shall constitute program income to the COUNTY.

### 3.16 GRANT CLOSEOUT PROCEDURES

SUBRECIPIENT'S obligation to the COUNTY shall not end until all closeout requirements are completed. SUBRECIPIENT may close out the project with the COUNTY after the five (5) year continued use period has been met. The continued use period shall commence with the latter of the SUBRECIPIENT meeting the National Objective or the recording of lien and/or deed restriction documentation. Activities during this closeout period shall include but are not limited to making final payments; disposing of program assets (including the return of all unused materials,

equipment, program income balances, and receivable accounts to the COUNTY); and determining the custodianship of records. Notwithstanding the foregoing, the terms of this Agreement shall remain in effect during any period that SUBRECIPIENT has control over CDBG-MIT funds, including program income. In addition to the records retention outlined in section 2.2 (Records and Documentation) of this Agreement, SUBRECIPIENT shall comply with section 119.021, Florida Statutes, regarding records maintenance, preservation, and retention. A conflict between State and Federal records retention requirements will result in the more stringent law being applied, such that the record must be held for the longer duration. Any balance of unobligated Funds that have been advanced or paid must be returned to the COUNTY. Any Funds paid exceeding the amount SUBRECIPIENT is entitled to under the terms and conditions of this Agreement must be refunded to the COUNTY. SUBRECIPIENT shall also produce records and information complying with section 215.97, Florida Statutes, the Florida Single Audit Act. Closeout procedures must take place in accordance with 2 CFR 200.344.

### **3.17 OPPORTUNITIES FOR RESIDENTS AND CIVIL RIGHTS COMPLIANCE**

SUBRECIPIENT agrees that no person shall be excluded from the benefits of, or be subjected to, discrimination under any activity carried out by the performance of this Agreement based on race, color, disability, national origin, religion, age, familial status, or sex. Upon receipt of evidence of such discrimination, the COUNTY shall have the right to terminate this Agreement.

To the greatest extent feasible, lower-income residents of the project areas shall be given opportunities for training and employment. Also, to the greatest extent practicable, eligible business concerns located in or owned in substantial part by persons residing in the project areas shall be awarded contracts in connection with the project. SUBRECIPIENT shall comply with Section 3 of the Housing and Community Development Act of 1968.

### **3.18 OPPORTUNITIES FOR SMALL AND MINORITY/WOMEN OWNED BUSINESS ENTERPRISES**

SUBRECIPIENT will use its best efforts to afford small businesses and minority and women's business enterprises the maximum practicable opportunity to participate in the performance of this Agreement. As used in this Agreement, the term "small business" means a business that meets the criteria set forth in section 3(a) of the Small Business Act, as amended (15 U.S.C. 632); and "minority and women's business enterprise" means a business that is at least 51 percent owned and controlled by minority group members or women. For the purpose of this definition, "minority group members" are Black Americans, Hispanic Americans, Asian/Pacific Americans, Native Americans, and Hasidic Jews. SUBRECIPIENT may rely on written representations by businesses regarding their status as minority and women's business enterprises, in lieu of an independent investigation.

### **3.19 PROGRAM BENEFICIARIES**

If the Agreement is meeting a National Objective through an LMI strategy, at least 51 percent of the beneficiaries of a project funded through this Agreement must be low- and moderate-income persons or presumed to be low- to moderate-income persons based on applicable regulation. Determination of income eligibility is based on the annual income of the family or household. This Agreement conforms to the definition of Annual Income, per 24 CFR 570.3(1)(i), where Annual income is defined under the Section 8 Housing Assistance Payments. Details for calculating the Annual Income are contained in 24 CFR 5.609, with practical instructions contained in HUD Handbook 4350.3, Chapter 5.

If the project is located in an entitlement city, as defined by HUD, or serves beneficiaries countywide, more than 30 percent of the beneficiaries directly assisted under this Agreement must reside in unincorporated Collier County or in municipalities participating in the COUNTY's Urban County Qualification Program.

### **3.20 DUPLICATION OF BENEFITS**

SUBRECIPIENT shall not carry out any of the activities under this Agreement in a manner that results in a prohibited duplication of benefits as defined by Section 312 of the Robert T. Stafford Disaster Relief and Emergency Assistance Act of 1974 (42 USC 5155) and described in Appropriations Acts. SUBRECIPIENT must comply with DEO's and HUD's requirements for duplication of benefits, as described in the Federal Register and HUD guidance (including HUD training materials). SUBRECIPIENT shall carry out the activities under this Agreement in compliance with DEO's procedures to prevent duplication of benefits.

### **3.21 AFFIRMATIVE ACTION**

SUBRECIPIENT agrees that it is committed to carrying out an Affirmative Action Program pursuant to the COUNTY'S specifications, in keeping with the principles as provided in President's Executive Order 11246 of September 24, 1966. Prior to the award of Funds, SUBRECIPIENT shall submit to the COUNTY for approval a plan for an Affirmative Action Program. The Affirmative Action Program must be updated throughout the continued use period and submitted to the COUNTY within 60 days of any update/modification. SUBRECIPIENT will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, a notice to be provided by the agency contracting officer, advising the labor union or worker's representative of SUBRECIPIENT'S commitments hereunder, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

### **3.22 CONFLICT OF INTEREST**

SUBRECIPIENT covenants that no person under its employ, who presently exercises any functions or responsibilities in connection with the Project, has any personal financial interest, direct or

indirect, in the Project areas or any parcels therein, which would conflict in any manner or degree with the performance of this Agreement; and that no person having any conflict of interest shall be employed or subcontracted by SUBRECIPIENT. The SUBRECIPIENT covenants that it will comply with all provisions of 24 CFR 570.611 "Conflict of Interest," 2 CFR 200.318, and the State and County statutes, regulations, ordinances, or resolutions governing conflicts of interest.

SUBRECIPIENT will notify the COUNTY in writing, and seek COUNTY approval prior to entering into any contract with an entity owned in whole or in part by a covered person, or an entity owned or controlled in whole or in part by SUBRECIPIENT. The COUNTY may review the proposed contract to ensure that the contractor is qualified, and the costs are reasonable. Approval of an identity of interest contract will be in the COUNTY's sole discretion. This provision is not intended to limit SUBRECIPIENT'S ability to self-manage the projects using its own employees.

Any possible conflict of interest on the part of SUBRECIPIENT, its employees, or its contractors shall be disclosed to CHS in writing, provided however, that this paragraph shall be interpreted in such a manner so as not to unreasonably impede the statutory requirement that maximum opportunity be provided for employment of and participation of low- and moderate-income residents of the project target area.

### **3.23 BYRD ANTI-LOBBYING AMENDMENT**

Each tier certifies that the tier above it will not, and has not, used Federally appropriated Funds to pay any person or organization for influencing or attempting to influence the award of Federal Funds, as covered by 31 USC 1352, and more fully described in Section 4.57 of this Agreement. Contractors who apply or bid for an award of \$100,000 or more shall file the required certification. No Funds or other resources received from DEO under this Agreement may be used directly or indirectly to influence legislation or any other official action by the Florida Legislature or any state agency.

### **3.24 RELIGIOUS ORGANIZATIONS**

CDBG-MIT Funds may be used by religious organizations or on property owned by religious organizations only in accordance with requirements set in Section 24 CFR 570.200(j). SUBRECIPIENT shall comply with First Amendment Church/State principles as follows:

- A. It will not discriminate against any employee or applicant for employment and will not limit employment or give preference in employment to persons based on religion.
- B. It will not discriminate against any person applying for public services and will not limit such services or give preference to persons based on religion.
- C. It will retain its independence from Federal, State, and Local governments and may continue to carry out its mission, including the definition, practice, and expression of its

religious beliefs, provided it does not use direct CDBG-MIT Funds to support any inherently religious activities, such as worship, religious instruction, or proselytizing.

- D. The Funds shall not be used for the acquisition, construction, or rehabilitation of structures to the extent that those structures are used for inherently religious activities. Where a structure is used for both eligible and inherently religious activities, CDBG-MIT Funds may not exceed the cost of those portions of the acquisition, construction, or rehabilitation that are attributable to eligible activities, in accordance with the cost accounting requirements applicable to CDBG-MIT Funds in this part. Sanctuaries, chapels, or other rooms that a CDBG-MIT funded religious congregation uses as its principal place of worship, however, are ineligible for CDBG-MIT funded improvements.

**3.25 INCIDENT REPORTING**

If SUBRECIPIENT provides services to clients under this Agreement, SUBRECIPIENT and any subcontractors shall report to the COUNTY, knowledge or reasonable suspicion of abuse, neglect, or exploitation of a child, aged person, or disabled person.

**3.26 SEVERABILITY**

Should any provision of this Agreement be determined unenforceable or invalid, such determination shall not affect the validity or enforceability of any other section or part thereof.

**3.27 MISCELLANEOUS**

SUBRECIPIENT and COUNTY each binds itself, its partners, successors, legal representatives, and assigns of such other party in respect to all covenants of this Agreement.

SUBRECIPIENT represents and warrants that the financial data, reports, and other information it furnished to the COUNTY regarding the Project are accurate and complete, and financial disclosures fairly represent the financial position of SUBRECIPIENT.

SUBRECIPIENT understands that client information collected under this Agreement is private and the use or disclosure of such information, when not directly connected with the administration of the COUNTY'S or SUBRECIPIENT'S responsibilities with respect to services provided under this Agreement, is prohibited unless written consent is obtained from such person receiving service and, in case of a minor, that of responsible parent/guardian.

SUBRECIPIENT certifies that it has the legal authority to receive the funds under this Agreement and its governing body has authorized the execution and acceptance of this Agreement. SUBRECIPIENT also certifies that the undersigned person has the authority to legally execute and bind SUBRECIPIENT to the terms of this Agreement.

The Grant Documents shall be construed in accordance with and governed by the laws of the State of Florida, without giving effect to its provisions regarding choice of laws.

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All activities authorized by this Agreement shall be subject to and performed in accordance with the provisions of the terms and conditions of the Agreement between the COUNTY, the Regulations, all applicable Federal, State, and Municipal laws, ordinances, regulations, orders, and guidelines, including but not limited to any applicable regulations issued by CHS.

Electronic Signatures. This Agreement, and related documents entered into in connection with this Agreement, are signed when a party's signature is delivered by facsimile, e-mail, or any other electronic medium. These signatures must be treated in all respects as having the same force and effect as original signatures.

**3.28 WAIVER**

The COUNTY'S failure to act with respect to a breach by SUBRECIPIENT does not waive its right to act with respect to subsequent or similar breaches. The COUNTY'S failure to exercise or enforce any right or provision shall not constitute a waiver of such right or provision.

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**PART IV  
GENERAL PROVISIONS**

- 4.1 24 CFR 570 as amended- All the regulations regarding the CDBG program [https://www.ecfr.gov/cgi-bin/text-idx?tpl=/ecfrbrowse/Title24/24cfr570\\_main\\_02.tpl](https://www.ecfr.gov/cgi-bin/text-idx?tpl=/ecfrbrowse/Title24/24cfr570_main_02.tpl)
- 4.2 State of Florida Requirements stated throughout the Agreement
- 4.3 Hatch Act: The SUBRECIPIENT shall comply with the Hatch Act, 5 USC 1501-1508 and shall ensure that no funds provided, nor personnel employed under this Agreement, shall be in any way or to any extent engaged in the conduct of political activities in violation of Chapter 15 Title V of the USC Federal Register: Political Activity-State or Local Officers or Employees; Federal Employees Residing in Designated Localities; Federal Employees
- 4.4 24 CFR 58 - The regulations prescribing the Environmental Review procedure. <https://www.ecfr.gov/cgi-bin/text-idx?SID=1acdb92f3b05c3f285dd76c26d14f54e&mc=true&node=pt24.1.58&rgn=div5>
- Resource Conservation and Recovery Act (RCRA). Under RCRA codified at 42 USC 6962, state and local institutions of higher education, hospitals, and non-profit organizations that receive direct Federal awards or other Federal Funds shall give preference in their procurement programs funded with Federal funds to the purchase of recycled products pursuant to the EPA guidelines [Summary of the Resource Conservation and Recovery Act | US EPA](#)
- 4.5 Section 104(d) and Section 109 of Title I of the Housing and Community Development Act of 1974 as amended [Section 109 of the HCD Act of 1974 | HUD.gov / U.S. Department of Housing and Urban Development \(HUD\)](#)  
[Section 104\(d\) of the Housing and Community Development Act of 1974, as amended \(see 42 USC 5304\(d\)\) - HUD Exchange](#)
- 4.6 The Fair Housing Act (42 U.S.C. 3601-20) Reasonable Accommodations Under the Fair Housing Act. [https://www.hud.gov/sites/documents/DOC\\_7771.PDF](https://www.hud.gov/sites/documents/DOC_7771.PDF)  
<https://www.justice.gov/crt/fair-housing-act-1>  
Executive Order 11063 – Equal Opportunity in Housing <https://www.archives.gov/federal-register/codification/executive-order/11063.html>  
Executive Order 11259 - Leadership & Coordination of Fair Housing in Federal Programs <https://www.archives.gov/federal-register/codification/executive-order/12259.html>  
24 CFR Part 107 - Non- Discrimination and Equal Opportunity in Housing under E.O. <https://www.law.cornell.edu/cfr/text/24/part-107>
- 4.7 Title VI of the Civil Rights Act of 1964 as amended, Title VIII of the Civil Rights Act of 1968, as amended <https://www.hud.gov/programdescription/title6>  
This Agreement is subject to 24 CFR 570.601 and 570.602. In regard to the sale, lease, or other transfer of land acquired, cleared, or improved with assistance provided under this Agreement,

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SUBRECIPIENT shall cause or require a covenant running with the land to be inserted in the deed or lease of such transfer, prohibiting discrimination herein as defined, in the sale, lease, or rental, or in the use or occupancy of such land, or in any improvements erected or to be erected thereon, providing that the COUNTY and the United States are beneficiaries of and entitled to enforce such covenants. SUBRECIPIENT, in undertaking its obligation to carry out the program assisted hereunder, agrees to take such measures as are necessary to enforce such covenant, and will not itself so discriminate.

- 4.8 Title IX of the Education Amendments of 1972, as amended, 20 USC 1681, which prohibits discrimination on the basis of sex in educational programs  
[Title IX Of The Education Amendments Of 1972 \(justice.gov\)](#)
- 4.9 The Temporary Assistance for Needy Families Program (TANF) 45 CFR Parts 260-265, the Social Services Block Grant 42 ISC 1397d and other applicable federal regulations and policies promulgated thereunder.  
[Temporary Assistance for Needy Families | Benefits.gov](#)  
[eCFR :: 45 CFR Part 260 -- General Temporary Assistance for Needy Families \(TANF\) Provisions](#)
- 4.10 The Pro-Children Act: Contractor agrees to comply with the Pro-Children Act of 1994, 20 USC 6083.  
[Pro-Children Act Of 1994 | Legislation | US Encyclopedia of law \(lawi.us\)](#)
- 4.11 Public Announcements and Advertising: When issuing statements, press releases, requests for proposals, bid solicitations and other documents describing projects or programs funded in whole or in part with Federal money, SUBRECIPIENT shall clearly state (1) the percentage of the total costs of the program or project which will be financed with Federal money, (2) the dollar amount of Federal funds for the project or program, and (3) percentage and dollar amount of the total costs of the project or program that will be financed by nongovernmental sources.
- 4.12 Purchase of American-Made Equipment and Products: Contractor assures that, to the greatest extent practicable, all equipment and products purchased with funds made available under this Agreement will be American-made.
- 4.13 24 CFR 570.601 Subpart K - The regulations issued pursuant to Executive Order 11063 which prohibits discrimination and promotes equal opportunity in housing.  
<https://www.gpo.gov/fdsys/pkg/CFR-2007-title24-vol3/pdf/CFR-2007-title24-vol3-sec570-602.pdf>
- 4.14 Executive Order 11246 ("Equal Employment Opportunity"), as amended by Executive Orders 11375 and 12086 - which establishes hiring goals for minorities and women on projects assisted with federal funds and as supplemented in Department of Labor regulations. EO 11246: <https://www.dol.gov/agencies/ofccp/executive-order-11246/as-amended>  
EO 11375 and 12086: see item #8 below

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4.15 Title VII of the 1968 Civil Rights Act as amended by the Equal Employment Opportunity Act of 1972, 42 USC § 2000e, et. seq. The SUBRECIPIENT will, in all solicitations or advertisements for employees placed by or on behalf of the SUBRECIPIENT, state that it is an Equal Opportunity or Affirmative Action employer.

Title VII of the Civil Rights Act of 1964 | U.S. Equal Employment Opportunity Commission (eoc.gov)

4.16 24 CFR 75 – Regulations outlining requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended. Compliance with the provisions of Section 3 of the HUD Act of 1968, as amended, and as implemented by the regulations set forth in 24 CFR 75, and all applicable rules and orders issued hereunder prior to the execution of this Agreement, shall be a condition of the Federal financial assistance provided under this Agreement and binding upon the COUNTY, the SUBRECIPIENT, and any of the SUBRECIPIENT’S Subrecipients and subcontractors. Failure to fulfill these requirements shall subject the COUNTY, the SUBRECIPIENT and any of the SUBRECIPIENT’S subrecipients and subcontractors, their successors and assigns, to those sanctions specified by the Agreement through which Federal assistance is provided. The SUBRECIPIENT certifies and agrees that no contractual or other disability exists that would prevent compliance with these requirements.

The SUBRECIPIENT further agrees to comply with these “Section 3” requirements and to include the following language in all subcontracts executed under this Agreement:

“The work to be performed under this Agreement is a project assisted under a program providing direct Federal financial assistance from HUD and is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended (12 U.S.C. 1701). Section 3 requires, to the greatest extent feasible, opportunities for training and employment be given to low- and very low-income residents of the project area, and that contracts for work in connection with the project be awarded to business concerns that provide economic opportunities for low- and very low-income persons residing in the metropolitan area in which the project is located.”

Section 3 requires 25 percent of the total labor hours must be worked by Section 3 workers and 5 percent of the total labor hours must be worked by Targeted Section 3 workers. If SUBRECIPIENT is unable to meet these benchmarks, efforts taken to meet the requirements must be described. Examples include held job fairs, conduct on the job training, outreach efforts to public housing residents, and connecting residents to supportive services.

**Section 3 requires 25 percent of the total labor hours must be worked by Section 3 workers and 5 percent of the total labor hours must be worked by Targeted Section 3 workers. If SUBRECIPIENT is unable to meet these benchmarks, efforts taken to meet the requirements must be described. Examples include held job fairs, conduct on the job training, outreach efforts to public housing residents, and connecting residents to supportive services.**

SUBRECIPIENT further agrees to ensure that opportunities for training and employment arising in connection with a housing rehabilitation (including reduction and abatement of lead-based paint hazards), housing construction, or other public construction project are given to low- and very low-income persons residing within the metropolitan area in which the CDBG-MIT-funded project is

located; where feasible, priority should be given to low- and very low-income persons within the service area of the project or the neighborhood in which the project is located, and to low- and very low-income participants in other HUD and DEO programs; and award contracts for work undertaken in connection with a housing rehabilitation (including reduction and abatement of lead-based paint hazards), housing construction, or other public construction project to business concerns that provide economic opportunities for low- and very low-income persons residing within the metropolitan area in which the CDBG-MIT-funded project is located; where feasible, priority should be given to business concerns that provide economic opportunities to low- and very low-income residents within the service area or the neighborhood in which the project is located, and to low- and very low-income participants in other HUD and DEO programs.

[https://www.hud.gov/sites/documents/DOC\\_12047.PDF](https://www.hud.gov/sites/documents/DOC_12047.PDF)

SUBRECIPIENT certifies and agrees that no contractual or other legal incapacity exists that would prevent compliance with these requirements.

<https://www.ecfr.gov/current/title-24/subtitle-A/part-75>

SUBRECIPIENT shall not assign or transfer any interest in this Agreement without the prior written consent of the COUNTY thereto; provided, however, that claims for money due or to become due to SUBRECIPIENT from CHS under this Agreement may be assigned to a bank, trust company, or other financial institution without such approval. Notice of any such assignment or transfer shall be furnished promptly to CHS.

- 4.17** Age Discrimination Act of 1975, Executive Order 11063, and Executive Order 11246 as amended by Executive Orders 11375, 11478, 12107, and 12086.

Age Discrimination Act of 1975

<https://www.law.cornell.edu/uscode/text/42/chapter-76>

11246: <https://www.dol.gov/ofccp/regs/statutes/eo11246.htm>

11375: Amended by EO 11478

11478: <https://www.archives.gov/federal-register/codification/executive-order/11478.html>

12107: <https://www.archives.gov/federal-register/codification/executive-order/12107.html>

12086: <https://www.archives.gov/federal-register/codification/executive-order/12086.html>

- 4.18** Contract Work Hours and Safety Standards Act, 40 USC 327-332.

<https://www.dol.gov/whd/regs/statutes/safe01.pdf>

- 4.19** Section 504 of the Rehabilitation Act of 1973, 29 USC 776(b) (5), 24 CFR 570.614 Subpart K.

Section 504: <https://www.epa.gov/ocr>

29 USC 776: <https://law.onecle.com/uscode/29/776.html>

24 CFR 570.614: <https://www.law.cornell.edu/cfr/text/24/570.614>

- 4.20** The Americans with Disabilities Act of 1990: <https://www.hud.gov/hudprograms/eohudap>

- 4.21** The Architectural Barriers Act of 1968: [The Fed - Architectural Barriers Act of 1968 \(42 U.S.C. §§ 4151--57\) \(federalreserve.gov\)](https://www.federalreserve.gov)

- 4.22** Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended.  
[https://www.fhwa.dot.gov/real\\_estate/uniform\\_act/index.cfm](https://www.fhwa.dot.gov/real_estate/uniform_act/index.cfm)
- 4.23** 29 CFR Parts 3 and 5 - Regulations that prescribe the payment of prevailing wages and the use of apprentices and trainees on federally assisted projects. HUD Form 4010 must be included in all construction contracts funded by CDBG.  
Davis-Bacon Act: 42 USC 276a to 40 USC 276a:  
<https://uscode.house.gov/view.xhtml?req=granuleid:USC-1999-title40-section276a-7&num=0&edition=1999>
- 29 CFR Part 3 - Contractors and Subcontractors on public building or Public Work Financed, in whole or in part, by Loans or Grants from the United States  
<https://www.law.cornell.edu/cfr/text/29/part-3>
- 29 CFR Part 5 - Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction (Also, Labor Standards Provision Applicable Subject to the Contract Work Hours and Safety Standards Act)  
<https://www.law.cornell.edu/cfr/text/29/part-5>
- Executive Order 11914 - Prohibits discrimination with respect to the handicapped, in federally assisted projects. <https://www.presidency.ucsb.edu/ws/index.php?pid=23675>
- 4.24** As a supplement to the Davis-Bacon Act requirements, the SUBRECIPIENT agrees to comply with the "Copeland Anti-Kickback Act," which prohibits the SUBRECIPIENT, its contractors, or subcontractors from inducing an employee to relinquish any part of his/her compensation, under the federally-funded contract.  
18 U.S.C. 874 <https://www.govinfo.gov/content/pkg/USCODE-2010-title18/pdf/USCODE-2010-title18.pdf>  
40 U.S.C. 276c <https://uscode.house.gov/view.xhtml?req=granuleid:USC-1999-title40-section276c&num=0&edition=1999>
- 4.25** Executive Order 11625 and U.S. Department of Housing and Urban Development Circular Letter 79-45 - which prescribes goal percentages for participation of minority businesses in Community Development Block Grant Contracts.  
E.O. 11625 Prescribing additional arrangements for developing and coordinating a national program for minority business enterprise.  
<https://www.archives.gov/federal-register/codification/executive-order/11625.html>
- 4.26** The SUBRECIPIENT agrees to comply with the non-discrimination in employment and contracting opportunities laws, regulations, and executive orders referenced in 24 CFR 570.607, as revised by Executive Order 13279. The applicable non-discrimination provisions in Section 109 of the Housing and Community Development Act (HCDA) are still applicable.  
24 CFR 570.607:

[https://www.ecfr.gov/cgi-bin/text-idx?SID=9eae3f8eaa991f0411f383b74003bcb1&mc=true&node=pt24.3.570&rgn=div5#se24.3.570\\_1607](https://www.ecfr.gov/cgi-bin/text-idx?SID=9eae3f8eaa991f0411f383b74003bcb1&mc=true&node=pt24.3.570&rgn=div5#se24.3.570_1607)

E.O. 13279: <http://www.fedgovcontracts.com/pe02-96.htm>

- 4.27** Public Law 100-430 - the Fair Housing Amendments Act of 1988.  
<https://www.ncbi.nlm.nih.gov/pubmed/12289709>
- 4.28** 2 CFR 200 et seq - Uniform Administrative Requirements, Cost Principles, and Audit requirements for Grants and Agreements.  
[https://www.ecfr.gov/cgi-bin/text-idx?tpl=/ecfrbrowse/Title02/2cfr200\\_main\\_02.tpl](https://www.ecfr.gov/cgi-bin/text-idx?tpl=/ecfrbrowse/Title02/2cfr200_main_02.tpl)
- 4.29** 2 CFR 200.216 – Prohibition on certain telecommunications and video surveillance services or equipment. COUNTY and SUBRECIPIENT are prohibited from obligating or expending loan or grant funds to: 1) procure or obtain; 2) extend or renew a contract to procure or obtain; 3) enter into a contract (or extend or renew a contract) to procure or obtain equipments, services, or systems that use(s) covered telecommunications equipment or services as a substantial component of any system, or as critical technology as part of any system.
- 4.30** Immigration Reform and Control Act of 1986  
[S.1200 - 99th Congress \(1985-1986\): Immigration Reform and Control Act of 1986](https://www.congress.gov/1200-99th-congress/1985-1986/immigration-reform-and-control-act-of-1986)  
[Congress.gov](https://www.congress.gov) | [Library of Congress](https://www.libraryofcongress.gov)
- 4.31** Prohibition of Gifts to COUNTY Employees - No organization or individual shall offer or give, either directly or indirectly, any favor, gift, loan, fee, service, or other item of value to any COUNTY employee, as set forth in Chapter 112, Part III, Florida Statutes, Collier County Ethics Ordinance No. 2004-05, as amended, and County Administrative Procedure 5311.  
Florida Statutes-  
[https://www.lawserver.com/law/state/florida/statutes/florida\\_statutes\\_chapter\\_112\\_part\\_iii](https://www.lawserver.com/law/state/florida/statutes/florida_statutes_chapter_112_part_iii)  
Collier County-  
<http://www.colliergov.net/home/showdocument?id=35137>
- 4.32** Order of Precedence - In the event of any conflict between or among the terms of any of the Contract Documents, the terms of the Agreement shall take precedence over the terms of all other Contract Documents, except that the terms of any Supplemental Conditions shall take precedence over the Agreement. To the extent any conflict in the terms of the Contract Documents cannot be resolved by application of the Supplemental Conditions, if any, or the Agreement, the conflict shall be resolved by imposing the more strict or costly obligation under the Contract Documents upon the Contractor at Owner's discretion.
- 4.33** Venue - Any suit of action brought by either party to this Agreement against the other party, relating to or arising out of this Agreement, must be brought in the appropriate federal or state courts, in Collier County, FL which courts have sole jurisdiction on all such matters. (No reference required for this item).

- 4.34** Dispute Resolution - Prior to the initiation of any action or proceeding permitted by this Agreement to resolve disputes between the parties, the parties shall make a good faith effort to resolve any such disputes by negotiation. Any situations when negotiations, litigation, and/or mediation shall be attended by representatives of SUBRECIPIENT with full decision-making authority and by COUNTY'S staff person who would make the presentation of any settlement reached during negotiations to COUNTY for approval. Failing resolution, and prior to the commencement of depositions in any litigation between the parties arising out of this Agreement, the parties shall attempt to resolve the dispute through Mediation before an agreed-upon Circuit Court Mediator certified by the State of Florida. Should either party fail to submit to mediation as required hereunder, the other party may obtain a court order requiring mediation under section 44.102, Florida Statutes. The litigation arising out of this Agreement shall be adjudicated in Collier County, Florida, if in state court; and the US District Court, Middle District of Florida, if in federal court. BY ENTERING INTO THIS AGREEMENT, COLLIER COUNTY AND THE SUBRECIPIENT EXPRESSLY WAIVE ANY RIGHTS EITHER PARTY MAY HAVE TO A TRIAL BY JURY OF ANY CIVIL LITIGATION RELATED TO, OR ARISING OUT OF, THIS AGREEMENT.  
<https://www.flsenate.gov/Laws/Statutes/2012/44.102>
- 4.35** SUBRECIPIENT agrees to comply with the following requirements:
- a. Clean Air Act, 41 USC 7401, et seq. <https://www.govinfo.gov/content/pkg/USCODE-2010-title42/html/USCODE-2010-title42-chap85.htm>  
<https://www.law.cornell.edu/uscode/text/42/chapter-85>
  - b. Federal Water Pollution Control Act, 33 USC 1251, et seq., as amended.  
<https://www.govinfo.gov/content/pkg/USCODE-2011-title33/pdf/USCODE-2011-title33-chap26.pdf>  
<https://www.law.cornell.edu/uscode/text/33/chapter-26>
- 4.36** In accordance with the requirements of the Flood Disaster Protection Act of 1973 (42 USC 4002 and 24 CFR 570.605 Subpart K), SUBRECIPIENT shall assure that for activities located in an area identified by FEMA as having special flood hazards, flood insurance under the National Flood Insurance Program is obtained and maintained. If appropriate, a letter of map amendment (LOMA) may be obtained from FEMA, which would satisfy this requirement and/or reduce the cost of said flood insurance.  
<https://www.law.cornell.edu/cfr/text/24/570.605>
- 4.37** SUBRECIPIENT agrees that any construction or rehabilitation of residential structures with assistance provided under this Agreement shall be subject to the HUD Lead-Based Paint Poisoning Prevention Act, found at 24 CFR 570.608, Subpart K.  
[Lead-Based Paint - HUD Exchange](#)
- 4.38** The SUBRECIPIENT agrees to comply with the Historic Preservation requirements set forth in the National Historic Preservation Act of 1966, as amended (16 U.S.C. 470) and the procedures set forth in 36 CFR Part 800, Advisory Council on Historic Preservation Procedures for Protection of Historic Properties, insofar as they apply to the performance of this Agreement.  
<https://www.achp.gov/sites/default/files/regulations/2017-02/regs-rev04.pdf>

In general, this requires concurrence from the State Historic Preservation Officer for all rehabilitation and demolition of historic properties that are fifty years old or older or that are included on a Federal, State, or Local historic property list.

**4.39** The SUBRECIPIENT must certify that it will provide drug-free workplaces, in accordance with the Drug-Free Workplace Act of 1988 (41 USC 701).  
<https://www.gpo.gov/fdsys/granule/USCODE-2009-title41/USCODE-2009-title41-chap10-sec701>

**4.40** The SUBRECIPIENT certifies that neither it, nor its principals, is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal Department or agency; and the SUBRECIPIENT shall not knowingly enter into any lower tier contract, or other covered transaction, with a person who is similarly debarred or suspended from participating in this covered transaction as outlined in 24 CFR 570.609, Subpart K.  
<https://www.archives.gov/federal-register/codification/executive-order/12549.html>

**4.41** The SUBRECIPIENT agrees to comply with the following OMB Circulars whichever is applicable and agrees to adhere to the accounting principles and procedures required therein, utilize adequate internal controls, and maintain necessary source documentation for all costs incurred. These requirements are enumerated in 2 CFR 200, et seq.

**4.42** Single Audits shall be conducted annually, in accordance with 2 CFR 200.501, and shall be submitted to the COUNTY nine (9) months after the end of the SUBRECIPIENT'S fiscal year. The SUBRECIPIENT shall comply with the requirements and standards of 2 CFR 200 Subpart F, Section 500. SUBRECIPIENTS exempt from Single Audit requirements shall submit financial statements to the COUNTY one hundred eighty (180) days after the end of the SUBRECIPIENT'S fiscal year. Per 2 CFR 200.345, if this Agreement is closed out prior to the receipt of an audit report, the COUNTY reserves the right to recover any disallowed costs identified in an audit after such closeout.  
[https://www.ecfr.gov/cgi-bin/text-idx?SID=5a78addeff9a535e83fed3010308aef&mc=true&node=se2.1.200\\_1344&rgn=div8](https://www.ecfr.gov/cgi-bin/text-idx?SID=5a78addeff9a535e83fed3010308aef&mc=true&node=se2.1.200_1344&rgn=div8)

**4.43** Any real property acquired by SUBRECIPIENT for the purpose of carrying out the projects stated herein and approved by the COUNTY, in accordance with the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 and 49 CFR 24.101, shall be subject to the provisions of CDBG-MIT including, but not limited to, the provisions on use and disposition of property. Any real property within SUBRECIPIENT'S control, which is acquired or improved, in whole or part, with CDBG-MIT funds in excess of \$25,000, must adhere to the CDBG-MIT Regulations at 24 CFR 570.505.

SUBRECIPIENT agrees to comply with the requirements of 24 CFR 570.606 c governing the Residential Anti-displacement and Relocation Assistance Plan under section 104(d) of the HCD Act; and the requirements in 24 CFR 570.606 (d) governing optional relocation policies. The

SUBRECIPIENT shall provide relocation assistance to displaced persons as defined by 24 CFR 570.606 (b)(2) that are displaced as a direct result of acquisition, rehabilitation, demolition, or conversion for a CDBG-MIT assisted project. SUBRECIPIENT also agrees to comply with applicable COUNTY ordinances, resolutions, and policies concerning the displacement of persons from their residences.

<https://www.gpo.gov/fdsys/granule/CFR-1999-title49-vol1/CFR-1999-title49-vol1-sec24-101>

<https://www.govinfo.gov/app/details/CFR-2012-title24-vol3/CFR-2012-title24-vol3-sec570-505>

- 4.44** As provided in § 287.133, Florida Statutes, by entering into this Agreement or performing any work in furtherance hereof, SUBRECIPIENT certifies that it, its affiliates, suppliers, subcontractors, and consultants who will perform hereunder, have not been placed on the convicted vendor list maintained by the State of Florida Department of Management Services within the 36 months immediately preceding the date hereof.

This notice is required by § 287.133 (3) (a), Florida Statutes.

[http://www.leg.state.fl.us/Statutes/index.cfm?App\\_mode=Display\\_Statute&Search\\_String=&URL=0200-0299/0287/Sections/0287.133.html](http://www.leg.state.fl.us/Statutes/index.cfm?App_mode=Display_Statute&Search_String=&URL=0200-0299/0287/Sections/0287.133.html)

As provided in section 287.134, Florida Statutes, an entity or affiliate, as defined in section 287.134(1), who has been placed on the discriminatory vendors list may not submit a bid, proposal or reply on a contract to provide any goods or services to a public entity for the construction or repair of a public building or public work; may not submit bids, proposals or replies on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor or consultant under a contract with any public entity, and may not transact business with any public entity. By executing this Agreement, the SUBRECIPIENT represents and warrants that neither it nor any of its affiliates is currently on the discriminatory vendors list. The SUBRECIPIENT shall disclose if it or any of its affiliates is placed on the discriminatory vendors list.

[Chapter 287 Section 134 - 2021 Florida Statutes \(flsenate.gov\)](http://www.flstate.gov/Chapter287Section134-2021FloridaStatutes)

- 4.45** No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress, in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement. If any funds, other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress, in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying", in accordance with its instructions. The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants, contracts under grants, loans, and cooperative agreements) and that all SUBRECIPIENTS shall certify and disclose accordingly.

- 4.46 Travel reimbursement will be based on the U.S. General Services Administration (GSA) per diem rates in effect at the time of travel. SUBRECIPIENT shall obtain written approval from CHS for any outside travel outside the metropolitan area with funds provided under this Agreement.  
<https://www.gsa.gov/portal/content/104877>
- 4.47 Equal access in accordance with the individual's gender identity in community planning and development programs, per 24 CFR 5.106.  
[https://www.govregs.com/regulations/expand/title24\\_part5\\_subpartA\\_section5.106](https://www.govregs.com/regulations/expand/title24_part5_subpartA_section5.106)
- 4.48 Housing Counseling, including homeownership counseling or rental housing counseling, as defined in §5.100, required under or provided in connection with any program administered by HUD and DEO shall be provided only by organizations and counselors certified by the Secretary under 24 CFR part 214 to provide housing counseling, consistent with 12 U.S.C. 1701x, per 24 CFR 5.111.  
[eCFR :: 24 CFR Part 214 Subpart D -- Program Administration](https://www.law.cornell.edu/cfr/text/24/5.111)  
<https://www.law.cornell.edu/cfr/text/24/5.111>
- 4.49 HUD Final Rule – Implementation of the Violence Against Women Reauthorization Act of 2013 which applies for all victims of domestic violence, dating violence, sexual assault, and stalking, regardless of sex, gender identity, or sexual orientation, and which must be applied consistent with all nondiscrimination and fair housing requirements.  
<https://www.federalregister.gov/documents/2016/11/16/2016-25888/violence-against-women-reauthorization-act-of-2013-implementation-in-hud-housing-programs>
- 4.50 Any rule or regulation determined to be applicable by HUD and/or DEO.
- 4.51 Florida Statutes section 448.095 Employment Eligibility. Per Florida Statutes section 448.095(3), all Florida private employers are required to verify employment eligibility for all new hires beginning January 1, 2021. Eligibility determination is not required for continuing employees hired prior to January 1, 2021.  
[http://www.leg.state.fl.us/statutes/index.cfm?App\\_mode=Display\\_Statute&URL=0400-0499/0448/0448.html](http://www.leg.state.fl.us/statutes/index.cfm?App_mode=Display_Statute&URL=0400-0499/0448/0448.html)
- 4.52 Florida Statutes section 713.20, Part 1, Construction Liens  
[Statutes & Constitution :View Statutes : Online Sunshine \(state.fl.us\)](http://www.leg.state.fl.us/Statutes/Constitution/View_Statutes/Online_Sunshine/state.fl.us)
- 4.53 Florida Statutes section 119.021 Records Retention  
[Statutes & Constitution :View Statutes : Online Sunshine \(state.fl.us\)](http://www.leg.state.fl.us/Statutes/Constitution/View_Statutes/Online_Sunshine/state.fl.us)
- 4.54 Florida Statutes section 119.071, Contracts and Public Records  
[http://www.leg.state.fl.us/Statutes/index.cfm?App\\_mode=Display\\_Statute&URL=0100-0199/0119/Sections/0119.071.html](http://www.leg.state.fl.us/Statutes/index.cfm?App_mode=Display_Statute&URL=0100-0199/0119/Sections/0119.071.html)

- 4.55** Limited English Proficiency: SUBRECIPIENT agrees to take reasonable steps to provide meaningful access to the program/project and activities funded under this Agreement for persons with limited English proficiency pursuant to information located at <http://www.lep.gov>.
- 4.56** Equal Treatment of Faith-Based Organizations: By regulation, HUD prohibits all recipient organizations from using financial assistance from HUD to fund explicitly religious activities. SUBRECIPIENT agrees to avoid such prohibited conduct. For more information, see <https://ojp.gov/about/ocr/partnerships.htm>. Discrimination on the basis of religion in employment is generally prohibited by federal law, but the Religious Freedom Restoration Act is interpreted on a case-by-case basis to allow some faith-based organizations to receive HUD funds while taking into account religion when hiring staff. Questions in this regard should be directed to the Office for Civil Rights.
- 4.57** Arrest and Conviction Records: Federal and state laws restrict use of arrest and conviction records in the employment context, except when specifically authorized. SUBRECIPIENT agrees to avoid the misuse of arrest or conviction records to screen applicants for employment or employees for retention or promotion that may have a disparate impact based on race or national origin, resulting in unlawful employment discrimination unless use is otherwise specifically authorized by law. See [https://ojp.gov/about/ocr/pdfs/UseofConviction\\_Advisory.pdf](https://ojp.gov/about/ocr/pdfs/UseofConviction_Advisory.pdf) for more details.
- 4.58** Byrd Anti-Lobbying Amendment (31 U.S.C. § 1352): SUBRECIPIENT will not use and has not used Federal appropriated funds to pay at any tier, either directly or indirectly, any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant, or any other award or subaward covered by 31 U.S.C. § 1352. Each tier shall also disclose any lobbying with nonfederal funds that takes place in connection with obtaining any federal award or subaward. Such disclosures are forwarded from tier to tier up to the recipient. SUBRECIPIENT shall comply with the lobbying restrictions of the Byrd Anti-Lobbying Amendment (31 U.S.C. § 1352) and (ii) ensure that its officers, employees and its subcontractors hereunder comply with all applicable Local, State, and Federal laws and regulations governing advocacy of and appearances before any legislative body. None of the Funds provided under this Agreement shall be used for publicity or propaganda purposes designed to support or defeat any legislation pending before local, state, or federal legislatures.
- 4.59** False Claim; Criminal, or Civil Violation: SUBRECIPIENT must promptly refer to COUNTY any credible evidence that a principal, employee, agent, contractor, subgrantee, subcontractor, or other person has either (i) submitted a false claim for grant funds under the False Claims Act or (ii) committed a criminal or civil violation of laws pertaining to fraud, conflict of interest, bribery, gratuity, or similar misconduct involving subaward agreement funds [18 U.S. Code § 1001 - Statements or entries generally | U.S. Code | US Law | LII / Legal Information Institute \(cornell.edu\)](#) Beneficiaries are subject to this False Claims Act that include the following: [31 U.S.C. 3729 - False claims - Document in Context - USCODE-2010-title31-subtitleIII-chap37-subchapIII-sec3729 \(govinfo.gov\)](#)

- 4.60** Political Activities Prohibited: None of the funds provided directly or indirectly under this Agreement shall be used for any political activities or to further the election or defeat of any candidates for public office. Neither this Agreement nor any funds provided hereunder shall be utilized in support of any partisan political activities or activities for or against the election of a candidate for an elected office.
- 4.61** Text Messaging: Pursuant to Executive Order 13513, "Federal Leadership on Reducing Text Messaging While Driving," 74 *Federal Register* 51225 (October 1, 2009), HUD encourages recipients and subrecipients to adopt and enforce policies banning employees from text messaging while driving any vehicle during the course of performing work funded by HUD and to establish workplace safety policies and conduct education, awareness, and other outreach to decrease crashes caused by distracted drivers.
- 4.62** Trafficking in Persons: SUBRECIPIENT agrees to, at any tier, comply with all applicable requirements (including requirements to report allegations) pertaining to prohibited conduct related to the trafficking of persons, whether on the part of SUBRECIPIENT and any of its employees. The details of SUBRECIPIENT'S obligations related to prohibited conduct related to the trafficking of persons are posted at <https://ojp.gov/funding/Explore/ProhibitedConduct-Trafficking.htm>.
- 4.63** Federal Funding Accountability and Transparency Act (FFATA): The SUBRECIPIENT shall comply with the requirements of 2 CFR part 25 Universal Identifier and System for Award Management (SAM). The SUBRECIPIENT must have an active registration in SAM, <http://www.samgov/SAM/> in accordance with 2 CFR part 25, appendix A, and must have a Data Universal Numbering System (DUNS) number <https://fedgov.dnb.com/webform/>. The SUBRECIPIENT must also comply with provisions of the Federal Funding Accountability and Transparency Act, which includes requirements on executive compensation, 2 CFR part 170 Reporting Subaward and Executive Compensation Information.  
[eCFR :: 2 CFR Part 25 -- Universal Identifier and System for Award Management](#)  
[eCFR :: 2 CFR Part 170 -- Reporting Subaward and Executive Compensation Information](#)
- 4.64** Association of Community Organizations for Reform Now (ACORN): SUBRECIPIENT understands and acknowledges that it cannot use any federal funds, either directly or indirectly, in support of any contract or subaward to either ACORN or its subsidiaries, without the express prior written approval of HUD.
- 4.65** SUBRECIPIENT acknowledges being subject to Florida's Government in the Sunshine Law (section 286.011, Florida Statutes) with respect to the meetings of SUBRECIPIENT'S governing board or the meetings of any subcommittee making recommendations to the governing board. SUBRECIPIENT agrees that all such aforementioned meetings shall be publicly noticed, open to

the public and the minutes of all the meetings shall be public records made available to the public in accordance with Chapter 119, Florida Statutes.

Chapter 286 Section 011 - 2021 Florida Statutes (flsenate.gov)

2021 Florida Statutes - The Florida Senate (flsenate.gov)

- 4.66** SUBRECIPIENT shall comply with section 519 of P.L. 101-144, the Department of Veterans Affairs and Housing and Urban Development, and Independent Agencies Appropriations Act, 1990; and section 906 of P.L. 101-625, the Cranston-Gonzalez National Affordable Housing Act, 1990, by having, or adopting within ninety (90) days of execution of this Agreement, and enforcing the following:

1. A policy prohibiting the use of excessive force by law enforcement agencies within its jurisdiction against any individuals engaged in non-violent civil rights demonstrations; and
2. A policy of enforcing applicable State and local laws against physically barring entrance to or exit from a facility or location which is the subject of such non-violent civil rights demonstrations within its jurisdiction.

Text - H.R.2916 - 101st Congress (1989-1990): Departments of Veterans Affairs and Housing and Urban Development, Independent Agencies Appropriations Act, 1990 | Congress.gov | Library of Congress

<https://www.hud.gov/sites/documents/NAHA906.TXT>

- 4.67** If SUBRECIPIENT wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment, or performance of experimental, developmental, or research work under this funding agreement, 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 HUD.

<https://www.ecfr.gov/cgi-bin/retrieveECFR?gp=&SID=a004b6bf20934ace7a717de761dc64c0&mc=true&n=pt37.1.401&r=PART&ty=HTML>

- 4.68 ENTIRE AGREEMENT** This Agreement constitutes the entire agreement between COUNTY and SUBRECIPIENT for the use of funds received under this Agreement and it supersedes all prior or contemporaneous communications and proposals, whether electronic, oral, or written between COUNTY and SUBRECIPIENT with respect to this Agreement.

(Signature Page to Follow)

IN WITNESS WHEREOF, the SUBRECIPIENT and COUNTY, have each respectively, by an authorized person or agent, hereunder set their hands and seals on the date first written above.

ATTEST:

CRYSTAL K. KINZEL, CLERK

*Meck*  
Deputy Clerk

Attest as to Chairman's signature only.

Dated: 12/20/22  
(SEAL)

AS TO COUNTY:

BOARD OF COUNTY COMMISSIONERS OF COLLIER COUNTY, FLORIDA

By: *[Signature]*  
WILLIAM L. MCDANIEL, JR., CHAIRPERSON

Date: 13 DEC 2022

WITNESSES:

*Tami Bailey*  
Witness #1 Signature

Tamara Bailey  
Witness #1 Printed Name

*[Signature]*  
Witness #2 Signature

Jason Corcile  
Witness #2 Printed Name

AS TO SUBRECIPIENT:

Collier Health Services, Inc. dba Healthcare Network

By: *Tami Rznoff*  
TAMI RAZNOFF, VICE PRESIDENT OF FISCAL AFFAIRS AND CHIEF FINANCIAL OFFICER

Date: 11/3/2022

[Please provide evidence of signing authority]

Approved as to form and legality:

*[Signature]*  
Derek D. Perry  
Assistant County Attorney  
10/11/2022

Date: DEC 16, 2022

**PART V  
EXHIBITS**

**EXHIBIT A**

**INSURANCE REQUIREMENTS**

SUBRECIPIENT shall furnish to Collier County, c/o Community and Human Services Division, 3339 Tamiami Trail East, Suite 213, Naples, Florida 34112, Certificate(s) of Insurance evidencing insurance coverage that meets the requirements as outlined below:

1. Workers' Compensation as required by Chapter 440, Florida Statutes.
2. Commercial General Liability, including products and completed operations insurance, in the amount of \$1,000,000 per occurrence and \$2,000,000 aggregate. Collier County must be shown as an additional insured with respect to this coverage.
3. Automobile Liability Insurance covering all owned, non-owned and hired vehicles used in connection with this Agreement, in an amount not less than \$1,000,000 combined single limit for combined Bodily Injury and Property Damage.

**DESIGN STAGE (IF APPLICABLE)**

In addition to the insurance required in 1 – 3 above, a Certificate of Insurance must be provided as follows:

4. Professional Liability Insurance, in the name of the SUBRECIPIENT or the licensed design professional employed by the SUBRECIPIENT, in an amount not less than \$1,000,000 per occurrence/\$1,000,000 aggregate providing for all sums which the SUBRECIPIENT and/or the design professional shall become legally obligated to pay as damages for claims arising out of the services performed by the SUBRECIPIENT or any person employed by the SUBRECIPIENT in connection with this Agreement. This insurance shall be maintained for a period of two (2) years after the certificate of Occupancy is issued.

**CONSTRUCTION PHASE (IF APPLICABLE)**

In addition to the insurance required in 1 – 4 above, the SUBRECIPIENT shall provide, or cause its Subcontractors to provide, original certificates indicating the following types of insurance coverage prior to any construction:

5. Completed Value Builder's Risk Insurance on an "All Risk" basis, in an amount not less than one hundred (100%) percent of the insurable value of the building(s) or structure(s). The policy shall be in the name of Collier County and the SUBRECIPIENT.
6. In accordance with the requirements of the Flood Disaster Protection Act of 1973 (42 U.S.C. 4001), the SUBRECIPIENT shall assure that for activities located in an area identified by the Federal Emergency Management Agency (FEMA) as having special flood hazards, flood insurance under

the National Flood Insurance Program is obtained and maintained, as a condition of financial assistance for acquisition or construction purposes (including rehabilitation).

OPERATION/MANAGEMENT PHASE (IF APPLICABLE)

After the Construction Phase is completed and occupancy begins, the following insurance must be kept in force throughout the duration of the loan and/or Agreement:

7. Workers' Compensation as required by Chapter 440, Florida Statutes.
8. Commercial General Liability including products and completed operations insurance in the amount of \$1,000,000 per occurrence and \$2,000,000 aggregate. Collier County must be shown as an additional insured with respect to this coverage.
9. Automobile Liability Insurance covering all owned, non-owned and hired vehicles used in connection with this Agreement in an amount not less than \$1,000,000 combined single limit for combined Bodily Injury and Property Damage.
10. Property Insurance coverage on an "All Risk" basis, in an amount not less than one hundred (100%) of the replacement cost of the property. Collier County must be shown as a Loss payee, with respect to this coverage A.T.I.M.A.
11. Flood Insurance coverage for those properties found to be within a flood hazard zone, for the full replacement values of the structure(s) or the maximum amount of coverage available through the National Flood Insurance Program (NFIP). The policy must show Collier County as a Loss Payee A.T.I.M.A.

**EXHIBIT B**

**COLLIER COUNTY COMMUNITY & HUMAN SERVICES**

**SECTION I: REQUEST FOR PAYMENT**

SUBRECIPIENT Name: Collier Health Services, Inc. dba Healthcare Network

SUBRECIPIENT Address: 1454 Madison Ave. W., Immokalee, FL 34142

Project Name: Marion E. Fether Medical Center Hardening

Project No: MIT22-001 \_ Payment Request #

Total Payment Minus Retainage

Period of Availability: \_ through

Period for which the Agency has incurred the indebtedness through

**SECTION II: STATUS OF FUNDS**

	Subrecipient	CHS Approved
1. Grant Amount Awarded	\$	\$
2. Total Amount of Previous Requests	\$	\$
3. Amount of Today's Request (Net of Retainage, if applicable)	\$	\$
4. Current Grant Balance (Initial Grant Amount Award request) (includes Retainage)	\$	\$

I certify that this request for payment has been made in accordance with the terms and conditions of the Agreement between the COUNTY and us as the SUBRECIPIENT. To the best of my knowledge and belief, all grant requirements have been followed.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Title

\_\_\_\_\_  
Authorizing Grant Coordinator

\_\_\_\_\_  
Authorizing Grant Accountant

\_\_\_\_\_  
Supervisor (Approval required \$14,999 and below)

\_\_\_\_\_  
Division Director (Approval Required \$15,000 and above)

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**Exhibit C  
Project Budget**

Subrecipient: Collier Health Services, Inc. dba Healthcare Network		Agreement Number: 10162	Modification Number: _____													
Activity	Project/Description	National Objective					Beneficiaries					Budget				
		LMI	Slum & Blight	Urgent Need	VLI	LI	MI	Non-LMI	Total	CDBG-DR Amount	Other Funds	Source*	Total Funds			
1.	Project Implementation															
2.	Engineering Services															
3.	Construction															
4.																
5.	Administration															
6.	Planning															
<b>Totals:</b>																

Show the sources and amounts of Other Funds needed to complete the project below, including local funds, grants from other agencies, and program income.

	Source of Other Funds	Amount
1.		
2.		
3.		
4.		

I hereby certify the above information is true and accurate.

Name: \_\_\_\_\_

Signature: \_\_\_\_\_

Title: \_\_\_\_\_

Your typed name here represents your electronic signature

## Exhibit D – Activity Work Plan

Subrecipient: Collier Health Services, Inc. dba  
Healthcare Network

Activity: Marion E. Fether Medical Center Hardening

Project Budget:

Agreement Number: I0162

Date Prepared:

Modification Number:

Start Date (month/year r)	End Date (month/year r)	Describe Proposed Action to be Completed by the "End Date."	Estimated Units to be Completed by the "End Date"	Estimated Funds to be Requested by the "End Date"

--	--	--	--

I hereby certify the above information is true and accurate.

Name: \_\_\_\_\_

Signature: \_\_\_\_\_

Title: \_\_\_\_\_

Your typed name here represents your electronic signature

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Ron DeSantis

GOVERNOR



Dane Eagle

SECRETARY

**EXHIBIT E  
 CBDG-MIT Grant  
 Monthly Progress Report**

<b>Grant No. – Sub. Name:</b>				
<b>Project Title:</b>				
<b>Funding Awarded:</b>				
<b>Agreement Period:</b>				
<b>Primary Points of Contact Information:</b>		Grant Manager name GM Phone # / GM email DEO - Office of Long-Term Resiliency	Primary project manager Phone# / Email Title	
<b>Activity Reporting Period: Month Year</b>				
<i>An update of this report shall be submitted to DEO ten (10) calendar days after the end of each month.</i>				
<b>Section One – Financial Data:</b>				
	Amount	Funds used this period	Funds used to date	Balance Remaining
Leverage Funds (A)				
CDBG-MIT Funds (B)				
TOTAL Project Funds (A+B)				
<b>Section Two – Accomplishments within the <u>Past</u> Month:</b>				

CAO

<b>Section Three – Issues or risks that have been faced with resolutions:</b>		
<b>Section Four – Projected activities to be completed within the following Month:</b>		
<b>Section Five – Required Submissions:</b>		
❖ <b>Attachment B - Project Budget</b> ➤ Has the Project Budget changed? ➤ <i>If answered "Yes", please submit the <b>Revised Attachment B.</b></i>	Yes <input type="checkbox"/>	No <input type="checkbox"/>
❖ <b>Attachment C - Activity Work Plan</b> ➤ Has the Activity Work Plan changed? ➤ <i>If answered "Yes", please submit the <b>Revised Attachment C.</b></i>	Yes <input type="checkbox"/>	No <input type="checkbox"/>
❖ <b>Timeline (Milestones) for Implementation</b> ➤ Has the Timeline changed? ➤ <i>If answered "Yes", please submit the <b>Detailed Timeline (Milestones).</b></i>	Yes <input type="checkbox"/>	No <input type="checkbox"/>
❖ <b>Staffing Plan</b> ➤ Were there any Staffing changes? ➤ <i>If answered "Yes", please submit the <b>Revised Staffing Plan</b> which will include the <b>Revised Org Chart and Updated names and Job descriptions.</b></i>	Yes <input type="checkbox"/>	No <input type="checkbox"/>
❖ <b>Equipment Transfer/Disposal</b> ➤ Were there Equipment Transferred/Disposed? ➤ <i>If answered "Yes", please request a copy of the <b>Equipment Transfer/Disposal Form</b> and disposition instructions from your grant Manager. Complete and submit the <b>Equipment Transfer/Disposal form.</b></i>	Yes <input type="checkbox"/>	No <input type="checkbox"/>
This report was prepared by:	Signature and date:	

8801



EXHIBIT F

CONTRACTORS' MONTHLY COMPLIANCE FORM – SECTION 3

Every month, Contractor and all subcontractor(s) must sign, date, and deliver this form to the Grant Coordinator.

Project Name \_\_\_\_\_

Project Location \_\_\_\_\_

For the Month of \_\_\_\_\_

I. Hiring

- I have NOT hired any new employees during the month specified.
- I have hired \_\_\_ Section 3 employees, and/or \_\_\_ non-Section 3 employees during the month.

II. Recruitment

- I have advertised to fill vacancy(ies) at the site(s) where work is taking place, in connection with this project. Below, I have checked the steps I have taken to find Section 3 low-income residents, from the targeted groups and neighborhoods, to fill any vacancies.
- Placed signs or posters in prominent places at project site(s).
- Taken photographs of the above item to document that the above step was carried out.
- Distributed employment flyers to the administrative office of the local Public Housing Authority.
- Kept a log of all applicants and indicated reasons why Section 3 residents who applied were not hired.
- Retained copies of any employment applications completed by Section 3 residents.

III. Verification

- I have attached proof of all checked items.

I hereby certify that the above information is true and correct.

Date \_\_\_\_\_

Signature \_\_\_\_\_

Title \_\_\_\_\_

Business \_\_\_\_\_



Florida Department of Economic Opportunity |  
 Caldwell Building | 107 E. Madison Street |  
 Tallahassee, FL 32399  
 850.245.7105 |  
[www.FloridaJobs.org](http://www.FloridaJobs.org)  
[www.twitter.com/FLDEO](https://twitter.com/FLDEO)  
[www.facebook.com/FLDEO](https://www.facebook.com/FLDEO)



An equal opportunity employer/program. Auxiliary aids and service are available upon request to Individuals with disabilities. All voice telephone numbers on this document may be reached by persons using TTY/TTD equipment via the Florida Relay Service at 711.

EXHIBIT G

ANNUAL AUDIT MONITORING REPORT

Circular 2 CFR Part 200.332 requires Collier County to monitor subrecipients of federal awards to determine if subrecipients are compliant with established audit requirements (Subpart F). Accordingly, Collier County requires that all appropriate documentation is provided regarding the organization's compliance. In determining Federal awards expended in a fiscal year, the subrecipient must consider all sources of Federal awards, based on when the activity related to the Federal award occurs, including any Federal award provided by Collier County. The determination of amounts of Federal awards expended shall be in accordance with the guidelines established by 2 CFR Part 200, Subpart F – Audit Requirements. This form may be used to monitor Florida Single Audit Act (Statute 215.97) requirements.

<b>Subrecipient Name</b>	
<b>First Date of Fiscal Year (MM/DD/YY)</b>	<b>Last Date of Fiscal Year (MM/DD/YY)</b>
<b>Total Federal Financial Assistance Expended during most recently completed Fiscal Year</b>	<b>Total State Financial Assistance Expended during most recently completed Fiscal Year</b>
\$	\$

Check A. or B. Check C if applicable

<input type="checkbox"/>	A. The federal/state expenditure threshold for our fiscal year ending as indicated above has been met, and a Single Audit as required by 2 CFR Part 200 Subpart F has been completed or will be completed by _____. Copies of the audit report and management letter are attached or will be provided within 30 days of completion.
<input type="checkbox"/>	B. We are not subject to the requirements of OMB 2 CFR Part 200, Subpart F because we: <ul style="list-style-type: none"> <li><input type="checkbox"/> Did not exceed the expenditure threshold for the fiscal year indicated above</li> <li><input type="checkbox"/> Are a for-profit organization</li> <li><input type="checkbox"/> Are exempt for other reasons – explain _____</li> </ul> An audited financial statement is attached and if applicable, the independent auditor's management letter.
<input type="checkbox"/>	C. Findings were noted, a current Status Update of the responses and corrective action plan is included separate from the written response provided within the audit report. While we understand that the audit report contains a written response to the finding(s), we are requesting an updated status of the corrective action(s) being taken. Please do not provide just a copy of the written response from your audit report, unless it includes details of the actions, procedures, policies, etc. implemented and when it was or will be implemented.

Certification Statement

I hereby certify that the above information is true and accurate.

<b>Signature</b>	<b>Date</b>
<b>Print Name and Title</b>	

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Ron DeSantis  
GOVERNOR



Dane Eagle  
SECRETARY

EXHIBIT H  
CDBG-MIT  
QUARTERLY PROGRAM REPORT

<b>Grant No. – Sub. Name:</b>				
<b>Project Title:</b>				
<b>Funding Awarded:</b>				
<b>Agreement Period:</b>				
<b>Primary Points of Contact Information:</b>		Grant Manager name GM Phone # / GM email DEO - Office of Long-Term Resiliency	Primary project manager Phone# / Email Title	
<b>Activity Reporting Period: QUARTER YEAR</b>				
<i>An update of this report shall be submitted to DEO ten (10) calendar days after the end of each month.</i>				
<b>Section One – Financial Data:</b>				
	Amount	Funds used this period	Funds used to date	Balance Remaining
Leverage Funds (A)				
CDBG-MIT Funds (B)				
TOTAL Project Funds (A+B)				
<b>Section Two – Accomplishments within the <u>Past</u> Quarter:</b>				
<b>Section Three – Issues or risks that have been faced with resolutions:</b>				

CAO

**Section Four – Projected activities to be completed within the following Quarter:**

**Section Five – Required Submissions** (Attachments – A(3)(M), D(18), E(5), F) :

<p>❖ <b>Staffing Plan</b></p> <ul style="list-style-type: none"> <li>➤ Were there any Staffing changes since last Quarter?             <ul style="list-style-type: none"> <li>➤ <i>If answered "Yes", please submit the <b>Updated Org. Chart.</b></i></li> </ul> </li> </ul>	<p>Yes <input type="checkbox"/></p>	<p>No <input type="checkbox"/></p>
<p>❖ <b>Fair Housing</b> (Attachment F)</p> <ul style="list-style-type: none"> <li>➤ Do you Certify that Subrecipient Name will "affirmatively further fair housing" in its community?</li> <li>➤ <i>Submit with this Report a copy of the Surecipient's fair housing resolution or ordinance.</i></li> <li>➤ <i>Submit, in the box below, the <b>name and contact information</b> of the Subrecipient's Fair Housing Coordinator.</i></li> <li>➤ <i>Provide a copy of the published Fair Housing Coordinator's contact information from the newspaper where listed OR provide, in the box below, the email address for the home page of the Subrecipient's website.</i></li> <li>➤ <i>Establish a system (spreadsheet) to log all fair housing calls and submit to DEO GM on a quarterly basis.</i></li> <li>➤ <i>Submit to DEO GM support documentation (as proof) for fair housing activities conducted each quarter.</i></li> <li>➤ <i>Submit to DEO GM a copy of the fair housing poster displayed in the Subrecipient's office each quarter.</i></li> </ul> <p style="text-align: center;"><b>Subrecipient shall document its fair housing activities by keeping photographs, newspaper articles, sign-in sheets and copies of handouts in their CDBG-MIT project file and include information about the activities in the comment section of each QPR.</b></p>	<p>Yes <input type="checkbox"/></p> <p><input type="checkbox"/></p> <p><input type="checkbox"/></p> <p><input type="checkbox"/></p> <p><input type="checkbox"/></p> <p><input type="checkbox"/></p> <p><input type="checkbox"/></p> <p><input type="checkbox"/></p>	<p style="color: red;">This is a condition for receipt of CDBG-MIT funds.</p>



<p>❖ <b>Section 504 and the Americans with Disabilities Act (ADA)</b> (Attachment F)</p> <ul style="list-style-type: none"> <li>➤ Do you Certify that Subrecipient Name provides access to all federally funded activities to all individuals, regardless of handicap?</li> <li>➤ <i>Submit with this Report a copy of the Subrecipient's Section 504/ADA resolution or ordinance.</i></li> <li>➤ <i>Submit, in the box below, the <b>name and contact information</b> of the Section 504/ADA Coordinator.</i></li> <li>➤ <i>Provide a copy of the published Section 504/ADA Coordinator's contact information from the newspaper where listed OR provide, in the box below, the email address for the Subrecipient website home page.</i></li> <li>➤ <i>Establish a system (spreadsheet) to log all Section 504/ADA calls and submit to DEO GM on a quarterly basis.</i></li> <li>➤ <i>The Subrecipient will keep all Section 504/ADA information in their CDBG-MIT project file as well as submitting the information on a quarterly basis in the QPR.</i></li> </ul>	<p>YES <input type="checkbox"/></p> <p><input type="checkbox"/></p> <p><input type="checkbox"/></p> <p><input type="checkbox"/></p> <p><input type="checkbox"/></p>	<p style="color: red;">This is a condition for receipt of CDBG-MIT funds.</p>
<ul style="list-style-type: none"> <li>➤ <b>Name and contact information of Subrecipient's Section 504/ADA Coordinator:</b></li> <li>➤ <i>Email address for the home page of the Sub-Recipient's website.</i></li> </ul>		
<p>❖ <b>Section 3</b> (Attachments F, G(6))</p> <ul style="list-style-type: none"> <li>➤ Did Subrecipient Name and the contractors, subcontractors, subrecipients and consultants that it hires, hire qualified low- and moderate-income residents for any job openings that exist on CDBG-MIT-funded projects in the community?</li> <li>➤ <i>If answered "Yes", please submit a report addressing the following:</i> <ul style="list-style-type: none"> <li>• <i>The total number of labor hours worked.</i></li> <li>• <i>The total number of labor hours worked by Section 3 workers.</i></li> <li>• <i>The total number of labor hours worked by Targeted Section 3 workers.</i></li> </ul> </li> <li>➤ <i>If Section 3 benchmarks are not met, the subrecipient's qualitative efforts must be reported in a manner required by 24 CFR §75.25(b).</i></li> </ul>	<p>Yes <input type="checkbox"/></p> <p><input type="checkbox"/></p> <p><input type="checkbox"/></p> <p><input type="checkbox"/></p>	<p>No <input type="checkbox"/></p>

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<p>❖ <b>Construction Documentation</b> <i>(If Construction is part of the Project)</i></p> <ul style="list-style-type: none"> <li>➤ Is FULL Environmental Review completed <u>and</u> Approved?           <ul style="list-style-type: none"> <li>➤ <i>If answered "Yes", please take photographs or video of all activity locations <b>prior</b> to initiating any construction and submit with your QPR. As the construction progresses, additional photography or videography shall document the <b>ongoing</b> improvements and be submitted quarterly.</i></li> </ul> </li> </ul>	Yes <input type="checkbox"/>	No <input type="checkbox"/>
<p>❖ <b>Equipment Tracking</b> <i>(If Construction is part of the Project)</i></p> <ul style="list-style-type: none"> <li>➤ Any Equipment purchased <u>specifically</u> for this project?           <ul style="list-style-type: none"> <li>➤ <i>If answered "Yes", please submit an up-to-date Equipment Inventory Tracking Log listing the current equipment inventory, equipment service dates, etc. for monitoring purposes.</i></li> </ul> </li> </ul>	Yes <input type="checkbox"/>	No <input type="checkbox"/>
<p>❖ <b>Estimated construction start date</b></p>	MM/DD/YYYY	
<p>❖ <b>Estimated expenditure start date</b></p> <ul style="list-style-type: none"> <li>➤ Date Sub. is estimating submission of 1<sup>st</sup> Invoice to DEO.</li> </ul>	MM/DD/YYYY	
<p><i>This report was prepared by:</i></p>	<p><b>Signature and date:</b></p>	

FAIN #	N/A
Federal Award Date	February 4, 2021
Federal Award Agency	HUD
CFDA Name	Community Development Block Grants/State's program & Non-Entitlement Grants in Hawaii
CFDA/CSFA#	14.228
Total Amount of Federal Funds Awarded	\$206,240
Subrecipient Name	Collier Health Services, Inc. dba Healthcare Network
UEI#	GPXBQKU6AJA5
FEIN	59-1741277
R&D	NA
Indirect Cost Rate	NA
Period of Performance	August 4, 2022 – August 3, 2026
Fiscal Year End	03/31
Monitor End:	August 3, 2031

FIRST AMENDMENT TO  
 AGREEMENT BETWEEN COLLIER COUNTY, FLORIDA  
 AND  
 Collier Health Services, Inc. dba Healthcare Network

This AMENDMENT is made and entered into as of this 27 day of August 2024, by and between Collier County, a political subdivision of the State of Florida (COUNTY) and Collier Health Services, Inc. dba Healthcare Network (SUBRECIPIENT), a private non-profit organization having its principal office at 1454 Madison Ave. W., Immokalee, FL 34142.

RECITALS

WHEREAS, the COUNTY has entered into an Agreement with the State of Florida Department of Commerce (DOC) for a grant for the execution and implementation of a Community Development Block Grant Mitigation (CDBG-MIT) Program in certain areas of Collier County, pursuant to Title I of the Housing and Community Development Act of 1974 (as amended); and



WHEREAS, on July 14, 2020, the Board of County Commissioners (“Board”) approved Agenda Item 16D.6 – the “After-the-Fact” submittal of five (5) applications to the DOC; and

WHEREAS, on February 4, 2021, the DOC awarded CDBG-MIT funds to four (4) of the five (5) submitted applications; and

WHEREAS, on June 28, 2021, the Board accepted the four (4) awards under Agenda Item 16.D.7 including the Marion E. Fether Medical Center Hardening; and

WHEREAS, all CDBG-MIT activities carried out by SUBRECIPIENT will: (1) meet the definition of mitigation activities; for the purpose of this funding, mitigation activities are defined as those activities that increase resilience to disasters and reduce or eliminate the long-term risk of loss of life, injury, damage to and loss of property, and suffering and hardship, by lessening the impact of future disasters; (2) address the current and future risks as identified in DOC’s Mitigation Needs Assessment of most impacted and distressed area(s); (3) be CDBG-eligible activities under Title I of the Housing and Community Development Act of 1974 (HCDA) or otherwise eligible pursuant to a waiver or alternative requirement; and (4) meet a National Objective, including additional criteria for mitigation activities and a Covered Project; and

WHEREAS, CDBG-MIT Funds made available for use by the SUBRECIPIENT under this Agreement constitute a subaward of the DOC Federal award, the use of which must be in accordance with requirements imposed by Federal statutes, regulations, and the terms and conditions of the DOC’s Federal award; and

WHEREAS, the COUNTY and SUBRECIPIENT wish to set forth the responsibilities and obligations of each in undertaking the CDBG-MIT project – (MIT22-01) Marion E. Fether Medical Center Hardening; and

WHEREAS, pursuant to Public Law (P.L.) P.L 115-123 Bipartisan Budget Act of 2018 and Additional Supplemental Appropriations for Disaster Relief Act of 2018 (approved February 9, 2018), and P.L. 116-20 Supplemental Appropriations for Disaster Relief Requirements Act, 2019 (approved June 6, 2019), Division B, Subdivision 1 of the Bipartisan Budget Act of 2018, P.L. 115-56, the “Continuing Appropriations Act, 2018”; and the requirements of the Federal Register (FR) notices entitled “Allocations, Common Application, Waivers, and Alternative Requirements for Community Development Block Grant Mitigation Grantees”, 84 FR 45838 (August 30, 2019) and “Allocations, Common Application, Waivers, and Alternative Requirements for Community Development Block Grant Disaster Recovery Grantees” (CDBG Mitigation) 86 FR 561 (January 6, 2021); (hereinafter collectively referred to as the “Federal Register Guidance”), the U.S. Department of Housing and Urban Development (hereinafter referred to as “HUD”) has awarded Community Development Block Grant-Mitigation (CDBG-



MIT) funds to DOC for mitigation activities authorized under Title I of the Housing and Community Development Act of 1974 (HCDA) (42 United States Code (U.S.C) section 5301) and applicable implementing regulations at 24. CFR part 570 and consistent with the Appropriations Act; and

WHEREAS, on December 13, 2022, Agenda Item 16.D.7, the Board approved the CDBG-MIT sub-award agreement with Collier Health Services, Inc. dba Healthcare Network; and

WHEREAS, the COUNTY and SUBRECIPIENT wish to amend the Agreement to update COUNTY contact information, add Section 1.7 Citizen Complaints, and update the General Provisions section.

NOW, THEREFORE, in consideration of the mutual benefits contained herein, it is agreed by the Parties to amend the Agreement as follows:

Words ~~Struck Through~~ are deleted; Words Underlined are added.

PART I  
SCOPE OF WORK

1.6 NOTICES

Notices required by this Agreement shall be in writing and delivered via mail (postage prepaid), commercial courier, personal delivery, or sent by facsimile or other electronic means. Any notice delivered or sent as aforesaid shall be effective on the date of delivery or sending. All notices and other written communications under this Agreement shall be addressed to the individuals in the capacities indicated below, unless otherwise modified by subsequent written notice.

COLLIER COUNTY      ATTENTION: ~~Maria Kantaras Parker Smith~~, Grant  
Coordinator  
Collier County Government  
Community and Human Services Division  
3339 Tamiami Trail East, Suite 213  
Naples, Florida 34112  
Email: ~~maria.kantarasparker.smith@colliercountyfl.gov~~  
Telephone: (239) 252-6141

SUBRECIPIENT      ATTENTION: Tami Raznoff, VP of Fiscal Affairs and CFO  
Collier Health Services, Inc. dba Healthcare Network  
1454 Madison Ave. W.  
Immokalee, Florida 34142



Email: [traznoff@healthcareswfl.org](mailto:traznoff@healthcareswfl.org)  
 Telephone: (239) 658-3001

## 1.7 CITIZEN COMPLAINTS

The goal of the Florida Department of Commerce is to provide an opportunity to resolve citizen complaints in a timely manner, usually in writing within fifteen (15) business days of the receipt of the complaint as expected by HUD, if practicable, and to provide the right to participate in the process and appeal a decision when there is a reason for an applicant to believe its application was not handled according to program policies. All applications, guidelines, and websites will include details on the right to file a complaint or appeal to the process for filing a complaint or beginning an appeal.

The SUBRECIPIENT will handle citizen complaints by:

- (a) Conducting investigations, as necessary;
- (b) Finding a resolution; or
- (c) Conducting follow-up actions.

Program Appeals:

Applicants may appeal program decisions related to one of the following activities:

- (a) A program eligibility determination;
- (b) A program assistance award calculation; or
- (c) A program decision concerning housing unit damage and the resulting program

Citizens may file a written complaint or appeal with the Office of Long-Term Resiliency by email at [CDBG-MIT@Commerce.fl.gov](mailto:CDBG-MIT@Commerce.fl.gov) or by mail to the following address:

Attention: Office of Long-Term Resiliency  
Florida Department of Commerce  
107 East Madison Street  
The Caldwell Building, MSC 420  
Tallahassee, Florida 3239

HUD Complaints:

If the complainant is not satisfied by the Subrecipient's determination, then the complainant may file a written appeal by following instructions issued in the letter of response. If the complainant has not been satisfied with the response at the conclusion of the complaint or appeals process, a formal complaint may be addressed directly to the regional department of Housing and Urban Development (HUD) at:

Department of Housing and Urban Development  
Charles E. Bennet Federal Building  
00 West Bay Street, Suite 1015  
Jacksonville, FL 32202

Fair Housing Complaints:

The Florida Office for Long-Term Resiliency operates in accordance with the Federal Fair Housing Law (The Fair Housing Amendments Act of 1988). Anyone who feels he or she has been discriminated against may file a complaint of housing discrimination: 1-800-669-9777 (Toll Free), 1-800-927-9275 (TTY) or [www.hud.gov/fairhousing](http://www.hud.gov/fairhousing).

\* \* \*

PART IV  
GENERAL PROVISIONS

- 4.51 Florida Statutes section 448.095 Employment Eligibility. Per Florida Statutes section 448.095(3), all Florida private employers are required to verify employment eligibility for all new hires beginning January 1, 2021. Eligibility determination is not required for continuing employees hired prior to January 1, 2021.

For purposes of satisfying the requirement of this condition regarding verification of employment eligibility, the SUBRECIPIENT shall participate in, and use, E-Verify ([www.e-verify.gov](http://www.e-verify.gov)), provided an appropriate person authorized to act on behalf of the recipient (or subrecipient) uses E-Verify (and follows the proper E-Verify procedures, including in the event of a "Tentative Non-confirmation" or a "Final Non-confirmation") to confirm employment eligibility for each hiring for a position in the United States that is or will be funded (in whole or in part) with award funds.

Questions about E-Verify should be directed to DHS. For more information about E-Verify visit the E-Verify website (<https://www.e-verify.gov/>) or email E-Verify at [E-Verify@dhs.gov](mailto:E-Verify@dhs.gov). E-Verify employer agents can email E-Verify at [E-VerifyEmployerAgent@dhs.gov](mailto:E-VerifyEmployerAgent@dhs.gov).

- 4.68 OSHA. Where SUBRECIPIENT employees are engaged in activities not covered under the Occupational Safety and Health Act of 1970, they shall not be required or permitted to work, be trained, or receive services in buildings or surroundings or under working conditions which are unsanitary, hazardous, or dangerous to the participant's health or safety.

4.69 Right to Know. Participants employed or trained for inherently dangerous occupations, e.g., fire or police jobs, shall be assigned to work in accordance with reasonable safety practices. The SUBRECIPIENT will comply with all applicable "Right to Know" Acts.

4.70 Whistleblower Protections:

- a. In accordance with 41 U.S.C. § 4712, the SUBRECIPIENT may not discharge, demote, or otherwise discriminate against an employee in reprisal for disclosing to any of the list of persons or entities provided below, information that the employee reasonably believes is evidence of gross mismanagement of a federal contract or grant, a gross waste of federal funds, an abuse of authority relating to a federal contract or grant, a substantial and specific danger to public health or safety, or a violation of law, rule, or regulation related to a federal contract (including the competition for or negotiation of a contract) or grant.
- b. The list of persons and entities referenced in the paragraph above includes the following:
  - i. A member of Congress or a representative of a committee of Congress;
  - ii. An Inspector General;
  - iii. The Government Accountability Office;
  - iv. A Treasury employee responsible for contract or grant oversight or management;
  - v. An authorized official of the Department of Justice or other law enforcement agency;
  - vi. A court or grand jury; or
  - vii. A management official or other employee of Recipient, contractor, or subcontractor who has the responsibility to investigate, discover, or address misconduct.

The SUBRECIPIENT shall inform its employees in writing of the rights and remedies provided under this section, in the predominant native language of the workforce.

4.68 4.71 ENTIRE AGREEMENT This Agreement constitutes the entire agreement between COUNTY and SUBRECIPIENT for the use of funds received under this Agreement and it supersedes all prior or contemporaneous communications and proposals, whether electronic, oral, or written between COUNTY and SUBRECIPIENT with respect to this Agreement.

\* \* \*

(Signature Page to Follow)

IN WITNESS WHEREOF, the SUBRECIPIENT and COUNTY, have each respectively, by an authorized person or agent, hereunder set their hands and seals on the date first written above.

ATTEST:

AS TO COUNTY:

CRYSTAL K. KINZEL, CLERK

BOARD OF COUNTY COMMISSIONERS OF COLLIER COUNTY, FLORIDA

*By: [Signature]*  
Deputy Clerk

By: *Chris Hall*  
CHRIS HALL., CHAIRPERSON

Dated: *August 28, 2024*  
(SEAL) Attest as to Chairman's signature only

Date: 8-27-2024

WITNESSES:

AS TO SUBRECIPIENT:

*[Signature]*  
Witness #1 Signature

COLLIER HEALTH SERVICES, INC. D/B/A HEALTHCARE NETWORK

Graciela Compear  
Witness #1 Printed Name

By: *[Signature]*  
TAMI RAZNOFF, VICE PRESIDENT OF FISCAL AFFAIRS AND CHIEF FINANCIAL OFFICER

*[Signature]*  
Witness #2 Signature

Martine Woolley  
Witness #2 Printed Name

Date: 8/28/2024

[Please provide evidence of signing authority]

Approved as to form and legality:

*[Signature]*  
Carly Jeanne Sanseverino  
Assistant County Attorney

# CONTRACT TEMPLATE

**CONSTRUCTION CONTRACT**

**U.S. Department of Housing and  
Urban Development**  
Office of Housing

OMB Approval No. 2502-0598  
(Exp. 9/30/2021)

**Public Reporting Burden** for this collection of information is estimated to average 1 hour per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Response to this request for information is required in order to receive the benefits to be derived. This agency may not collect this information, and you are not required to complete this form unless it displays a currently valid OMB control number. While no assurance of confidentiality is pledged to respondents, HUD generally discloses this data only in response to a Freedom of Information Act request.

**Warning:** Federal law provides that anyone who knowingly or willfully submits (or causes to submit) a document containing any false, fictitious, misleading, or fraudulent statement/certification or entry may be criminally prosecuted and may incur civil administrative liability. Penalties upon conviction can include a fine and imprisonment, as provided pursuant to applicable law, which includes, but is not limited to, 18 U.S.C. 1001, 1010, 1012; 31 U.S.C. 3729, 3802, 24 C.F.R. Parts 25, 28 and 30, and 2 C.F.R. Parts 180 and 2424.

HUD Project No.: \_\_\_\_\_  
Project Name: \_\_\_\_\_

Cost Plus Contract \_\_\_\_\_  
Lump Sum Contract \_\_\_\_\_

**THIS CONSTRUCTION CONTRACT (“Contract”)** is made this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, between \_\_\_\_\_ (“**Contractor**”) and \_\_\_\_\_ (“**Owner**”) (“**Parties**”).

The definition of any capitalized term or word used herein can be found in this Contract and the General Conditions, except the term “**Project**” shall have the same definition as in the Regulatory Agreement between Borrower (Owner) and HUD, except that the term “**Program Obligations**” means (1) all applicable statutes and any regulations issued by the Secretary pursuant thereto that apply to the Project, including all amendments to such statutes and regulations, as they become effective, except that changes subject to notice and comment rulemaking shall become effective only upon completion of the rulemaking process, and (2) all current requirements in HUD handbooks and guides, notices, and mortgagee letters that apply to the Project, and all future updates, changes and amendments thereto, as they become effective, except that changes subject to notice and comment rulemaking shall become effective only upon completion of the rulemaking process, and provided that such future updates, changes and amendments shall be applicable to the Project only to the extent that they interpret, clarify and implement terms in this Contract rather than add or delete provisions from such document. Handbooks, guides, notices, and mortgagee letters are available on “HUDCLIPS,” at [www.hud.gov](http://www.hud.gov). Any HUD form referenced herein shall be the current version of that form, and shall include any successor form adopted by HUD.

**The Contractor and the Owner agree as follows:**

**Article 1: Scope of Contract**

A. The Contract between the Parties is set forth in the “**Contract Documents**,” which consist of this Contract and the other documents identified in Article 2 below. Together, these form the entire Contract between Owner and Contractor, and by this reference these Contract Documents are fully incorporated herein. Any previously

existing contract or understanding concerning the Work contemplated by the Contract Documents is hereby revoked. Any side agreements between Owner and Contractor shall be disclosed to HUD.

B. Except to the extent specifically indicated in the Contract Documents to be the responsibility of others, Contractor shall furnish all of the materials and perform all of the Work shown on, and in accordance with, the Drawings and Specifications.

C. The Contract shall not be amended without the prior written approval of Lender and HUD in accordance with Program Obligations. Failure to receive such prior HUD and Lender approval shall render any such amendment void.

## **Article 2: Identification of Contract Documents**

A. The Contract Documents are identified as follows:

(1) This Construction Contract (HUD-92442M) (“Contract”).

(2) The General Conditions of the Contract for Construction, AIA Document A201 – \_\_\_\_\_ {Insert year of current edition} (“General Conditions”, attached hereto as Exhibit \_\_), expressly excepting those provisions mandating binding arbitration. If any of the provisions of this Contract conflict with the terms contained in the General Conditions, the provisions in this Contract shall control.

(3) The Supplementary Conditions to the Construction Contract (HUD-92554M), attached hereto as Exhibit \_\_.

(4) The Drawings, an index of which is attached hereto as Exhibit\_\_\_\_.

Number\_\_\_\_\_Title\_\_\_\_\_Pages\_\_\_\_\_

(5) The Specifications, an index of which is attached hereto as Exhibit\_\_\_\_

Number\_\_\_\_\_Title\_\_\_\_\_Pages\_\_\_\_\_

(6) The Contractor's and/or Mortgagor's Cost Breakdown (HUD-2328), approved by HUD on the date of \_\_\_\_\_, 20\_\_\_\_, attached hereto as Exhibit\_\_\_\_.

(7) **[Applicable for Cost Plus Contracts when an Incentive Payment Addendum is agreed to by the Parties]** If this is designated a Cost Plus Contract, the Construction Contract Incentive Payment (HUD-

92443) form is attached hereto as Exhibit\_\_\_ (Incentive Payment Addendum).

**OR**

**[Applicable for Lump Sum Contracts when an Incentive Payment Addendum is agreed to by the Parties]** If this is designated a Lump Sum Contract and there is no Identity of Interest between Contractor and Owner, the Construction Contract Incentive Payment (HUD-92443) form is attached hereto as Exhibit\_\_\_ (Incentive Payment Addendum).

(8) The Prevailing Wage Determination \_\_\_\_\_ Modification Number\_\_\_\_\_, last published/modified on (date) \_\_\_\_\_, 20\_\_\_\_, and attached hereto as Exhibit\_\_\_\_\_.

(9) Completed and fully-executed document identifying Identities of Interest among Owner, Contractor, Subcontractors, and Architect (see Appendix 8 of Handbook 4430.1 and the MAP Guide Appendices), attached hereto as Exhibit \_\_\_\_\_.

(10) Any change orders approved by HUD after the execution of this Contract.

(11) If applicable, the Retainage Reduction Rider attached hereto as Exhibit\_\_\_\_\_.

B. The Drawings and Specifications were prepared by \_\_\_\_\_ (“**Design Architect**”). The architect administering the Construction Contract is \_\_\_\_\_ (“**Architect**”).

C. A master set of the Drawings and Specifications, identified by the signatures of Owner, Contractor, Design Architect, Architect, Lender , and Contractor’s surety or guarantor (if applicable), have been placed on file with HUD, and shall govern in all matters that arise with respect to the Contract Documents.

D. Changes in the Drawings and Specifications, or any terms of the Contract Documents, including orders for extra work, changes by altering or adding to the Work, orders that shall change the design concept, or orders extending the Project Substantial Completion Deadline (identified in Article 3) may be effected only with the prior written approval of Owner’s Lender (as defined in Article 11) and HUD, and under such conditions as either Lender or HUD may establish.

**Article 3: Time**

A. Contractor shall commence the Work to be performed under this Contract within fourteen (14) days of this Contract and shall bring the Work to Project Substantial Completion by \_\_\_\_\_, 20\_\_\_\_ [this date shall be dependent on when the Work

is commenced] (“**Project Substantial Completion Deadline**”).

B. “**Project Substantial Completion**” shall be the date that the HUD Representative signs the final FHA Inspection Report contained in form HUD-92485 (Permission to Occupy Project Mortgages) for the Project required by the Contract Documents and Program Obligations, provided the Permission to Occupy in the same HUD-92485 is subsequently signed by the Authorized Agent of FHA. For purposes of determining any Liquidated Damages in Article 3.E below, “**Substantial Completion**” shall be the stage in the progress of the Work when a designated portion of the Work is sufficiently complete in accordance with the Contract Documents and Program Obligations so that the Owner can occupy or utilize that designated portion of the Work for its intended use, the HUD Representative signs the FHA Inspection Report in form HUD-92485, and the Permission to Occupy in the same HUD-92485 is subsequently signed by the Authorized Agent of FHA. Notwithstanding any other provision in the Contract Documents, Contractor remains liable to complete items of incomplete construction as approved in HUD’s sole discretion.

C. The Project Substantial Completion Deadline may be extended in accordance with the terms of the General Conditions only with the prior written approval of HUD through a HUD-approved change order.

D. Contractor shall correct any defects due to faulty materials or workmanship which appear within twelve (12) months from Project Substantial Completion. Warranty for Work first performed after Project Substantial Completion or portions of the Work not specifically included in a Certificate of Substantial Completion (defined as any executed Permission to Occupy in HUD-92485) shall extend twelve (12) months from the Date of Final Completion. The “**Date of Final Completion**” shall be the date the HUD representative signs the final HUD Representative’s Trip Report (form HUD-95379) provided that the trip report is subsequently endorsed by the Construction Manager. Warranty for all Work performed after the Date of Final Completion shall extend twelve (12) months from the date all such Work is completed.

E. If Contractor does not meet the Project Substantial Completion Deadline or such date to which the Project Substantial Completion Deadline may be mutually extended by approved change order, in accordance with the Drawings and Specifications, including any authorized changes, the maximum sum stated in Article 4 (either Option 1 or Option 2) below shall be reduced by \$\_\_\_\_\_ per unit for each day of delay until Project Substantial Completion (“**Liquidated Damages**”). Liquidated Damages, however, shall not be assessed against any of the Work that has reached Substantial Completion (if applicable) in accordance with Program Obligations. When Owner submits to HUD its Cost Certification, Actual Damages shall be calculated. The term “**Actual Damages**” is defined as the actual cost of interest, taxes, insurance and mortgage insurance premiums, less the Project’s net operating income, for the period from the Project Substantial Completion Deadline through Project Substantial Completion, the calculation of which shall be approved by HUD. The lesser of the Liquidated Damages or Actual Damages shall be applied.

F. [**Applicable when an Incentive Payment Addendum is agreed to by the Parties**] The Parties have completed the appropriate blank spaces in Article 4 (Option 1 or Option 2) below with respect to “**Incentive Payment**,” providing for the payment of an additional sum to Contractor as an incentive for completing the Project earlier than

the Project Substantial Completion Deadline, or by such date to which the Project Substantial Completion Deadline may be extended by approved change order. If the Work is brought to Project Substantial Completion before the Project Substantial Completion Deadline, the contract sum stated in Article 4 (Option 1 or Option 2) below shall be increased, as indicated, by an Incentive Payment calculated in accordance with the Incentive Payment Addendum, consistent with Program Obligations. In cases requiring cost certification by Contractor, Contractor shall not be entitled to any Incentive Payment resulting from early completion if HUD determines that Contractor's cost certification is fraudulent or materially misrepresents Contractor's Actual Cost of Construction, as defined herein.

**[Option 1] Article 4: Contract Sum -- Cost Plus Contract**

A. Subject to the provisions hereinafter set out, Owner shall pay to Contractor for the performance of this Contract the following items in cash:

- (1) The Actual Cost of Construction as defined in Article 13 below; plus
- (2) Builder's Profit of \$ \_\_\_\_\_.

In no event, however, shall the total cash payable pursuant to this paragraph A exceed \$ \_\_\_\_\_.

B. In addition to any cash fee provided for in paragraph A, Owner shall pay to Contractor, by means other than cash, the following:

- (1) A promissory note in the form prescribed by HUD in the amount of \$ \_\_\_\_\_.
- (2) \$ \_\_\_\_\_ in the form of \_\_\_\_\_.

C. If Contractor shall have received cash payments in excess of (a) the Actual Cost of Construction plus (b) the Builder's Profit, plus any additional amount to be paid under the provisions of paragraph B, all such excess shall be refunded to Owner.

D. **[Applicable when an Incentive Payment Addendum is agreed to by the Parties]** Incentive Payment, where there is no Identity of Interest between Owner and Contractor:

- (1) If the Work is completed prior to the Project Substantial Completion Deadline, Owner shall make an incentive payment to Contractor. The amount of the payment shall be determined according to Exhibit \_\_\_\_, attached hereto, and consisting of page 2 of HUD-92443, entitled Incentive Payment Computation. Steps 1(a) and 3(b) thereof contain blanks that are to be filled in at the time this Contract is executed. *(Insert that portion of the sum of interest, taxes, insurance, and Mortgage Insurance Premium that appears in Section G of HUD-92264 attributable to the construction period. If there has been a change in the interest rate charged for the construction period (see footnote designated "\*\*\*" on page 1 of HUD-92443), the dollar amount included in Section G of HUD-92264 must be adjusted. The adjusted amount must be reflected in the savings computation.)* Furthermore, the procedures set forth in footnote designated "\*\*\*" on page 1 of HUD-92443 must be followed.

(2) If Contractor shall have received cash payments in excess of (a) the Actual Cost of Construction plus (b) the Builder's Profit, plus any additional amount to be paid under the provisions of paragraph B, plus the incentive payment under the provisions of paragraph D(1) above, all such excess shall be refunded to Owner.

(3) No incentive payment shall be allowed on savings in costs disallowed by HUD or if Contractor's cost certification is found by HUD to be either fraudulent or to materially misrepresent the Actual Cost of Construction.

**E. [Applicable when an Incentive Payment Addendum is agreed to by the Parties]** Incentive Payment, where there is an Identity of Interest between Owner and Contractor:

(1) The cash upset figure set forth at the end of paragraph A, immediately above is hereby increased by the amount by which \$\_\_\_\_\_ (the estimated sum of interest on the Loan, taxes, and property insurance and mortgage insurance premiums applicable to the construction period for this Project (See footnote designated "\*\*\*" on page 1 of HUD-92443)) exceeds the Borrower's certified actual cost for these items through Project Substantial Completion, as approved by HUD, provided that construction is completed prior to the Project Substantial Completion Deadline, as amended by approved change order, and, further, that in no event shall the total cash payable exceed the Actual Cost of Construction as approved by HUD.

(2) If the aggregate interest rate during the construction period is determined at the time of cost certification to be less than that upon which the Note was endorsed, the estimated amount for interest, line 53 of HUD-92264, shall be adjusted accordingly and the dollar amount set forth in paragraph E(1) shall be reduced.

#### **[Option 2] Article 4: Contract Sum -- Lump Sum Contract**

A. Owner shall pay Contractor for the performance of this Contract, hereinafter provided, the sum of \$\_\_\_\_\_ (\_\_\_\_\_ and \_\_\_\_\_/100 dollars).

**B. [Applicable when an Incentive Payment Addendum is agreed to by the Parties]** Incentive Payment: If the Work is completed prior to the Project Substantial Completion Deadline, Owner shall pay to Contractor, in addition to the contract sum stated in paragraph A, an amount equal to \_\_\_\_% (not to exceed 50%) of the amount by which the sum of Owner's certified cost of interest, real estate taxes, insurance premiums and mortgage insurance premium during construction, as approved by HUD through Project Substantial Completion, is exceeded by HUD's estimates of these same items, which estimate is \$\_\_\_\_\_. *(Insert that portion of the sum of interest, taxes, insurance, and mortgage insurance premium that appears in Section G of HUD-*

92264 attributable to the construction period. If there has been a change in the interest rate charged for the construction period (See footnote designated “\*\*\*” on page 1 of HUD-92443), the dollar amount included in Section G of HUD-92264 must be adjusted. The adjusted amount must be reflected in the savings computation.) No incentive payment shall be allowed on savings in costs disallowed by HUD or if Contractor’s cost certification is found by HUD to be either fraudulent or to materially misrepresent the Actual Cost of Construction.

### **Article 5: Requisition and Payment Procedures**

A. Each month after the commencement of Work hereunder, Contractor shall make a monthly request on HUD-92448 for payment by Owner for Work done during the preceding month. Each request for payment shall be filed at least 15 days before the date payment is desired. Subject to the approval of Lender and HUD, Contractor shall be entitled to payment thereon in an amount equal to (1) the total value of classes of the Work acceptably completed; plus (2) the value of materials and equipment not incorporated in the Work, but delivered to and suitably stored at the site; plus (3) the value of components stored off-site in compliance with Program Obligations; less (4) ten (10) percent holdback [as this percentage may be reduced in accordance with the provisions of the Retainage Reduction Rider attached hereto, if applicable](or as reduced by HUD in writing) and less (5) prior payments. The “values” of (1), (2) and (3) shall be computed in accordance with the amounts assigned to classes of Work in HUD-92328.

B. With its final application for payment by Owner, Contractor shall disclose, on a form prescribed by HUD, all unpaid obligations contracted in connection with the Work performed under this Contract. Contractor agrees that within 15 days following receipt of final payment, it shall pay such obligations in cash and furnish satisfactory evidence of such payment to Owner.

C. The balance due to Contractor hereunder shall be payable upon the expiration of thirty (30) days after the Work hereunder is fully completed, provided the following have occurred: (1) all Work hereunder requiring inspection by Governmental Authorities having jurisdiction has been inspected and approved by such authorities and by the rating or inspection organization, bureau, association or office having jurisdiction; (2) all certificates of occupancy, or other approvals, with respect to the Project have been issued by Governmental Authorities; (3) Permission(s) to Occupy (HUD-92485) for all units of the Project have been issued by HUD; (4) where applicable, HUD shall have approved Contractor’s Certificate of Actual Cost; (5) as-built Drawings and Specifications, the as-built survey and all warranties shall have been delivered to Owner; and (6) all executed final advance documents required by HUD have been submitted.

### **Article 6: Receipts, Releases of Liens & Payments for Materials & Equipment**

A. Contractor agrees that within fifteen (15) days following receipt of each monthly payment, it shall pay in full and in cash all obligations for Work done and

materials, equipment and fixtures furnished through the date covered by such monthly payment. Contractor may withhold retainage from the payment due each subcontractor, corresponding to, but not exceeding, the ten (10) percent holdback specified in item (4) of Article 5, paragraph A.

B. Owner may require Contractor to attach to each request for payment its acknowledgment of payment and all subcontractors' and material suppliers' acknowledgments of payment for Work done and materials, equipment and fixtures furnished through the date covered by the previous payment.

C. Contractor agrees that no materials or equipment required by the Specifications shall be purchased under a conditional sale contract or with the use of any security agreement or other vendor's title or lien retention instrument.

D. Concurrently with the final payment, Contractor shall execute a waiver or release of lien for all the Work performed and materials furnished hereunder, and Owner shall require Contractor to obtain similar waivers or releases from all subcontractors and material suppliers, if permitted by state law.

### **Article 7: Obligations of Contractor**

A. Contractor shall furnish, at its own expense (or Owner's expense, if applicable), all building and other permits, licenses, tools, equipment and temporary structures necessary for the construction of the Project. Contractor shall give all required notices and shall comply with all applicable codes, laws, ordinances, rules and regulations, and protective covenants, wherever applicable. Contractor shall comply with the provisions of the Occupational Safety and Health Act of 1970. Contractor shall immediately notify Owner, Lender and HUD of the delivery of all permits, licenses, certificates of inspection, certificates of occupancy, and any other such certificates and instruments required by law, regardless of to whom issued, and shall cause them to be displayed to Owner, Lender and HUD upon request.

B. If Contractor observes that the Drawings and Specifications are at variance with any applicable codes, laws, ordinances, rules or regulations, or protective covenants, it shall promptly notify Architect in writing, and any necessary changes shall be made as provided in this Contract for changes in the Drawings and Specifications. If Contractor performs any Work knowing it to be contrary to such codes, laws, ordinances, rules or regulations, or protective covenants, without giving such notice to Architect, it shall bear all costs arising therefrom.

C. Upon completion of construction, Contractor shall furnish to Owner a land survey map prepared in accordance with Program Obligations, ALTA-NSPS standards and the HUD Surveyor's Report showing the location on the site of all improvements constructed thereon, and showing the location of all water, sewer, gas and electric lines and mains, and of all existing utility easements. Such survey map shall be prepared by a licensed surveyor who shall certify that the Work is installed and erected entirely upon the land covered by the Security Instrument and within any building restriction lines on said land, and does not overhang or otherwise encroach upon any easement or right-of-way of others. To the extent such data shows that the Contractor has deviated from the Plans and Specifications, Contractor shall be responsible, at its own expense (or Owner's expense, if applicable), for correcting any such deviations. In addition,

Contractor shall furnish additional surveys when Owner so requires, for any improvements, including structures and utilities not theretofore located on a survey.

D. Contractor shall assume full responsibility for the maintenance of all landscaping that may be required by the Drawings and Specifications until such time as both Parties to this Contract shall receive written notice from HUD that such landscaping has been finally completed. Owner hereby agrees to make available to the Contractor, for such purpose, without cost to the latter, such facilities as water, hose and sprinkler.

E. There shall be withheld from the final payment an amount satisfactory to Lender and HUD for any Work items that are incomplete at the time of such final payment.

### **Article 8: Assurance of Completion**

Contractor shall furnish to Owner assurance of completion of the Work in the form of (specify) \_\_\_\_\_  
\_\_\_\_\_. Such assurance of completion shall run to Owner and Lender as obligees and shall contain a provision whereby the surety agrees that any claim or right of action that either Owner or Lender might have thereunder may be assigned to HUD.

### **Article 9: Waiver of Lien or Claim**

A. In jurisdictions where permitted by law, Contractor shall not file a mechanic's or materialman's lien or maintain any claim against Owner's Land or Improvements for or on account of any Work done, labor performed or materials furnished under this Contract, and shall include in each subcontract a clause which shall impose this requirement on the subcontractor.

B. In jurisdictions where permitted by law, Owner may require Contractor to execute a waiver of liens that shall be recorded prior to the commencement of construction. Contractor for itself, subcontractors, suppliers, materialmen, and all persons acting through or under it, agrees not to file or maintain mechanics' liens or claims against the property described herein, on account of Work done, labor performed or materials provided by them.

### **Article 10: Right of Entry**

A. At all times during construction, HUD, Lender, and their agents or assigns shall have the right of entry and free access to the Project and the right to inspect all Work done and materials, equipment and fixtures furnished, installed or stored in and about the Project. For such purpose, Contractor shall furnish such enclosed working space as Lender or HUD may require and find acceptable as to location, size, accommodations and furnishings.

### **Article 11: Assignments, Subcontracts and Termination**

A. This Contract shall not be assigned by either party without the prior written consent of the other party, Lender and HUD, except that Owner may assign this Contract, or any rights hereunder, to Lender or HUD.

B. Contractor shall not subcontract all of the Work to be performed hereunder without the prior written consent of Owner, Lender and HUD.

C. Upon request by Owner, Lender or HUD, Contractor shall disclose the names of all persons with whom it has contracted or will contract with respect to Work to be done and materials and equipment to be furnished hereunder.

D. Contractor understands that the Work under this Contract is to be financed by a building loan to be secured by a Security Instrument and insured by HUD, and that the terms of said Loan are set forth in a Building Loan Agreement between Owner as Borrower and \_\_\_\_\_ as Lender.

E. Contractor further understands that said Building Loan Agreement provides that, in the event of the failure of Owner to perform its obligations to Lender thereunder, Lender may, as attorney-in-fact for Owner, undertake the completion of the Project in accordance with this Contract. In the event Lender elects not to undertake such completion, this Contract shall terminate pursuant to AIA Document A201 § 14.2 in the case of termination for cause, or AIA Document A201 § 14.4 in the case of termination for convenience.

## **Article 12: Roles of HUD and Lender**

HUD is the insurer of Lender's Loan made to finance the construction identified herein, pursuant to the Building Loan Agreement. Nothing provided herein, no action or inaction of the Parties to this Contract, or actions or inaction by any third parties, shall impute to HUD or Lender status as a party to this Contract; HUD and Lender have no liability to Contractor or Owner under the Contract Documents.

## **[Option 1] Article 13: Certification of Actual Cost -- Cost Plus Contract**

A. The "**Actual Cost of Construction**" shall include all items of cost and expense incurred by Contractor in the performance of this Contract. Allowable items of cost and expense incurred by Contractor in the performance of this Contract shall include costs and expenses of labor, materials for construction, equipment and fixtures, field engineering, sales taxes, workmen's compensation insurance, social security, public liability insurance, general requirements and all other expenses directly connected with construction. The value of any kickbacks, rebates or discounts received or receivable in connection with the construction of the Project shall be subtracted from all items of cost and expense. Any cost or expense attributable to maintaining Contractor's working capital is not to be included within the Actual Cost of Construction.

B. Contractor shall keep accurate records of account of the Actual Cost of Construction, and shall, upon demand, make such records and invoices, receipts, subcontracts and other information pertaining to the construction of the Project available for inspection by Owner, Lender and HUD.

C. With its final application for payment, Contractor shall furnish to Owner a completed "**Contractor's Certificate of Actual Cost**" that shall be accompanied and

supported by an independent public accountant’s or independent certified public accountant’s certificate as to actual cost in form acceptable to HUD.

D. Contractor shall include in all subcontracts, equipment leases and purchase orders a provision requiring the subcontractor, equipment lessor or supplier to certify its costs incurred in connection with the Project, in the event HUD determines there is an Identity of Interest between either Owner or Contractor and any such subcontractor, equipment lessor or supplier.

**[Option 2] Article 13: Cost Certification -- Lump Sum Contract**

In the event HUD determines that there is an Identity of Interest between Contractor and Owner, Contractor shall certify, on a form prescribed by HUD, its cost incurred in the performance of the Work under this Contract.

**Article 14: Designation of Representatives**

A. Owner hereby designates \_\_\_\_\_ as its representative for all communications involving Work performed pursuant to this Contract.

B. Contractor hereby designates \_\_\_\_\_ as its representative for all communications involving Work to be performed pursuant to this Contract.

**Article 15: Mediation and Non-binding Arbitration**

Any mediated settlement agreement or non-binding arbitration agreement made pursuant to the General Conditions must be approved by HUD in writing before it will be effective.

**Article 16: Headings and Titles**

Any heading, section title, paragraph or part of this Contract is intended for convenience only, and is not intended, and shall not be construed, to enlarge, restrict, limit or affect in any way the construction, meaning, or application of the provisions thereunder, or under any other heading or title.

**Article 17: Severability**

The invalidity of any provision of this Contract shall not affect the validity of any other provision, and all other provisions shall remain in full force and effect.

**IN WITNESS** WHEREOF, the Parties to these presents have executed this Contract in counterparts, each of which shall be deemed an original.

CONTRACTOR \_\_\_\_\_  
 By (authorized agent): \_\_\_\_\_  
 Printed Name, Title: \_\_\_\_\_

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Name of Entity: \_\_\_\_\_

OWNER \_\_\_\_\_

By (authorized agent): \_\_\_\_\_

Printed Name, Title: \_\_\_\_\_

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Name of Entity: \_\_\_\_\_

Exhibit General Conditions

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Exhibit HUD-92554M

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Exhibit Drawings Index

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Exhibit Specifications Index

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Exhibit HUD-2328

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Exhibit HUD-92443

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Exhibit Prevailing Wage Determination

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Exhibit Identities of Interest

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Exhibit Retainage Reduction Rider