

BUILDING BETTER COMMUNITIES, INC.
SOLICITATION NUMBER: RFP 23-317
REQUEST FOR PROPOSAL
GENERAL CONTRACTING SERVICES FOR TEQUESTA RESERVE

PROPOSAL SUBMISSION FORM – ATTACHMENT A

Instructions: The items listed below must be completed and included in the Proposal submission. Complete this form by marking an “X” where provided to verify that the referenced completed form or information has been included within the hard copy bid submission.

X=Included	Part	Contents
	1	Evaluation Criteria: Tab 1 – Letter of Interest Tab 2 – Experience, Qualifications, Project Experience, Capacity and Reference Tab 3 – Project Approach Tab 4 – Value Engineering and Quality Assurance/Quality Control (QA/QC) Tab 5 – Fee Proposal Requirement
	2	Evaluation Criteria: Tab 6 – Price Proposal
	3	Attachment A: Proposal Submission Check List
	3	Attachment B: Profile of Firm Form (Note that this document has two pages.)
	3	IRS Form W-9, License and Insurance Certificates
	3	Attachment C: BBC Agreement General Conditions of Construction Contract
	3	Attachment D: Bid Bond
	3	Attachment G: Non-Collusive Affidavit
	3	Attachment H: Drug Free Work Place
	3	Attachment I: Trench Safety Act
	3	Attachment J: Fee Information, addressing requirements as listed within solicitation document.
	3	Attachment K: Warranty of Title
	3	Attachment L: Form HUD-2328, Contractor’s and/or Mortgagor’s Cost Breakdown
	3	Attachment M: Form HUD-5372, Construction Progress Schedule
	3	Attachment Q: Sworn Statement Under Section 287.133 (3) (A), Florida Statutes on Public Entity Crimes, of this solicitation
	3	Attachment R: Certification Pursuant to Florida Statute § 287.135, of this solicitation
	3	Attachment T: Limited Power of Attorney
	3	Attachment V, 4430.1 Appendix 8 (Identities of Interest)
	3	Addenda (If Any)

CHECK (✓) BELOW IF YOU HAVE SUBMITTED THE REQUIRED:

_____ **ONE (1) ORIGINAL AND** _____ **THREE (3) COPY OF YOUR BID PROPOSAL.**

By completing and submitting this form and all other documents within this bid submission, the undersigned proposer hereby certifies and understands that:

1. he/she is verifying that all information provided herein is, to the best of his/her knowledge, true and accurate, and that if BBC discovers that any information entered herein to be false, such shall entitle BBC to not consider or make award of to cancel any award with the undersigned party;
2. as described within the Reservation of Rights section of the RFP, BBC reserves the right to reject and not consider any response that does not meet the requirements of this solicitation, including but not necessarily limited to incomplete responses and/or responses offering alternate or non-requested services, failure to use BBC provided forms, or failure of the proposer to check for addenda or corrections and adhere to any revised requirements;
3. he/she is agreeing to abide by all terms and conditions pertaining to this solicitation document as issued by BBC including an agreement to execute a contract form; and
4. he/she has the ability to sign and bind the firm or company to the services to be performed within the fees proposed.

Signature	
Title	
Date Signed	
Printed Name	
Firm or Company	

BUILDING BETTER COMMUNITIES, INC.
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GENERAL CONTRACTING SERVICES FOR TEQUESTA RESERVE

PROFILE OF FIRM FORM – ATTACHMENT B
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1. Proposer Information

Name of Firm	
Address	
City, State, Zip	
Telephone	
Fax	
E-Mail Address	
Year Established	
Year Established in Florida	
Former Names (if applicable)	
Parent Company and Date Acquired (if applicable)	

2. Complete and attach IRS Form W-9, found at <http://www.irs.gov/pub/irs-pdf/fw9.pdf> . This completed form should be submitted with the proposal, or must be submitted within three (3) working days of the BBC’s request.

3. Debarred Statement: Has the firm, or any principal(s) ever been debarred from providing any services to the federal government, any state government, or any local government agency?

Yes No

If yes, please attach a full detailed explanation, including dates, circumstances and current status.

4. Disclosure Statement: Does this firm or any principal(s) have any current, past personal or professional relationship with any Director or Officer of BBC?

Yes No

If yes, please attach a full detailed explanation, including dates, circumstances and current status.

5. Non-Collusive Affidavit: The undersigned party submitting this proposal hereby certifies that such proposal is genuine and not collusive and that said proposer entity has not colluded, conspired, connived or agreed, directly or indirectly, with any proposer or person, to put in a sham proposal or to refrain from proposing, and has not in any manner, directly or indirectly sought by agreement or collusion, or communication or conference, with any person, to fix the proposal fee of affiant or of any other proposer, to fix overhead, profit, or cost element of said proposal fee, or that of any other proposer or to secure any advantage against BBC or any person interested in the proposed contract; and that all statements in said proposal are true.

Continue on next page.

6. Licensing and Insurance Information

Business License Jurisdiction, Number, and Expiration Date	
Worker's Comp Carrier, Policy Number, and Expiration Date	
General Liability Carrier, Policy Number, and Expiration Date	
Professional Liability Carrier, Policy Number, and Expiration Date	NOT APPLICABLE (N/A)
Vehicle Insurance Carrier, Policy Number, and Expiration Date	

7. Copies of license and insurance certificates should be submitted with the proposal, or must be submitted within three (3) working days of the BBC's request.

8. Verification Statement: The undersigned proposer hereby states that by completing and submitting this form he/she is verifying that all information provided herein is, to the best of his/her knowledge, true and accurate, and agrees that if BBC discovers that any information entered herein to be false, such shall entitle BBC to not consider or make award of to cancel any award with the undersigned party.

Signature	
Title	
Date Signed	
Printed Name	
Firm or Company	

**(ATTACHMENT D)
BID BOND**

Bond No _____

KNOW ALL MEN BY THESE PRESENTS: That we, _____,
_____, as Principal (Bidder), and _____
as Surety, are held and firmly bound unto Building Better Communities, Inc. (hereinafter called the Owner), in the full and just sum of FIVE PERCENT (5%) of the actual bid total on the Bid Proposal, in lawful money of the United States of America, to be paid to the Owner, to which payment well and truly to be made we bind ourselves, our heirs, executors, administrators, successors, and assignees, jointly and severally and firmly be these presents:

WHEREAS, the Principal is herewith submitting a bid to Building Better Communities, Inc. for constructing or otherwise improving a building(s) in _____ County, particularly known as _____,
_____ Project No(s) _____.

NOW, THEREFORE, THE CONDITION OF THE ABOVE OBLIGATION IS SUCH, that if the Principal shall execute the Contract Agreement and give bond for the faithful performance thereof within ten (10) days after being notified in writing of the award of such contract to Principal, or if the Surety shall pay the Owner the full amount of this bond, then this obligation shall be void; otherwise it shall remain in full force and effect.

SIGNED, SEALED, AND DATED THIS _____ day of _____, YR _____

NAME OF SURETY: _____ (Affix Surety Seal)

By: _____ (Agent or Attorney-In-Fact)

Printed Name: _____

Address (City, State, Zip): _____

Telephone #: _____ FAX #: _____ FEID No.: _____

Countersigned: _____ Florida Licensed Agent)

Printed Name: _____

Address (City, State, Zip): _____

Telephone #: _____ FAX #: _____

The following statement is to be completed regarding the Florida Licensed Agent: STATE OF FLORIDA
COUNTY OF: _____

Before me, the above signed authority, personally appeared _____ who is personally known to me or has produced _____ (type of identification), identification and is duly sworn, deposes and says that he/she is a duly authorized insurance agent, properly licensed under the laws of the State of Florida to represent _____ of _____ a company authorized to make corporate Surety Bonds under the laws of Florida and acceptable as Surety on Federal Bonds and that he/she has signed or countersigned the above bond on the Surety's behalf. Sworn, and subscribed to before me this _____ day of _____, 20 _____.

My Commission Expires: _____ Signature: _____
Notary Public, State of Florida at Large

NOTES:

1. The Bidder is not required to sign this document, as execution of the Bid Proposal specifically binds the principal bidder to the obligations arising from this document. Failure of the principal bidder to execute the Bid Proposal, or failure of the surety to execute this document, shall result in the bid being declared non-responsive.
2. Power of Attorney showing authority of Surety's Agent or Attorney-In-Fact must be furnished with this form. Affix Corporate Seal of Surety. No Bid Guaranty is required if the total amount of the bid is \$100,000 or less.

ATTACHMENT E

1

Performance Bond - Dual Obligee

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 0.5 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.

CONTRACTOR/PRINCIPAL (Name and Address):

OWNER (Name and Address):

LENDER (Name and Address):

SURETY (Name and Principal Place of Business):

PROJECT (Name, HUD Project Number and Location):

CONSTRUCTION CONTRACT:

Date:

Amount:

BOND:

Date:

Amount:

RIDERS TO THIS BOND: Yes No

This Performance Bond-Dual Obligee is issued simultaneously with a Payment Bond ("**Payment Bond**") issued with respect to the Project. As used herein,

“Obligees” shall mean Owner, Lender, Secretary of Housing and Urban Development (**“HUD”**) and the additional obligee(s), if any, identified in a Rider to this Bond and **“Obligee”** shall mean any of the Obligees.

1. Contractor has entered into a Construction Contract with Owner for the construction of the Project (**“Contract”**). The Contract (as the same may be now or hereafter amended by change order or otherwise) is made a part hereof by reference.

2. Lender has agreed to lend to Owner a sum of money to be secured by a mortgage between Owner and Lender (**“Security Instrument”**) on the Project that provides for advances under that certain note executed by Owner and payable to Lender (**“Note”**), in part, to make payment under the Contract, and desires protection as its interest appears, in event of default by Contractor under the Contract.

3. Contractor and Surety, jointly and severally (**“Obligors”**), bind themselves, their heirs, executors, administrators, successors and assigns, to Obligees in the sum of _____ Dollars (\$ _____), for the performance of the Contract. Any approved increase in the total Contract price shall increase the obligation of Obligors accordingly.

4. If the Contractor performs the Contract and fully indemnifies and saves harmless Obligees from all costs and damages which they may suffer by reason of failure to do so, and fully reimburse and repay Obligees all expenses which any Obligee may incur in making good any such default, then this obligation shall be null and void; otherwise it shall remain in full force and effect.

5. Surety shall not be liable under this Performance Bond to Obligees, or any of them, unless Obligees make payments to Contractor in accordance with the terms of the Contract as to payments, and/or perform any of the other obligations under the Contract. However, Surety shall not assert a failure by Obligees to make payments or perform obligations under the Contract unless each Obligee has been given written notice by Surety of any such failure and a reasonable period of time (but in no event less than thirty (30) days from receipt of said notice), in which to cure such failure.

6. Surety agrees that any right of action that any of Obligees herein may have under this Performance Bond may be assigned, without the consent of Contractor or Surety, to HUD, and that such assignment will in no manner invalidate or qualify this instrument.

7. The aggregate liability of Surety hereunder to Obligees or their assigns is limited to the penal sum above stated, and Surety, upon making any payment hereunder, shall be subrogated to, and shall be entitled to an assignment of, all rights of the payee, either against Contractor or against any other party liable to the payee in connection with the loss which is the subject of the payment. Notwithstanding the foregoing, no amounts paid to Owner without the written consent of Lender shall reduce the liability of Surety to Lender under this Performance Bond.

8. Any suit, action or proceeding by reason of any default whatever shall be instituted within two years after the date Owner declares Contractor in default under the Contract. If this limitation is deemed to be in contravention of any controlling law, this Performance Bond is deemed amended so as to substitute the minimum period of limitation permitted by such controlling law for the above limitation.

9. Surety hereby waives notice of any change, including changes of time, to the Contract or to related subcontracts, purchase orders and other obligations.

10. Notice to Surety, Owner, or Contractor shall be served by mailing the same by registered mail or certified mail, postage prepaid, to the address shown on this Performance Bond or to such other address as may have been previously specified by the recipient in a notice given in accordance herewith.

SIGNED and SEALED THIS _____ day of _____, 20__.

Witness as to Contractor:

CONTRACTOR:

By: _____

Name and Title (Printed)

SURETY:

By: _____

Name and Title (Printed)

Project Name: _____
Project Number: _____

ADDITIONAL OBLIGEE RIDER

(Additional obligee only allowed with prior written HUD approval.)

1. This Additional Obligee Rider is attached to and made a part of that certain Performance Bond, dated _____, 20__, executed and delivered by _____, as Contractor, and _____, as Surety, in favor of Obligees, in the sum of _____ (\$_____) with respect to the Project referenced above.

2. All of the terms, conditions and provisions of the Performance Bond are hereby incorporated herein by this reference as if fully set forth herein.

3. All defined terms as set forth in the Performance Bond shall have the same meanings herein.

4. _____ is hereby added to the Performance Bond as an additional named Obligee.

5. Nothing herein shall alter or affect any of the terms, conditions and other provisions of the Performance Bond, including especially but without limitation, the aggregate liability of Surety as described in paragraph 3 of the Performance Bond.

Signed and sealed this _____ day of _____, 20__.

Witness as to Contractor:

CONTRACTOR: _____

By: _____

Name and Title (Printed)

SURETY: _____

By: _____

Name and Title (Printed)

Project Name: _____
Project Number: _____

ADDITIONAL SURETY RIDER

(Additional surety only allowed with prior written HUD approval.)

1. This Additional Surety Rider is attached to and made a part of that certain Performance Bond, dated _____, 20__, executed and delivered by _____, as Contractor, and _____, as Surety, in favor of Obligees, in the sum of _____ (\$_____) with respect to the Project referenced above.

2. All of the terms, conditions and provisions of the Performance Bond are hereby incorporated herein by this reference as if fully set forth herein.

3. Except as set forth in paragraph 5 below, all defined terms as set forth in the Performance Bond shall have the same meanings herein.

4. _____ (“**Additional Surety**”) is hereby added to the Performance Bond as an additional named surety.

5. Each surety and additional surety (collectively, “**Surety**”) is held and firmly bound, jointly and severally, onto Obligees. Further, each undersigned Surety binds itself in the aforesaid full sum, jointly and severally, as well as severally, for the purpose of allowing joint action or singular actions against any or all of them in the full amount of this Performance Bond and for all other purposes each Surety binds itself, jointly and severally with Contractor, for the payment of the full sums above stated. All references in the Performance Bond to Surety shall include Additional Surety.

6. Nothing herein shall alter or affect any of the terms, conditions and other provisions of the Performance Bond, including especially but without limitation, the aggregate liability of Surety as described in paragraph 3 of the Performance Bond.

SIGNED AND SEALED this _____ day of _____, 20____.

Witness as to Contractor:

CONTRACTOR:

By: _____

Name and Title (Printed)

SURETY:

By: _____

Name and Title (Printed)

Payment Bond

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 0.5 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.

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CONTRACTOR/PRINCIPAL (Name and Address):

LENDER (Name and Address):

OWNER (Name and Address):

SURETY (Name and Principal Place of Business):

PROJECT (Name, HUD Project Number and Location):

CONSTRUCTION CONTRACT:

Date:

Amount:

BOND:

Date:

Amount:

RIDERS TO THIS BOND: Yes No

This Payment Bond is issued simultaneously with a Performance Bond-Dual Obligee ("**Performance Bond**") issued in connection with the Project. As used herein, "**Obligees**" shall mean Owner, Lender, Secretary of Housing and Urban Development

(“**HUD**”) and the additional obligee(s), if any, identified in a Rider to this Bond and “**Obligee**” shall mean any of the Obligees.

1. Contractor has entered into a Construction Contract with Owner for the construction of the Project (“**Contract**”), which as the same may now or hereafter be amended by change order or otherwise, is made a part hereof by reference.

2. Contractor and Surety, jointly and severally (“**Obligors**”), bind themselves, their heirs, executors, administrators, successors and assigns, to Obligees, for the use and benefit of Claimants as hereinafter defined in paragraph 3, in the sum of _____ Dollars (\$ _____), to pay for labor, materials and equipment furnished for use in the performance of the Contract. Any approved increase in the total Contract price shall increase the monetary obligation of Obligors accordingly.

3. A Claimant (“**Claimant**”) is defined as one having a direct contract with Contractor or with a subcontractor of Contractor for labor, materials or equipment used in the performance of the Contract, including without limitation in the terms “labor, materials or equipment” that part of water, gas, power, light, heat, oil, gasoline, telephone service or rental of equipment directly applicable to the Contract, architectural and engineering services required for performance of the work of Contractor and Contractor’s subcontractors, and all other items for which a mechanic’s lien may be asserted in the jurisdiction where the labor, materials or equipment was furnished.

4. This obligation shall be null and void if Contractor promptly makes payment to all Claimants for all labor, material, or equipment used in the performance of the Contract.

5. Contractor and Surety hereby jointly and severally agree with Obligees that every Claimant, who has not been paid in full before the expiration of a period of ninety (90) days after having last performed labor or last furnished materials or equipment, may sue on this Payment Bond for the use of such Claimant, prosecute the suit to final judgment for such sum or sums as may be justly due Claimant, and have execution thereon. No Obligee shall be liable for the payment of any costs or expenses of any such suit.

6. Surety shall have no obligation to Claimants under this Payment Bond unless:

a. Claimants, who do not have a direct contract with Contractor, have given notice to any two (2) of the above-named parties, those being Contractor, Owner or Surety, within ninety (90) days after having last performed labor or last furnished materials or equipment included in the claim, stating that a claim is being made under this Payment Bond and, with substantial accuracy, the amount claimed and the name of the party to whom the materials or equipment were furnished, or for whom the work or labor was done or performed.

b. Any suit, action or proceeding brought by Claimants under this Payment Bond shall be instituted within one (1) year from the later of the date on which (i) Claimants gave the notice required by paragraph 6a, or (ii) the later of the date that Claimants either perform the last labor and/or service or furnish the last materials or equipment under the Contract. If this limitation is deemed to be in contravention of any controlling law, this provision of the Payment Bond is deemed amended so as to substitute the minimum period of limitation permitted by such controlling law for the above limitation.

7. The amount of this Payment Bond shall be reduced by any payment(s) made in good faith hereunder, inclusive of the payment by Surety of mechanics' liens that may be filed of record against Project, whether or not the claim for the amount of such lien is presented under and against this Payment Bond. Notwithstanding the foregoing, no amounts paid without the written consent of Lender shall reduce the liability of Surety to Lender under this Payment Bond.

8. Surety hereby waives notice of any change, including changes of time, to the Contract or to related subcontracts, purchase orders and other obligations.

9. Notice to Surety, Owner, or Contractor shall be served by mailing the same by registered mail or certified mail, postage prepaid, to the address shown on this Payment Bond or to such other address as may have been previously specified by the recipient in a notice given in accordance herewith.

SIGNED and SEALED this _____ day of _____, 20__.

Witness as to Contractor:

CONTRACTOR:

By: _____

Name and Title (Printed)

SURETY:

By: _____

Name and Title (Printed)

Project Name: _____
Project No.: _____

ADDITIONAL OBLIGEE RIDER

(Additional obligee only allowed with prior written HUD approval.)

1. This Additional Obligee Rider is attached to and made a part of that certain Payment Bond, dated _____, 20__ executed and delivered by _____, as Contractor, and _____, as Surety, in favor of Obligees, in the sum of _____ (\$_____) with respect to the Project referenced above.

2. All of the terms, conditions and provisions of the Payment Bond are hereby incorporated herein by this reference as if fully set forth herein.

3. All defined terms as set forth in the Payment Bond shall have the same meaning herein.

4. _____ is hereby added to the Payment Bond as an additional named Obligee.

5. Nothing herein shall alter or affect any of the terms, conditions and other provisions of the Payment Bond, including especially but without limitation, the aggregate liability of Surety as described in paragraph 2 of the Payment Bond.

Signed and sealed this _____ day of _____, 20__.

Witness as to Contractor: _____ CONTRACTOR: _____

_____ By: _____

Name and Title (Printed)

SURETY: _____

By: _____

Name and Title (Printed)

Project Name: _____
 Project Number: _____

ADDITIONAL SURETY RIDER

(Additional surety only allowed with prior written HUD approval.)

1. This Additional Surety Rider is attached to and made a part of that certain Payment Bond, dated _____, 20__ executed and delivered by _____, as Contractor, and _____, as Surety, in favor of Obligees, in the sum of _____ (\$_____) with respect to the Project referenced above.

2. All of the terms, conditions and provisions of the Payment Bond are hereby incorporated herein by this reference as if fully set forth herein.

3. All defined terms as set forth in the Payment Bond shall have the same meaning herein.

4. _____ (“**Additional Surety**”) is hereby added to the Payment Bond as an additional named Surety, and all references in the Payment Bond to “Surety” shall include the Additional Surety.

5. Each Surety and Additional Surety (collectively, “**Surety**”) is held and firmly bound, jointly and severally, onto Obligees. Further, each undersigned Surety binds itself in the aforesaid full sum jointly and severally, as well as severally, for the purpose of allowing joint action or singular action against any or all of them in the full amount of this Payment Bond and for all other purposes each Surety binds itself, jointly and severally with Contractor, for the payment of the full sums above stated.

6. Nothing herein shall alter or affect any of the terms, conditions and other provisions of the Payment Bond, including especially but without limitation, the aggregate liability of Surety as described in paragraph 2 of the Payment Bond.

SIGNED AND SEALED this _____ day of _____, 20__.

Witness as to Contractor:

CONTRACTOR:

By: _____

Name and Title (Printed)

SURETY

ADDITIONAL SURETY:

By: _____

By: _____

Names and Title (Printed)

Name and Title (Printed)

(ATTACHMENT G)

NON-COLLUSIVE AFFIDAVIT

STATE OF FLORIDA)
)SS
COUNTY OF _____)

_____ being first duly sworn, deposes and says that:

- (1) He is the _____,
(Owner, Partner, Officer, Representative or Agent)
- (2) He is fully informed respecting the preparation and contents of the attached Bid and of all pertinent circumstances respecting such Bid;
- (3) Such Bid is genuine and is not a collusive or sham Bid;
- (4) Neither the said Bidder nor any of its officers, partners, owners, agents, representative, employees or parties in interest, including this affidavit, have in any way colluded, conspired, connived or agreed, directly or indirectly, with any other Bidder, firm or person to submit a collusive or sham Bid in connection with the Contract for which the attached Bid has been submitted; or to refrain from bidding in connection with such Contract; or have in any manner, directly or indirectly, sought by agreement or collusion, or communications, or conference with any Bidder, firm, or person to fix the price or prices in the attached Bid or any other Bidder, or to fix any overhead, profit, or cost element of the Bid Price or the Bid Price of any other Bidder, or to secure through any collusion conspiracy, connivance, or unlawful agreement any advantage against _____, or any person interested in the proposed Contract;
- (5) The price of items quoted in the attached Bid are fair and proper and are not tainted by collusion, conspiracy, connivance, or unlawful agreement on the part of the Bidder or any other of its agents, representatives, owners, employees or parties in interest, including this affidavit.

By: _____
Print Name: _____

Subscribed and sworn to before me this ____ day of _____, 20__.

Signature and Stamp of Notary Public
My Commission Expires:

ATTACHMENT H)

DRUG FREE WORKPLACE CERTIFICATION

IDENTICAL TIE BIDS: Preference shall be given to businesses with drug-free workplace programs. Whenever two or more bids which are equal with respect to price, quantity, and service are received by the State or by any political subdivision for the procurement of commodities or contractual services, a bid received from a business that certifies that it has implemented a drug-free workplace program shall be given preference in the award process. Established procedures for processing tie bids will be followed if none of the tied vendors have a drug-free workplace program (Florida Statutes Section 287.087). In order to have a drug-free workplace program, a business shall:

1. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.
2. Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, and available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.
3. Give each employee engaged in providing the commodities or contractual services that are under bid a copy of the statement specified in subsection (1).
4. In the statement specified in subsection (1), notify the employees that, as a condition of working on the commodities or contractual services that are under bid, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of Chapter 893 or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) days after such conviction.
5. Impose a sanction on, or require the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community, by any employee who is so convicted.
6. Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

As the person authorized to sign the statement, I certify that this firm complies fully with the above requirements.

Proposer Signature

(Print or type)

ATTACHMENT I

TRENCH SAFETY ACT Florida Statutes Section 553.60 et seq.

"Trench Safety Act" Compliance

Bidder acknowledges that the Florida Trench Safety Act, Section 553.60 et. seq., which became effective October 1, 1990, shall be in effect during the period of construction of the project. The Bidder by signing and submitting the bid is, in writing, assuring that it will perform any trench excavation in accordance with the applicable trench safety standards. The Bidder further identifies the following separate item of cost of compliance with the applicable trench safety standards as well as the method of compliance.

Method of Compliance:

Cost:

Bidder acknowledges that this cost is included in the applicable items of the Proposal and in the Grand Total Bid Price. Failure to complete the above may result in the bid being declared non-responsive.

The Bidder is, and the Owner and Engineer are not, responsible to review or assess BBC's safety precautions, programs or costs, or the means, methods, techniques or technique adequacy, reasonableness of cost, sequences or procedures of any safety precaution, program or cost, including but not limited to, compliance with any and all requirements of Florida Statute Section 553.60 et. seq. cited as the "Trench Safety Act". Bidder is, and BBC are not, responsible to determine if any safety or safety related standards apply to the project, including, but not limited to, the "Trench Safety Act".

BUILDING BETTER COMMUNITIES, INC.
SOLICITATION NUMBER: RFP 23-317
REQUEST FOR PROPOSAL
GENERAL CONTRACTING SERVICES FOR TEQUESTA RESERVE

FEE INFORMATION – ATTACHMENT J

- A. Instructions: Please indicate the cost of the Base Bid in in numerals and words, where indicated. Provide an amount for each deductive alternate (deduct).
- B. Contractor Fee/Total Price shall include all costs associated with providing services as per Scope of Work/ Specifications and Attachment C, including but limited to: general conditions, overhead, profit, labor, materials, and equipment. The cost/fees for permits will be reimbursed when supporting documentation from the permitting agency is supplied with the invoice submitted.
- C. BBC may reimburse Contractor for permitting charges incurred that are supported with the paid receipts from the permitting authority. The Contractor shall provide BBC with copies of invoices for all the aforementioned costs. In the event an expediter is used, their use and cost must have prior authorization of their use and cost from BBC.
- D. Bidders are expected to submit Contractor’s Fee/Total Price that conforms with HUD’s Cost Control and Safe Harbor Standards for Rental Mixed-Finance Development.¹ Any deviations of the markup higher than those stated therein must be justified and any determination made on those deviations shall be at the sole discretion of Building Better Communities, Inc.
- E. Schedule of values and time schedule may be requested after award.
- F. The Fee information will be scored twice:
 - a. For Base Bid, lowest Bid will earn 10 points, other bidders’ points will be calculated relative to the lowest bidder.
 - b. If needed, for deductive alternate bids, the total amount of deductions will be taken from the Base Bid for each bidder, and an alternative lowest Bid will be determined who will earn 10 points, other bidders’ points net of each alternate deduction, will be calculated relative to the lowest bidder.

—Remainder of page intentionally left blank—

¹ Can be accessed at <https://www.hud.gov/mixedfinance> under “Mixed-Finance Rental Projects” titled “Mixed-Finance Cost Control and Safe Harbor Standards”

Item	Description	Contractor Fee/ Grand Total Bid Price (Base Bid)
Base Bid in Numerals:	Construction of Tequesta Reserve: All labor, materials, equipment, and associated costs as provided in RFP 23-317, including the Scope of Work, Drop Box file(s), and Attachment C.	\$ _____/ Total Lump Sum
Base Bid in words:		
Notes: <ul style="list-style-type: none"> • If the information entered above does not match, the cost written in numerals will be the official bid. • The lump sum noted above must match and be broken down on the Form HUD-2328, Attachment L Contractor's and/or Mortgagor's Cost Breakdown 		
Deductive Alternates		
Deduct 1	ALT #1 - Doors <ul style="list-style-type: none"> • Door Package - Basis of Design – 7'-0" doors throughout • Provide deduction to replace 7'-0" doors with 6'-8" doors of equal style, materials, and function throughout 	-\$ _____
Deduct 2	ALT #2 - Interior Finishes and Fixtures <ul style="list-style-type: none"> • Countertops – Basis of Design solid surface • Provide deduction to replace solid surface countertops with 2 cm quartz countertops throughout 	-\$ _____
Deduct 3	ALT #3 - Interior Finishes and Fixtures <ul style="list-style-type: none"> • Countertops – Basis of Design 2 cm quartz • Provide deduction to replace 2 cm quartz countertops with Silestone countertops throughout 	-\$ _____
Deduct 4	ALT #4 - Interior Finishes and Fixtures <ul style="list-style-type: none"> • Countertops – Basis of Design Silestone • Provide deduction to replace Silestone countertops with granite countertops throughout 	-\$ _____
Deduct 5	ALT #5 Roofing <ul style="list-style-type: none"> • Basis of Design – 4-ply Modified Built-up roofing • Provide deduction to replace 4-ply Modified Built-up roofing with single ply TPO from acceptable manufacturers, which include Verisico (Carlisle), or equal. 	-\$ _____

=====

The undersigned certifies that he/she has the ability to sign and bind the firm or company to the services to be performed within the fees proposed.

Signature	
Title	
Date Signed	
Printed Name	
Firm or Company	

**Contractor's and/or Mortgagor's
Cost Breakdown
Schedules of Values**

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

OMB No. 2502-0044 (exp.12/31/2018)

Public reporting burden for this collection of information is estimated to average 4 hours 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. This information is required to obtain benefits. HUD may not collect this information, and you are not required to complete this form, unless it displays a currently valid OMB Control Number.

Section 207 of the National Housing Act (Section 126 of the Housing Act of 1954, Public Law 560, 12 U.S.C., 1715r), authorizes the collection of this information. The information is required for a general contractor when an identity of interest exists between the general contractor and the mortgagor or when the mortgagor is a non-profit entity and a cost plus contract has been used. The information is used by HUD to facilitate the advances of mortgage proceeds and their monitoring.

Privacy Act Notice. The United States Department of Housing and Urban Development, Federal Housing Administration, is authorized to solicit the information requested in this form by virtue of Title 12, United States Code, Section 1701 et seq., and regulations promulgated thereunder at Title 12, Code of Federal Regulations. While no assurances of confidentiality is pledged to respondents, HUD generally discloses this data only in response to a Freedom of Information request.

Date		Sponsor	
Project No.		Building Identification	
Name of Project		Location	

This form represents the Contractors and/or Mortgagors firm costs and services as a basis for disbursing dollar amounts when insured advances are requested. Detailed instructions for completing this form are included on the reverse side.

Line	Div.	Trade Item	Cost	Trade Description
1	3	Concrete		
2	4	Masonry		
3	5	Metals		
4	6	Rough Carpentry		
5	6	Finish Carpentry		
6	7	Waterproofing		
7	7	Insulation		
8	7	Roofing		
9	7	Sheet Metal		
10	8	Doors		
11	8	Windows		
12	8	Glass		
13	9	Lath and Plaster		
14	9	Drywall		
15	9	Tile Work		
16	9	Acoustical		
17	9	Wood Flooring		
18	9	Resilient Flooring		
19	9	Painting and Decorating		
20	10	Specialties		
21	11	Special Equipment		
22	11	Cabinets		
23	11	Appliances		
24	12	Blinds and Shades, Artwork		
25	12	Carpets		
26	13	Special Construction		
27	14	Elevators		
28	15	Plumbing and Hot Water		
29	15	Heat and Ventilation		
30	15	Air Conditioning		
31	16	Electrical		
32		Subtotal (Structures)		
33		Accessory Structures		
34		Total (Lines 32 and 33)		

(Attachment L, Form HUD-2328)

Line	Div.	Trade Item	Cost	Trade Description			
35	2	Earth Work					
36	2	Site Utilities					
37	2	Roads and Walks					
38	2	Site Improvements					
39	2	Lawns and Planting					
40	2	Unusual Site Condition		Nonresidential and Special Exterior Land Improvement (costs included in trade item breakdown)		Offsite Costs (costs not included in trade item breakdown)	
41		Total Land Improvements					
42		Total Struct. & Land Imprvts.		Description	Est. Cost	Description	Est. Cost
43	1	General Requirements					
44		Subtotal (Lines 42 and 43)					
45		Builder's Overhead					
46		Builder's Profit		Total \$			
47		Subtotal (Lines 44 thru 46)		Other Fees		Total \$	
48						Demolition (costs not included in trade item breakdown)	
49		Other Fees				Description	Est. Cost
50		Bond Premium					
51		Total for All Improvements					
52		Builder's Profit Paid by Means Other Than Cash					
53		Total for All Improvements Less Line 52		Total \$		Total \$	

I hereby certify that all the information stated herein, as well as any information provided in the accompaniment herewith, is true and accurate.

Warning: HUD will prosecute false claims and statements. Conviction may result in criminal and/or civil penalties. (18 U.S.C. 1001, 1010, 1012; 31 U.S.C. 3729, 3802)

Mortgagor	By	Date	
Contractor	By	Date	
FHA (Processing Analyst)	Date	FHA (Chief, Cost Branch or Cost Analyst)	Date
FHA (Chief Underwriter)		Date	

Instructions for Completing Form HUD-2328

This form is prepared by the contractor and/or mortgagor as a requirement for the issuance of a firm commitment. The firm replacement cost of the project also serves as a basis for the disbursement of dollar amounts when insured advances are requested. A detailed breakdown of trade items is provided along with spaces to enter dollar amounts and trade descriptions.

A separate form is prepared through line 32 for each **structure type**. A summation of these structure costs are entered on line 32 of a master form. Land improvements, General Requirements and Fees are completed through line 53 on the master 2328 **only**.

Date—Date form was prepared.

Sponsor—Name of sponsor or sponsoring organization.

Project No.—Eight-digit assigned project number.

Building Identification—Number(s) or Letter(s) of each building as designated on plans.

Name of Project—Sponsors designated name of project.

Location—Street address, city and state.

Division—Division numbers and trade items have been developed from the cost accounting section of the uniform system.

Accessory Structures—This item reflects structures, such as: community, storage, maintenance, mechanical, laundry and project office buildings. Also included are garages and carports or other buildings. When the amount shown on line 33 is \$20,000.00 or 2% of line 32 whichever is the lesser, a separate form HUD-2328 will be prepared through line 32 for Accessory Structures.

Unusual Site Conditions—This trade item reflects rock excavation, high water table, excessive cut and fill, retaining walls, erosion, poor drainage and other on-site conditions considered unusual.

Cost—Enter the cost being submitted by the Contractor or bids submitted by a qualified subcontractor for each trade item. These costs will include, as a minimum, prevailing wage rates as determined by the Secretary of Labor.

Trade Description—Enter a brief description of the work included in each trade item.

Other Fees—Includable are fees to be paid by the Contractor, such as sewer tap fees not included in the plumbing contract. Fees paid or to be paid by the Mortgagor are not to be included on this form.

Total For All Improvements—This is the sum of lines 1 through 50 and is to include the total builder's profit (line 46).

(Attachment L, Form HUD-2328)

Line 52—When applicable, enter that portion of the builder's profit (line 46) to be paid by means other than cash and/or any part of the builder's profit to be waived during construction.

Non-Residential and Special Exterior Land Improvement Costs—Describe and enter the cost of each improvement, i.e. on-site parking facilities including individual garages and carports, commercial facilities, swimming pools with related facilities and on-site features provided to enhance the environment and livability of the project and the neighborhood. The Design Representative and Cost Analyst shall collaborate with the mortgagor or his representative in designating the items to be included.

Off-Site Costs—Enter description and dollar amount including fees and bond premium for off-site improvements.

Demolition—Enter description and dollar amount of demolition work necessary to condition site for building improvements including the removal of existing structures, foundations, utilities, etc.

Other Fees—Enter a brief description of item involved and cost estimate for each item.

Signatures—Enter the firm name, signature of authorized officer of the contractor and/or mortgagor and date the form was completed.

Construction Progress Schedule

U.S. Department of Housing
and Urban Development
Office of Public and Indian Housing

OMB Approval No. 2577-0157 (Exp. 1/31/2017)

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. This agency may not conduct or sponsor, and a person is not required to respond to, a collection of information unless that collection displays a valid OMB control number.

Construction practices and HUD administrative requirements establish the need that HAs maintain certain records or submit certain documents in conjunction with the oversight of the award of construction contracts for the construction of new low-income housing developments or modernization of existing developments. These forms are used by HAs to provide information on the construction progress schedule and schedule of amounts for contract payments. Responses to the collection of information are required to obtain a benefit or to retain a benefit. The information requested does not lend itself to confidentiality.

1. Name of Public Housing Agency/Indian Housing Authority (PHA/IHA)												
2. City				3. State		5. Project Name						
4. Location						6. Project Number						
7. Contract For						8. Contract Time (Days)						
9. From (mm/dd/yyyy)				To (mm/dd/yyyy)				10. Contract Price \$				
11. Number of Buildings				12. Number of Dwelling Units				13. Number of Rooms				
(Submit as many pages as necessary to cover the construction period.)		Year (yyy)										
		Month										
Actual Monthly Value, Work in Place		\$										
Actual Accumulated Progress		(%)										
Anticipated Monthly Value		\$										
Accumulated Scheduled Progress		(%)										
Submitted by	Contractor's Name											
	Title				Signature				Date (mm/dd/yyyy)			
Approved by	PHA/IHA											
	Title								Date (mm/dd/yyyy)			
Approved by	Architect											
									Date (mm/dd/yyyy)			

**Instructions for Preparation of Construction Progress Schedule
Form HUD-5372**

General. The information required for items 1 through 6 can be obtained from the contract documents. (7.) Enter the type of work awarded by the PHA/IHA. This may be "general construction," "plumbing," "heating," "electrical," etc., depending upon prime contract awards. (8.) Enter the contract time in calendar days (unless otherwise stated). (9.) Enter the starting and completion dates as established by the Notice to Proceed.

Year and Month. At the top of the Schedule, space is provided for inserting the "Year" and "Month" to identify the times during which the work is to be performed.

Year. Enter the year when the Notice to Proceed was issued. If the starting date of the contract is such that the time assigned for completion will be carried into a succeeding year, two yearly designations will be shown, each centered over the applicable spread of time for each year.

Month. The body of the Schedule is divided into Columns, each representing a period of one month. Starting in the Column with the month stated in the Notice to Proceed, enter at the top of each column the successive months corresponding to the entire spread of the total contract time. The Schedule must contain monthly columns to cover the entire active period of contract, with extra columns for possible overruns in contract time.

Computation of Anticipated Monthly Value of Work in Place

Before presenting the form for approval, enter in each monthly column the dollar value (omit cents) of the increment of work anticipated to be put in place during that interval of time. This shall be the Contractor's best estimate of the rate of progress for each month. This section contains a suggested guide for the elapsed contract time vs. progress percentages.

The horizontal total of the monthly dollars shown for "Anticipated Monthly Value" must equal the contract price shown in the heading.

Accumulated Scheduled Progress – %

Entries on this line shall show in percentage of total completion the cumulative stage of progress that is scheduled to be reached at the end of each monthly interval. It is generally sufficient to state this anticipated progress to the nearest tenth of one percent, but for very large contracts it may be advisable to extend computations to the nearest hundredth.

The entry for the first month's column should be the % obtained by the anticipated monthly dollar value of work in place at the close of the first month being divided by the contract price.

The entry for the second month's column is obtained by the sum of the anticipated monthly dollar values of work in place for Columns 1 and 2 being divided by the contract price.

Enter in the third month's column the percentage computed similarly, using the sum of dollar values of work in place for Columns 1, 2, and 3. Continue in this manner for the succeeding monthly columns until "100" is reached in the final column.

Charting Actual Progress. The horizontal space extending through the monthly columns is divided into "Actual Monthly Value of Work in Place – \$" and "Actual Accumulated Progress – %." In each monthly column show the actual accumulated % of progress and the actual value of work in place for that month, as the work progresses. An anticipated complete shutdown at some stage in the work because of adverse seasonal weather or otherwise, as may occur in road work, excavation (grading), etc., is readily shown by a gap.

The Contractor's name shall be placed in the lower left-hand corner of the form, together with the signature and title of the employee who prepared the Schedule and the date. The form then shall be sent to the Architect for review. If the Architect considers that changes are necessary to make the Schedule more realistic, it will withhold approval and so advise the Contractor. When the form is acceptable and approved by the Architect, and the PHA/IHA, it will be returned to the Contractor, who shall reproduce and submit the number and style of prints required by the PHA/IHA.

Normal building construction experience has proved that the rate of overall progress (as measured by work in place) accelerates slowly at the start, reaches its peak in the middle third of the construction period, and tapers down at the close. The data following illustrate the general average expectancy of a well-balanced operation and may be used as a guide. If the proposed progress lies within reasonable range of these check points, the Schedule may be considered satisfactory insofar as the time-performance feature is involved.

% of Contract Time	% of Contract Accumulated Progress
0	
10	28
20	
30	20
40	37
50	57
60	75
70	89
80	96
90	99
100	100

The foregoing percentages must be tempered by consideration of seasonal weather conditions and other known conditions which may affect the progress of the work. These percentages are offered for information only.

(Attachment O)

FINAL RECEIPT

STATE OF FLORIDA
COUNTY OF _____

_____ being first duly sworn, deposes and says as follows:

1. He/she is _____ of _____
(Title) (Name of Corporation or Firm)
a _____ corporation which is named in Construction Contract dated the
_____ day of _____, 20____, between said corporation as the CONTRACTOR and the
Building Better Communities, Inc. (the BBC) as the OWNER for the construction of:

**Building Better Communities, Inc. Project No. _____
4881 Griffin Road, Davie, Florida 33314**

2. CONTRACTOR has fully completed all construction and work under the Contract and Title to all work, materials and equipment under the Contract passes to BBC at the time of final payment, free and clear of all liens, and all labors, and material men and subcontractors have been paid in full for performing or furnishing the work, labor or materials under the Contract.

3. Receipt by CONTRACTOR of the final payment from BBC in the amount of \$_____ shall constitute a full release and discharge by CONTRACTOR to BBC of all claims or liens of CONTRACTOR against OWNER arising out of, connected with, or resulting from performance of the Contract, including full payment for all extra work and material furnished by the undersigned in the construction of said improvements.

4. The undersigned further certifies that all non-exempt taxes imposed by Chapter 212, Florida Statutes (Sales and Use Tax Act), as amended, have been paid and discharged.

5. This statement under oath is given in compliance with Sections 713.05 and 713.06, Florida Statutes.

Signed and sealed in
the presence of :

Affiant Contractor

By: _____
Print Name: _____
Title: _____

Sworn to and subscribed before me this _____ day of _____, 20____.

Signature and Stamp of Notary Public

ATTACHMENT P

DAVIS-BACON ACT Wage Determination, General Decision Number:FL 20210107

"General Decision Number: FL20230197 01/20/2023

Superseded General Decision Number: FL20220197

State: Florida

Construction Type: Building

County: Broward 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)(2)-(60).

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">. Executive Order 14026 generally applies to the contract.. The contractor must pay all covered workers at least \$16.20 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 2023.
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">. Executive Order 13658 generally applies to the contract.. The contractor must pay all covered workers at least \$12.15 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 2023.

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	01/06/2023
1	01/13/2023
2	01/20/2023

ASBE0060-001 09/01/2021

	Rates	Fringes
ASBESTOS WORKER/HEAT & FROST INSULATOR.....	\$ 35.03	15.62

CARP1809-001 06/01/2015

	Rates	Fringes
CARPENTER (Includes Acoustical Ceiling Installation, Drywall Finishing/Taping, Drywall Hanging, Form Work, Metal Stud Installation).....	\$ 25.95	8.65

CARP1809-002 08/01/2016

	Rates	Fringes
CARPENTER: PILEDRIVERMAN.....	\$ 25.20	10.36

ELEC0728-008 09/01/2022

	Rates	Fringes
ELECTRICIAN (Including Low Voltage Wiring).....	\$ 36.40	13.63

ELEV0071-002 01/01/2023

	Rates	Fringes
--	-------	---------

ELEVATOR MECHANIC.....\$ 51.26 37.335+a+b

FOOTNOTE:

a: Employer contributes 8% basic hourly rate for 5 years or more of service or 6% basic hourly rate for 6 months to 5 years of service as Vacation Pay Credit;

b. Paid Holidays: New Year's Day; Memorial Day; Independence Day; Labor Day; Veteran's Day; Thanksgiving Day; plus the Friday after Thanksgiving; and Christmas Day.

ENGI0487-019 07/01/2016

	Rates	Fringes
OPERATOR:		
Backhoe/Excavator/Trackhoe.....	\$ 23.75	9.20

ENGI0487-020 05/01/2016

	Rates	Fringes
OPERATOR: Concrete Pump.....	\$ 26.04	9.23

ENGI0487-021 07/01/2016

	Rates	Fringes
OPERATOR: Crane		
All Cranes 160 Ton		
Capacity and Over.....	\$ 33.05	9.20
All Cranes Over 15 Ton		
Capacity.....	\$ 32.05	9.20
OPERATOR: Forklift.....	\$ 23.25	9.20
OPERATOR: Mechanic.....	\$ 32.05	9.20
OPERATOR: Oiler.....	\$ 23.50	9.20

* IRON0272-001 10/01/2022

	Rates	Fringes
IRONWORKER, STRUCTURAL.....	\$ 27.00	14.77

IRON0402-001 10/01/2021

	Rates	Fringes
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IRONWORKER, ORNAMENTAL.....\$ 25.50 14.66

PLUM0719-002 09/01/2022

	Rates	Fringes
PLUMBER.....	\$ 31.80	13.05

PAID HOLIDAYS: New Year's Day, Memorial Day, July 4th, Labor Day, Thanksgiving Day and Christmas Day providing the employee works the scheduled work day preceding and after the holiday.

PLUM0725-001 07/21/2022

	Rates	Fringes
PIPEFITTER (Includes HVAC Pipe, Unit and Temperature Controls Installations).....	\$ 40.78	15.80

SFFL0821-004 01/01/2023

	Rates	Fringes
SPRINKLER FITTER (Fire Sprinklers).....	\$ 31.28	21.90

SHEE0032-001 12/01/2013

	Rates	Fringes
SHEET METAL WORKER, Includes HVAC Duct Installation.....	\$ 23.50	12.18

* SUFL2014-005 08/16/2016

	Rates	Fringes
CEMENT MASON/CONCRETE FINISHER...\$ 13.06 **		0.70
IRONWORKER, REINFORCING.....\$ 17.72		0.00
LABORER: Common or General, Including Cement Mason Tending...\$ 12.79 **		0.00
LABORER: Pipelayer.....\$ 13.56 **		1.34
OPERATOR: Bulldozer.....\$ 15.40 **		1.90

OPERATOR: Grader/Blade.....	\$ 18.97	0.00
OPERATOR: Loader.....	\$ 16.00 **	2.82
OPERATOR: Roller.....	\$ 14.43 **	4.78
PAINTER: Brush, Roller and Spray.....	\$ 16.00 **	3.48
ROOFER.....	\$ 19.98	4.77
TILE SETTER.....	\$ 18.01	0.00
TRUCK DRIVER: Dump Truck.....	\$ 13.22 **	2.12
TRUCK DRIVER: Lowboy Truck.....	\$ 14.24 **	0.00

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 (\$16.20) or 13658 (\$12.15). Please see the Note at the top of the wage determination for more information.

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) (ii)).

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

Union Rate Identifiers

A four letter classification abbreviation identifier enclosed in dotted lines beginning with characters other than ""SU"" or ""UAVG"" denotes that the union classification and rate were prevailing for that classification in the survey. Example: PLUM0198-005 07/01/2014. PLUM is an abbreviation identifier of the union which 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. 07/01/2014 is the effective date of the most current negotiated rate, which in this example is July 1, 2014.

Union prevailing wage rates are updated to reflect all rate changes in the collective bargaining agreement (CBA) governing this classification and rate.

Survey Rate Identifiers

Classifications listed under the ""SU"" identifier indicate that no one rate prevailed for this classification in the survey and the published rate is derived by computing a weighted average rate based on all the rates reported in the survey for that classification. As this weighted average rate includes all rates reported in the survey, it may include both union and non-union rates. Example: SULA2012-007 5/13/2014. SU indicates the rates are survey rates based on a weighted average calculation of rates and are not majority rates. LA indicates the State of Louisiana. 2012 is the year of 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. 5/13/2014 indicates the survey completion date for the classifications and rates under that identifier.

Survey wage rates are not updated and remain in effect until a new survey is conducted.

Union Average Rate Identifiers

Classification(s) listed under the UAVG identifier indicate that no single majority rate prevailed for those classifications; however, 100% of the data reported for the classifications was union data. EXAMPLE: UAVG-OH-0010 08/29/2014. UAVG indicates that the rate is a weighted union average rate. OH indicates the state. The next number, 0010 in the example, is an internal number used in producing the wage determination. 08/29/2014 indicates the survey completion date for the classifications and rates under that identifier.

A UAVG rate will be updated once a year, usually in January of each year, to reflect a weighted average of the current negotiated/CBA rate of the union locals from which the rate is based.

WAGE DETERMINATION APPEALS PROCESS

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

- * an existing published wage determination
- * a survey underlying a wage determination
- * a Wage and Hour Division letter setting forth a position on a wage determination matter
- * a conformance (additional classification and rate) ruling

On survey related matters, initial contact, including requests for summaries of surveys, should be with the Wage and Hour National Office because National Office has responsibility for the Davis-Bacon survey program. If the response from this initial contact is not satisfactory, then the process described in 2.) and 3.) should be followed.

With regard to any other matter not yet ripe for the formal process described here, initial contact should be with the Branch of Construction Wage Determinations. Write 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 the answer to the question in 1.) is yes, then an interested party (those affected by the action) can request review and reconsideration from the Wage and Hour Administrator (See 29 CFR Part 1.8 and 29 CFR Part 7). Write 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 by 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

4.) All decisions by the Administrative Review Board are final.

=====
END OF GENERAL DECISIO"

Attachment Q

SWORN STATEMENT UNDER SECTION 287.133 (3) (A), FLORIDA STATUTES ON PUBLIC ENTITY CRIMES

(To be signed in the presence of notary public or other officer authorized to administer oaths.)

Before me, the undersigned authority, personally appeared _____ who, being by me first duly sworn, made the following statement:

1. The business address of
(name of Offeror or business) is.
2. My relationship to _____
(name of Offeror or business) is _____ (Relationship such as
sole proprietor, partner, president, vice president).
3. I understand that a public entity crime as defined in Section 287.133 of the Florida Statutes includes a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity in Florida or with an agency political subdivision of any state or with the United States, including, but not limited to, any proposal or contract for goods or services to be provided to any public entity or such an agency or political subdivision and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy or material misrepresentation.
4. I understand that “convicted” or “conviction” is defined by the Florida Statutes to mean a finding of guilt or conviction of a public entity crime, with or without an adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of jury verdict, non-jury trial, or entry of a plea of guilt or no contest.
5. I understand that “affiliate” is defined by the Florida Statutes to mean (1) a predecessor or successor of a person or a corporation convicted of a public entity crime or (2) an entity under the control of any natural person who is active in management of the entity and who has been convicted of a public entity crime, or (3) those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate, or (4) a person or corporation who knowingly entered into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months.
6. Neither the Offeror or contractor, nor any officer, director, executive, partner, shareholder, employee, member or agent who is active in the management of the Offeror or contractor, nor any affiliate of the Offeror or contractor has been convicted of a public entity crime subsequent to July 1, 1989. (Draw a line through paragraph 6 if paragraph 7 below applies.)

Attachment Q

7. There has been a conviction of a public entity crime by the Offeror or contractor, or an officer, director, executive, partner, shareholder, employee, member or agent of the Offeror or contractor who is active in the management of the Offeror or contractor or an affiliate of the Offeror or contractor. A determination has been made pursuant to Section 287.133 (3) by order of the Division of Administrative Hearings that it is not in the public interest for the name of the convicted person or affiliate to appear on the convicted vendor list. The name of the convicted or affiliate is _____ a copy of the order of the Division of Administrative Hearings is attached to this statement. (Draw a line through paragraph 7 if paragraph 6 above applies.)

(Signature)

(Print name)

State of Florida

County of _____

The foregoing instrument was acknowledged before me this ____ day of _____,

20_____, by _____ who is personally known to me or who

has produced _____ as identification and who did take an oath.

WITNESS my hand
and official seal.

NOTARY PUBLIC, STATE OF _____

NOTARY PUBLIC

SEAL OF OFFICE:

(Name of Notary Public: Print,
Stamp, or Type as Commissioned)

Attachment R

CERTIFICATION PURSUANT TO FLORIDA STATUTE § 287.135

I, _____, on behalf of _____,
Print Name and Title Company Name

certify that _____ does not:
Company Name

1. Participate in a boycott of Israel; and
2. Is not on the Scrutinized Companies that Boycott Israel List; and
3. Is not on the Scrutinized Companies with Activities in Sudan List; and
4. Is not on the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List; and
5. Has not engaged in business operations in Syria.

Submitting a false certification shall be deemed a material breach of contract. The BCHA shall provide notice, in writing, to the Contractor of the BCHA's determination concerning the false certification. The Contractor shall have ninety (90) days following receipt of the notice to respond in writing and demonstrate that the determination of false certification was made in error. If the Contractor does not demonstrate that the BCHA's determination of false certification was made in error then the BCHA shall have the right to terminate the contract and seek civil remedies pursuant to Florida Statute § 287.135.

Section 287.135, Florida Statutes, prohibits the BCHA from:

- 1) Contracting with companies for goods or services in any amount if at the time of bidding on, submitting a proposal for, or entering into or renewing a contract if the company is on the Scrutinized Companies that Boycott Israel List, created pursuant to Section 215.4725, F.S. or is engaged in a boycott of Israel; and

Attachment R

2) Contracting with companies, for goods or services over \$1,000,000.00 that are on either the Scrutinized Companies with activities in the Iran Petroleum Energy Sector List, created pursuant to s. 215.473, or are engaged in business operations in Syria.

As the person authorized to sign on behalf of the Contractor, I hereby certify that the company identified above in the section entitled "Contractor Name" does not participate in any boycott of Israel, is not listed on the Scrutinized Companies that Boycott Israel List, is not listed on either the Scrutinized Companies with activities in the Iran Petroleum Energy Sector List, and is not engaged in business operations in Syria. I understand that pursuant to section 287.135, Florida Statutes, the submission of a false certification may subject the company to civil penalties, attorney's fees, and/or costs. I further understand that any contract with the BCHA for goods or services may be terminated at the option of the BCHA if the company is found to have submitted a false certification or has been placed on the Scrutinized Companies with Activities in Sudan list or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List.

COMPANY NAME

SIGNATURE

PRINT NAME

TITLE

Must be executed and returned with attached proposal to be considered.

(Attachment T)

LIMITED POWER OF ATTORNEY

and

(Principal) (Surety)
hereby grants the Assistant Secretary of Building Better Communities, Inc. the Power of Attorney to insert the date of execution on the contract, surety bonds to the contract and agreement entitled, _____

In Witness Whereof, we have hereunto set our hand and seal this _____ day of _____, 20__.

Principal (SEAL)

Witnesses:

Surety (SEAL)

Print Name:_____

Print Name:_____

CORPORATE ACKNOWLEDGEMENT

STATE OF _____

COUNTY OF _____

The foregoing instrument was acknowledged before me this _____ day of _____, 20__, by _____ (name of officer or agent, title of officer or agent), of _____ (name of corporation acknowledging), a _____(state or place of incorporation) corporation, on behalf of the corporation. He/She is (personally known to me) (or has produced identification) _____(type of identification) (as identification).

Signature and Stamp of Notary Public

Attachment V

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APPENDIX 8

and/or any subcontractor; or between any officers, directors, stockholder or partners of any subcontractor and the officers, directors, stockholders or partners of the Owner, Contractor and/or Architect which could cause or results in control or influence over prices paid and/or work accepted.

8. Any side deal, agreement, contract or undertaking, thereby altering, amending, or canceling any of the required closing documents, except as approved by HUD.

OWNER

CONTRACTOR

DATE _____

DATE _____

WARNING: Title 18 U.S.C. 1001, provides in part that whoever knowingly and willfully makes or uses a document containing any false, fictitious, or fraudulent statement or entry, in any matter in the jurisdiction of any department or agency of the United States, shall be fined not more than \$10,000 or imprisoned for not more than five years or both.

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(Attachment V)

4430.1 Rev 1

APPENDIX 8

DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT

AMENDMENT TO THE CONSTRUCTION CONTRACT
TO IDENTIFY IDENTITIES OF INTEREST BETWEEN
OWNER/CONTRACTOR/SUBCONTRACTORS/ARCHITECT

1. Definition of terms used in this Amendment.
 - a. Architect. Architect administering the Construction Contract.
 - b. HUD. The U. S. Department of Housing and Urban Development.
 - c. Owner. The Mortgagor/Owner.
 - d. Subcontractor. Any Project subcontractor, materials supplier, equipment lessor, or industrialized housing manufacturer/supplier.
2. The undersigned hereby certify that all identities of interest known to exist between the Owner and the Contractor, and/or between the Owner and/or the Contractor and the Architect and/or any Project subcontractor are listed herein. The Owner and the Contractor shall each inform HUD in writing within 5 working days of its knowledge of any identity of interest that develops after execution of this Contract.

List All Identities of Interest:

An Identity of Interest is construed to exist where:

1. The Contractor, Architect and/or any subcontractor take any financial interest in the Project and/or Owner as part of the consideration to be paid.
2. The Contractor advances any funds to the Owner or Architect; or the Architect advances any funds to the Owner, Contractor and/or any subcontractor; or any subcontractor advances any funds to the Owner, Contractor and/or Architect.

Attachment V

4430.1 Rev 1

APPENDIX 8

3. The Owner has any financial interest in the Contractor, Architect and/or any subcontractor; or the Contractor has any financial interest in the Owner, Architect and/or any subcontractor; or the Architect has any financial interest in the Owner, Contractor and/or any subcontractor; or any subcontractor has any financial interest in the Owner, Contractor and/or Architect.
 4. Any officer, director, stockholder or partner of the Owner has any financial interest in the Contractor, Architect and/or any subcontractor; or any officer, director, stockholder or partner of the Contractor, has any financial interest in the Owner, Architect and/or any subcontractor; or any officer, director, stockholder or partner of the Architect has any financial interest in the Owner, Contractor and/or any subcontractor; or any officer, director, stockholder or partner of any subcontractor has any financial interest in the Owner, Contractor and/or Architect.
 5. Any officer, director, stockholder or partner of the Owner is also an officer, director, stockholder or partner of the Contractor, Architect and/or any subcontractor; or any officer, director, stockholder or partner of the Contractor is also an officer, director, stockholder or partner of the Owner, Architect and/or any subcontractor; or any officer, director, stockholder or partner of the Architect is also an officer, director, stockholder or partner of the Owner, Contractor and/or any subcontractor; or any officer, director, stockholder or partner of any subcontractor is also an officer, director, stockholder or partner of the Owner, Contractor and/or Architect.
 6. The Owner, Contractor and/or any subcontractor, or any officer, director, stockholder or partner of such Owner, Contractor and/or subcontractor provides any of the required architectural services; or where the Owner, Contractor and/or any subcontractor, or any officer, director, stockholder or partner of such Owner, Contractor and/or subcontractor, while not directly providing an architectural service, acts as a consultant to the Architect.
 7. Any family relationships between the officers, directors, stockholders or partners of the Owner and officers, directors, stockholders or partners of the Contractor, Architect and/or any subcontractor; or between the officers, directors, stockholders or partners of the Contractor and officers, directors, stockholders or partners of the Owner, Architect and/or any subcontractor; or between any officers, directors, stockholders, or partners of the Architect and officers, directors, stockholders or partners of the Owner, Contractor
-

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APPENDIX 8

and/or any subcontractor; or between any officers, directors, stockholder or partners of any subcontractor and the officers, directors, stockholders or partners of the Owner, Contractor and/or Architect which could cause or results in control or influence over prices paid and/or work accepted.

8. Any side deal, agreement, contract or undertaking, thereby altering, amending, or canceling any of the required closing documents, except as approved by HUD.

OWNER

CONTRACTOR

DATE _____

DATE _____

WARNING: Title 18 U.S.C. 1001, provides in part that whoever knowingly and willfully makes or uses a document containing any false, fictitious, or fraudulent statement or entry, in any matter in the jurisdiction of any department or agency of the United States, shall be fined not more than \$10,000 or imprisoned for not more than five years or both.

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Attachment Q

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(To be signed in the presence of notary public or other officer authorized to administer oaths.)

Before me, the undersigned authority, personally appeared _____ who, being by me first duly sworn, made the following statement:

1. The business address of
(name of Offeror or business) is.

2. My relationship to _____
(name of Offeror or business) is _____ (Relationship such as
sole proprietor, partner, president, vice president).

3. I understand that a public entity crime as defined in Section 287.133 of the Florida Statutes includes a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity in Florida or with an agency political subdivision of any state or with the United States, including, but not limited to, any proposal or contract for goods or services to be provided to any public entity or such an agency or political subdivision and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy or material misrepresentation.

4. I understand that “convicted” or “conviction” is defined by the Florida Statutes to mean a finding of guilt or conviction of a public entity crime, with or without an adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of jury verdict, non-jury trial, or entry of a plea of guilt or no contest.

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6. Neither the Offeror or contractor, nor any officer, director, executive, partner, shareholder, employee, member or agent who is active in the management of the Offeror or contractor, nor any affiliate of the Offeror or contractor has been convicted of a public entity crime subsequent to July 1, 1989. (Draw a line through paragraph 6 if paragraph 7 below applies.)

Attachment Q

7. There has been a conviction of a public entity crime by the Offeror or contractor, or an officer, director, executive, partner, shareholder, employee, member or agent of the Offeror or contractor who is active in the management of the Offeror or contractor or an affiliate of the Offeror or contractor. A determination has been made pursuant to Section 287.133 (3) by order of the Division of Administrative Hearings that it is not in the public interest for the name of the convicted person or affiliate to appear on the convicted vendor list. The name of the convicted or affiliate is _____ a copy of the order of the Division of Administrative Hearings is attached to this statement. (Draw a line through paragraph 7 if paragraph 6 above applies.)

(Signature)

(Print name)

State of Florida

County of _____

The foregoing instrument was acknowledged before me this ____ day of _____,

20_____, by _____ who is personally known to me or who

has produced _____ as identification and who did take an oath.

WITNESS my hand
and official seal.

NOTARY PUBLIC, STATE OF _____

NOTARY PUBLIC

SEAL OF OFFICE:

(Name of Notary Public: Print,
Stamp, or Type as Commissioned)