



The Housing Authority of The City of Fort Myers

IFB No. 20-73, Demolition of
3125 / 3127 Dora Street, 3023 / 3025 Willard
Street, and 3011 Franklin Court

Closing Date: December 16, 2020 @ 4:00 p.m.

**Housing Authority of the City of Fort Myers, Florida
4224 Renaissance Preserve Way
Fort Myers, FL 33916**



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REQUIRED FORMS

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2. Proposal Form (prices & unit prices offered have been reviewed)
3. Provide List of Subcontractors
4. Section 3 Policy and Certification
5. HUD Form 5369 - Instructions to Bidders
6. 5369 - A Representations, Certifications, and Other Statements of Bidders
7. 5370 EZ - General Conditions for Small Construction
8. Disclosure of Lobbying Activities
9. Non-Collusion Affidavit of Contractor
10. Public Entity Crime Form

ATTACHEMENTS

Attachment A – Bidders Check List

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- Architect Site Plan AS1
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The Housing Authority of the City of Fort Myers (HACFM), Florida is requesting quotes for **IFB No. 20-73, Demolition of 3125 / 3127 Dora Street, 3023 / 3025 Willard Street, and 3011 Franklin Court.**

HACFM will receive electronic submissions of Proposals sent to Laurie@hacfm.org on or before **December 14, 2020 @ 4:00 p.m.** The email date and time stamp shall serve as the official receipt and late submissions shall not be accepted.

IMPORTANT: Please be sure to label the email Subject Line as follows: “IFB No. 20-73, Demolition of 3125 / 3127 Dora Street, 3023 / 3025 Willard Street, and 3011 Franklin Court.”

Any submittals received after the date and time specified herein shall not be accepted. HACFM shall not be responsible or liable for any lost or misdirected responses. Submissions are the responsibility of the proposer.

QUESTIONS: All questions about the meaning or intent of the IFB documents are to be directed to **Laurie Victory, e-mail: laurie@hacfm.org**. Questions received less than seven (7) days prior to solicitation dues date may not be answered. Only questions answered by formal written addenda will be binding. Oral and other interpretations or clarifications will be without legal effect.

Annual Appropriations:

HACFM’s performance and obligation to pay under this contract is contingent upon an annual appropriation of funds.

Timeline:

Timeline is provided as a guideline only and is subject to change at the discretion of HACFM.

Action	Estimated Date of Completion
IFB Issued and made available	December 3, 2020
Proposal submission deadline	December 16 @ 4:00 p.m.
Contract Award	TBD
Notice to Proceed	TBD

*There is no obligation on the part of the HACFM to select and award any submitting response or to any firm or individual submitting a response. **No work is guaranteed.***



BACKGROUND:

The Housing Authority of the City of Fort Myers

The Housing Authority of the City of Fort Myers (the “Authority” or HACFM) is a public housing (PH) authority created pursuant to Chapter 421 of the Florida Statutes of 1969. Being a municipal dependent special district, the Authority has general statutory authority to operate within the City limits of Fort Myers (the “City”), Lee County, Florida. The Authority develops, owns, and manages public and affordable housing. The Authority is responsible for the administration/management of 570 units of low rent Public Housing (PH), 604 LIHTC Tax Credit Units, 210 Section 8 Project Based Units, and 2,100 total other vouchers.

The City of Fort Myers has a diverse population and the Authority provides affordable housing for the low-income individuals and families who cannot afford housing in the private market. The Authority has partnered with the City, the Lee County Housing Finance Authority (the “County”), other local profit, and not-for-profit groups and citizens of the community desiring to provide more affordable housing options within the City: to rehab units; to redevelop PH; to create new housing (inclusive of new PH units); to support development of community services and resources for the citizens and to seek out new funding sources for the Authority. The Authority and its partners are committed to preserving the community historical roots while building and redeveloping a community that is affordable and viable in the present.

The Southwest Florida Affordable Housing Choice Foundation, Inc., an affiliate nonprofit 501(c)(3) corporation of the HACFM was formed in 2006 to provide, develop and manage affordable housing opportunities on behalf of the HACFM, who currently manage 142 units and expect rent to be collected for those sites and any other future sites or units that may be added.



SECTION I: SCOPE OF WORK

The Housing Authority of the City of Fort Myers (HACFM) is soliciting Proposals for demolition of three residential structures located 3125 / 3127 Dora Street, 3023 / 3025 Willard Street, and 3011 Franklin Court, Fort Myers, FL.

This project must comply with the Davis Bacon Act. The Davis Bacon Wage determination for this project is: Davis-Bacon Act General Decision No. FL20200069 1/03/2020 – Rate sheet attached

The qualified companies are to provide all labor, material, equipment, supplies and removal necessary for the demolition of the buildings, including the removal of scrub trees and bushes around the structures necessary to perform the work within the property lines and restoration of the property.

The scope of work includes proper abatement and disposal of all hazardous materials, if any, as indicated on the attached hazardous materials reports. The demolition / abatement services desired include, but are not limited to, the provision of , preparation of reports, notifications to applicable permitting and regulatory agencies, and project management, and on-site representation during demolition and clean-up, as well as those further described herein.

2.0 General Requirements

- 2.1 Contractor Qualifications. All bidders on this project must be properly licensed as required to provide demolition services. All bidders must demonstrate to the HACFM and the City the appropriate class of license for the property being demolished as part of the bid submittal.
- 2.2 Protection of Persons and Property. Contractor shall be diligent in protecting all workers, visitors, and spectators as required by law. The use of explosives is prohibited.
- 2.3 Temporary Structures. The Contractor shall furnish and erect all temporary sidewalks, barricade covers and other temporary structures necessary for the proper and safe conduct of the work as required by law and shall remove all such temporary structures upon the completion of the work under contract, all without additional compensation therefor. Fencing must be installed around the perimeter of the project site for the duration of the work and removed before the project is considered complete.
- 2.4 Contractor Responsibilities The successful bidder should possess broad expertise in demolition. Services required may include any of the following:
 - a. Providing advice on matters and participate in the planning of projects related to the demolition and clean-up of the residential buildings located at 3125/3127 Dora Street, 3023/3025 Willard Street, and 3011 Franklin Street.



- b. Creating, reviewing, and revising demolition and clean-up plans.
- c. Preparing necessary reports to the City and HACFM related to the Project's progress as well as notification and communication with all applicable regulatory agencies.
- d. Providing project management and inspections during the preparation, demolition, and clean-up and providing any requested reports to the Zoning/Building Administrator, or their designee.

3.0 Detailed Specifications.

- 3.1 Bidders. Each bidder shall be qualified, properly licensed and bonded to operate the business of a Demolition Contractor in the City of Fort Myers, Lee County, Florida. Each Bidder must provide a cover letter describing similar work done in the past and current contact information for the entity for which the work was done: Company Name, address, phone, email, printed representative's name. Names and resumes of the Company contact and site supervisor must also be submitted with the bid materials.
- 3.2 Subcontractors. Any Subcontractor(s) must be listed and included company name, address, phone number, email, printed representative's name, and the signature of the representative. The scope of work to be performed by the subcontractor(s) must be defined. The subcontractor(s) must follow the insurance requirements as outlined in this bid document
- 3.3 Utilities. The Contractor shall make arrangements with the City's Public Works department and all public utilities, as applicable to this project, for the discontinuance and disconnect of all utilities that serve the buildings in accordance with the respective requirements and regulations of the City and utilities involved. The contractor shall disconnect and properly seal in an approved manner all such connections. Sanitary lines shall be completely removed and capped 5' inside the existing sidewalk line. Water service lines shall be disconnected at the meter and the water shut-off by the City. This work shall include all excavation, pavement removal and subsequent replacement and necessary granular backfill to complete the work. Any charges by the City Water Division for this work shall be included in the bid price. This work will be considered mandatory unless specific instructions are given in writing to the contrary. The cost for this work will not be paid separately but considered incidental to the price bid for building removal. The Contractor shall keep the Public Works Director informed of his plans for the performance of any work in connection with the sealing off of such utilities in order that proper inspection can be provided at the time the work is performed. All work in the public right of way requires an excavation permit from the City's Public Works Department. Contractor shall provide an as-built plan of the locations of the water meter and the sanitary sewer termination location.



- 3.4 Inspection. The successful bidder shall, before sealing sewer line, have the City's Public Works Department make inspections before any back filling is started. On-site inspections shall be made as the City of Fort Myers deems necessary by the Director of Public Works and City Engineer. The completed Project shall be inspected before final payment is made.
- 3.5 Asbestos Removal. As part of the bid documents, the Housing Authority of the City of Fort Myers has had asbestos surveys prepared for each building. Attached with this project manual copies of the asbestos reports for each structure. The units contained within the duplex structure are part of the same report. The bidder shall include, if asbestos is indicated as present in the reports, the cost of any asbestos abatement required in the bid proposal. The specifications for asbestos removal are as follows: Do not proceed with asbestos removal until a purchase order is received. Contractor is responsible for abatement requirements. All related EPA notices and the **required notification of demolition required by the EPA must be sent to the City before demolition. When asbestos abatement is required, confirmation must be provided to the City, by the licensed asbestos abatement contractor, that the abatement has been completed prior to the beginning of any demolition.** The licensed Asbestos Abatement Contractor shall remove and dispose of any identified asbestos in accordance with OSHA, EPA, DNR, Federal, State and local requirements, including Asbestos Abatement Act 105 ILCS 105/. The City may request, and the bidder must furnish, proof of current state license and necessary insurance for the selected Asbestos Abatement Contractor.
- 3.6 Removal of Material. The successful bidder shall remove all rubbish and waste resulting from the demolition work. The bidder shall use an approved dumpsite for depositing of all inert materials. Dump receipts must be retained and submitted to the City of Fort Myers within 7 days of completion of the demolition. The Contractor shall also provide receipt of asbestos removal within 7 days of deposit at dump site.
- 3.7 Dust, Debris and Rodent Control. Contractor is solely responsible too: provide dust control during demolition and debris removal; prevent the spread of dust and debris to neighboring sites and properties; and avoid the creation of any nuisance or hazard in the surrounding area. Do not use water if it results in hazardous or objectionable conditions such as, but not limited to, ice, flooding, or pollution. Vacuum and dust the work area daily. Sweep pavements as often as necessary to control the spread of debris that may result in foreign object damage potential to neighboring sites and roads, facilities and utilities, and structures. Rodent control shall be provided by Contractor. Use of commercial pesticides must be done in compliance with all regulations. The Housing Authority of the City of Fort Myers may stop the Work due to Contractor's failure to comply with this section. Contractor will be allowed to resume the Work only after providing evidence that adequate control measures are in place.



3.8 Disposal of Materials.

a. **Each bidder shall provide with their bid the location where the debris from this demolition will be dumped. State licensed site(s) for dumping rubble or any other private site where clean debris and asbestos will be accepted must be listed.** The bidder shall leave the premises and City streets in such condition that it will not constitute a public nuisance.

b. Burning of any waste material, building materials, trash or any other debris existing from this demolition shall not be permitted. The method of disposal once properly delivered to the land fill is not covered under this statement.

c. Disposal of Ozone Depleting Substance (ODS) – Contractor shall prevent discharge of ODS as defined by applicable laws to the atmosphere. Place recovered ODS in approved labeled cylinders suitable for the type ODS being stored. Recovered ODS shall be removed from property, and lawfully transported and disposed of in accordance with applicable federal state and local regulations. Products, equipment and appliances containing ODS in a sealed, self-contained system including but not limited to residential refrigerators and air conditioner units shall be removed from property and lawfully transported and disposed of in accordance with applicable federal state and local regulations.

3.9 Furnishing and Equipment.

a. All interior and exterior building contents including but not limited to: computers and electronic equipment; clothes, appliances, furniture, HVAC equipment; water heater; electrical equipment and lighting fixtures; plumbing fixtures and piping; garbage; latex and oil based paint in 1 and 5 gallon cans; fire extinguishers and any other contents shall be removed and properly and lawfully be disposed.

b. Any materials not specified above that is adjacent to, within building footprint, or within 10' around buildings, discovered during the execution of the Work shall be removed and disposed of properly and lawfully. 3.10 Building Demolition. The bidder shall be responsible for the complete removal of the existing structures including but not limited to roofing materials, roof sheathing trusses, windows, doors, fascia, soffits, interior and exterior walls, electrical fixtures and distribution, plumbing fixtures and all related piping, HVAC system and duct work, cabinets, flooring, floor slab, etc.

3.10 Foundation and Misc. The bidder shall remove all the foundation walls and footings and slabs, private sidewalks serving the duplexes. Also, removal of scrub trees and shrubs adjacent to the structures. The existing parking areas shall remain. Remove concrete slabs, foundations, and all debris to provide clean sites. 3.12 Fill Material. Openings or holes shall be backfilled with clean fill material up to the surrounding ground level with



material capable of compaction for subgrade and acceptable to Director of Public Works. No debris, foundation walls and footing shall be used as fill material. The entire parcel shall be left in a level, neat, safe and sanitary condition.

- 3.11 Site Demolition. The Contractor shall provide all labor, materials, equipment, and supplies necessary to complete all items as described below. Any damage to property outside of what has been described in these specifications shall be restored to its original state at the Contractors expense.

a. Erosion Control and Sediment Control. The Contractor shall provide all materials, labor, equipment, and all other incidentals to provide proper Erosion and Sediment Control.

The management practices, controls, and other provisions for erosion and sediment control must comply with City ordinances.

Any deviation of installation practices from the standard details shall be submitted to the City for approval prior to placement.

b. The Contractor shall take special precautions to avoid tracking or spilling dirt and debris onto the adjacent roadways, sidewalks and other private or public areas. The Contractor shall remove, clean and/or sweep all debris material in and around the project site at the end of each workday to the satisfaction of the City, and properly dispose of the material.

c. Manhole protection, inlet protection and silt fencing may be necessary and shall be provided as required.

d. Sidewalks, Driveways, Curbs and Paved Areas. All public sidewalks and curbs shall remain undisturbed. Any damaged public sidewalks, curbs or paved areas must be repaired by the General Contractor.

e. Vegetation. All logs, bushes, saplings, landscaping, shrubs, brush, and stumps of a diameter less than 6" shall be completely removed, unless identified and marked by the HACFM using yellow caution tape. Contact the HACFM with any questions.

f. Site Conditions. At the end of each workday, the Contractor shall leave the premises in such condition that it will not constitute a public nuisance or hazard. This shall include removing debris from public streets, terrace, and sidewalks that are open to the public.

- 3.12 FINALIZING THE SITE. The Contractor shall provide all labor, materials, equipment, and supplies necessary for the restoration of the site as described below.

a. Fill Material. Openings or holes shall be filled up to the surrounding ground level with clean fill material or other approved material compacted to 95% compaction in accordance with ASTM D-698.



A vibratory roller shall be used to roll each lift of material in 6" lifts.

No debris shall be used as fill material. The entire parcel shall be left in a level, neat, safe and sanitary condition.

b. Final Grade. Upon completion of the demolition and removal operations, the final grade of the whole properties must consist of a smooth grade consistent with the grades of the surrounding properties.

The Contractor shall complete final grading in such a way to ensure the site has proper drainage, there is no ponding of water, and that run off does not cause damage to adjacent properties.

c. Site Restoration - Topsoil & Seeding. All areas to be sodded will have a minimum of 4 inches topsoil. Topsoil to be natural, fertile, friable, and free of clay lumps, stones, stumps, roots or substances 2 inches or more in diameter.

d. Contractor to sod all disturbed areas. Sod to be Bahia.

e. Final grading and sodding shall be approved by the HACFM. The Contractor shall assume maintenance responsibilities for a minimum of 60 days or until second cutting, whichever is longer. Maintenance shall include watering, weeding, resodding, and other operations necessary to keep the lawn areas in a thriving condition. Upon final acceptance, Housing Authority of the City of Fort Myers shall assume all maintenance responsibilities. Sod areas which fail to show a uniform stand of grass for any reason, shall be replaced until all areas are covered with a satisfactory stand of grass.

3.15 Completion of Demolition. Demolition shall be conducted in a safe manner and suitable protection shall be provided for the public as required and specified by the current City Building code requirements for demolition, protection of the public, protection of existing buildings and protection of adjoining properties.



SPECIAL CONDITIONS

1. CONTRACT DOCUMENTS:

- a. All drawings, specifications and copies thereof furnished to the Contractor shall be used only with this Project and are not to be used on any other project. With the exception of the one contract set, the Contractor shall return or suitably account for all documents.

2. OWNER:

- a. "The Owner reserves the right to execute "direct material purchases: for any and all materials provided to the project to credit the associated sales tax. For all direct material purchases, the title vests immediately to the Owner."
- b. The Contractor shall obtain the Owner's written consent prior to changing any project superintendent.
- c. "All shop drawings, product data, samples and similar submittals shall be reviewed and approved by the Contractor first, who shall then submit them to the Architect."

3. CONTRACTOR:

- a. "Should the Architect / Engineer or Owner find any person(s) employed on the project to be incompetent, unfit, or otherwise objectionable for his duties and so certifies the facts to the Contractor, Contractor shall immediately cause the employee to be dismissed and said employee shall not be re-employed on this project without written consent of the Architect / Engineer or Owner."
- b. The Contractor shall obtain the Owner's written consent prior to changing any project superintendent. Such consent shall be freely given where justice so requires.
- c. "All shop drawings, product data, samples and similar submittals shall be reviewed and approved by the Contractor first and shall then submit them to the Architect."

4. ADMINISTRATION OF THE CONTRACT

- a. Within ten (10) days after the effective date of this agreement, but before the Contractor starts to work at the site, a conference attended by the Contractor, Architect and others as appropriate will be held to discuss schedules for completion of the work, procedures for handling shop drawings and other submittals, for processing applications for payment, and to establish a working understanding among the parties as to the work.



5. CHANGES IN THE WORK:

- a. The Contractor, after receiving authorization to make changes in the form of a Change Order, shall provide copies to all permitting authorities having justification.
- b. The allowance for overhead and profit combined, included in the total cost to the Owner, shall be based on the following schedule:
 1. For the Contractor, for any Work performed by the Contractor's own forces, ten percent (10%) of the cost.
 2. For the Contractor, for Work performed by his subcontractor, five percent (5%) of the amount due the Subcontractor.
 3. For each Subcontractor or Sub-Contractor involved, for any Work performed by that Contractor's own forces, ten percent (10%) of the cost.
 4. For each Subcontractor, the Work performed by the Sub-Subcontractor, five percent (5%) of the amount due the Sub-Subcontractor.
- c. In order to facilitate checking of quotations for extras or credits, all proposals, except those so minor that their property can be seen by inspection, shall be accompanied by a complete itemization of costs including labor, materials and Subcontracts. Labor and materials shall be itemized in the manner prescribed above. Where cost items are Subcontracts, they should be itemized also. Contractors shall additionally include a summary sheet for ease of final review.
- d. Where changes in the work result in the request for additional contract time: consideration shall be given for "time" only.

6. TIME:

- a. Should performance of the Contractor's work be delayed by adverse weather conditions or other conditions which prevent all work during the morning hours on a given day shall be considered lost time.

7. PAYMENTS AND COMPLETION:

- a. "Final Payment shall not be made until the project of clearly defined phase portions thereof, are inspected and accepted by the Owner and all other authorities required by Florida Law."



- b. In accord with the Owner's policy, ten percent (10%) of the amount certified for payment by the Architect shall be retained until final completion of the project or clearly defined phased portions thereof.

8. INSURANCE:

- a. Contractor shall provide the following insurance for the benefit of the Owner.

1. **Property Insurance:**
The Contractor will purchase and maintain during the entire time of his agreement, builder's risk insurance (fire, extended coverage, vandalism and malicious mischief) on 100% of the completed value of all insurable portions of work, for the benefit of the Owner, Contractor, and all Subcontractors, as their interest may appear.
2. The Owner, as trustee, shall have the power to adjust and settle any loss with the Insurers.
3. **Liability Insurance:**
The Contractor shall purchase and maintain during the entire time of this Agreement, comprehensive general liability and comprehensive automobile liability insurance as shall protect him from claims for damage for personal injury, including accidental death, as well as claims for property damages which may arise from operations under this Agreement whether such operations be by himself or by anyone directly or indirectly employed by him, and the amounts of such insurance shall be minimum limits as follows. The Owner will be named as "Additional Insured" on all policies.
4. **Comprehensive General Liability (including Premises – Operations: Independent Contractor's Protective: Products and Completed Operation: Broad Form Property Damage):**

Bodily Injury:	\$1,000,000.00 Each Occurrence
Property Damage:	\$1,000,000.00 Each Occurrence

Products and Completion Operations to be maintained for one (1) year after final payment.

Property Damage Liability Insurance will not exclude X., C., and U. coverage when contracts are affected. The owner shall be named as co-insured on all liability insurance.

5. **Employer's Liability** \$1,000,000.00



6. Contractual Liability:

Bodily Injury: \$1,000,000.00
Property Damage: \$1,000,000.00

7. Comprehensive Automobile Liability:

Bodily Injury: \$1,000,000.00 Each Person
Bodily Injury: \$2,000,000.00 Each Occurrence
Property Damage: \$1,000,000.00 Each Occurrence

8. Workmen's Compensation Insurance:

Contractor shall acquire and maintain, during the life of this Agreement, Workmen's Compensation Insurance in compliance with Chapter 440. Florida Statutes, for all of his employees connected with the work of the project and further, the Contractor shall require his Subcontractors similarly to provide Workmen's Compensation Insurance. In case any class of employees engaged in hazardous work under this contract at the site of the project is not protected under the Workmen's Compensation Statute, the Contractor shall provide adequate insurance, satisfactory to the Owner for the protection of his employees not otherwise protected.

9. Indemnification:

a. The Contractor / Vendor, in consideration of One Hundred Dollars (\$100.00), the receipt and sufficiency of which is accepted through signing of this document, shall hold harmless and defend The Housing Authority of the City of Fort Myers and its agents and employees from all suits and actions, including attorney's fees and all costs of litigation and judgments of any name and description arising out of or incidental to the performance of this contract or work performed thereunder. This provision shall also pertain to any claims brought against the Housing Authority of the City of Fort Myers by any employee of the named Contractor / Vendor, and Subcontractor, or anyone directly or indirectly employed by any of them. The Contractor / Vendor's obligation under this provision shall not be limited in any way by the agreed upon contract price as shown in this Contract or the Contractor / Vendor's limit of, or lack of, sufficient insurance protection. The first One Hundred Dollars (\$100.00) or money received on the contract price is considered as Payment of this obligation by the Housing Authority of the City of Fort Myers.

b. Certificates evidencing that all above insurance is in force shall be furnished to the Owner before any work is begun.



- c. If the surety on any bond furnished by the Contractor is declared bankrupt or becomes insolvent or its right to do business is terminated in Florida, Contractor shall, within five days thereafter, substitute another bond and surety, both of which must be acceptable to the Owner. Said additional bond shall be at no cost to the Owner.



Proposal Form
IFB No. 20-73, Demolition of 3125 / 3127 Dora
Street, 3023 / 3025 Willard Street and 3011 Franklin Court

Contractor Name: _____

Date: _____

In accordance with the invitation for Bid we are pleased to submit our proposal as described herein for aforementioned project.

The Proposer proposes and agrees, if this Proposal is accepted, to contract with the Housing Authority of the City of Fort Myers and hereby shall furnish work in full for the Lump Sum listed below:

3125 / 3127 Dora Street \$ _____ **Lump Sum**

3023 / 3025 Willard Street \$ _____ **Lump Sum**

3011 Franklin Court \$ _____ **Lump Sum**

Total cost for all three locations:

Written _____ **(\$ _____)**

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IMPORTANT: Please be sure to label the email Subject Line as follows: "IFB No. 20-73, Demolition of 3125 / 3127 Dora Street, 3023 / 3025 Willard Street, and 3011 Franklin Court."

The undersigned, herein referred to as the Proposer, has familiarized themselves with the IFB in its entirety and the local conditions under which the work is to be performed and is satisfied with the conditions of delivery, handling and storage of equipment and all other matters which may be incidental to the work, before submitting a proposal.

The undersigned agrees, if this proposal is accepted, to furnish any and all items/services upon which prices are offered, at the price(s) and upon the terms and conditions contained in the



Specifications. The period for acceptance of this Proposal will be one hundred eighty (180) calendar days.

By submitting a proposal in response to this solicitation, the proposer certifies that at the time of submission, he/she is not on the Federal Government's or the State of Florida's list of suspended, ineligible, or debarred contractors.

In the event of placement on the list between the time of proposal submission and time of award, the proposer will notify the HACFM. Failure to do so may result in terminating this contract for default.

The undersigned affirms that they have read and do understand the specifications and any attachments contained in this IFB package.

By signing this document I, an authorized representative of the Proposer, certify that my company has not, either directly or indirectly, entered into any agreement or participated in any collusion or otherwise taken any action in restraint of free competition; that no attempt has been made to induce any other person or firm to submit or not to submit a Proposal; that the Proposal we have submitted for this IFB has been independently arrived at without collusion with any other Proposer, competitor or potential competitor; that our Proposal has not been knowingly disclosed prior to the opening of Proposals to any other Proposer or competitor; that the above statement is accurate under penalty of perjury.

Failure to sign and return this form will result in the rejection of the entire proposal.

Company Name

Authorized Signature

Date



Attachment A

CHECK LIST FOR PROPOSAL SUBMISSION

Please read carefully, sign in the spaces indicated and return with your bid/proposal.
Proposer should check off each of the following items as the necessary action is completed.

REQUIRED FORMS

1. Attachment A – Bidders Check List
2. Proposal Form (prices & unit prices offered have been reviewed)
3. Provide List of Subcontractors
4. Section 3 Policy and Certification
5. HUD Form 5369 - Instructions to Bidders
6. 5369 - A Representations, Certifications, and Other Statements of Bidders
7. 5370 EZ - General Conditions for Small Construction
8. Disclosure of Lobbying Activities
9. Non-Collusion Affidavit of Contractor
10. Public Entity Crime Form

I acknowledge receipt of the following addenda, and the cost, if any, of such revisions has been included in the price of the proposal.

Addendum # _____	Date: _____	Addendum # _____	Date: _____
Addendum # _____	Date: _____	Addendum # _____	Date: _____

Company Name

Authorized Signature

Date

**ASBESTOS SURVEY
of
3023/3025 Willard St.
Fort Myers, FL 33916**



**Prepared For:
Mr. David Moore
Moore & Spence Architects, P.A.
12613 New Brittany Blvd.
Fort Myers, FL 33907**

**Prepared By:
American Management Resources Corporation
5230 Clayton Court
Fort Myers, Florida 33907**

**Report Number: 20-082039-AS
Prepared On: August 26, 2020**

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ATTACHMENTS

Site Location Map
Sample Location Sketch
Sample Photographs
Laboratory Results
Chain of Custody
Credentials

1.0 INTRODUCTION

1.1 Summary

American Management Resources Corporation (AMRC) of Fort Myers, Florida, performed a survey to identify and locate asbestos-containing materials (ACM) in preparation for planned demolition activities of the duplex structure located at 3023/3025 Willard St. in Fort Myers, Florida. This survey was conducted in accordance with the written authorization dated August 20, 2020.

American Management Resources Corporation is a Florida licensed asbestos consulting company (License No. ZA-0000139). The survey was conducted by Mr. Zachary Middleby, an accredited asbestos inspector with AMRC, on August 24, 2020.

1.2 Purpose and Scope of Services

In order to ensure a safe and healthy work environment, Federal, State and Local regulations require that asbestos-containing materials (ACM) be identified prior to demolition and/or renovation activities. The purpose of this survey is to assist in compliance with the aforementioned Federal, State and Local regulations. The scope of services for this inspection included a general assessment of the subject site for suspect asbestos-containing material, bulk sample collection of the suspect materials for laboratory analysis to determine asbestos content, and report preparation detailing sample results, findings, conclusions and recommendations.

1.3 Inspection and Sampling Methodology

During the inspection, the following methodology was employed:

- The suspect asbestos-containing materials were identified and grouped into homogeneous sampling areas.
- Drawings and written notes were prepared to determine and document sample areas.
- Each sampling area was divided into appropriate sub-sections to make sure samples obtained were representative of the entire sample area.
- The proper number of samples to be collected was determined based on the type of material and size of the sample area.
- Samples were collected following guidelines designed to minimize fiber release.
- Samples were sent to a qualified laboratory for analysis by polarized light microscopy.
- Sample results were interpreted, and asbestos content was determined.

2.0 SITE DESCRIPTION

2.1 Building and Mechanical Systems

2.1.2 Construction Description

Size of Structure/# Stories	1,540 Ft ² /One Story
Foundation	Concrete Slab
Exterior Walls	Stucco
Interior Walls	Plaster
Flooring	12" x 12" Vinyl Floor Tile, Terrazzo
Ceilings	Plaster
Roof Support	Wood Truss
Roof Type	Asphalt Shingle
Building Use	Vacant Duplex

3.0 SAMPLE RESULTS

3.1 Summary of Asbestos-Containing Materials

The following table lists all samples collected and submitted for asbestos content analysis during the survey. The homogeneous areas that were determined to be asbestos-containing are highlighted.

Table 1. Asbestos Sample Plan (ASP) / Asbestos-Containing Materials (ACM)

Homo Mat.	Sample No.	Description/Color	Sample Location	Known Material Location	Area S.F./L.F. (Est)	NESHAP Category Material	Sample Results
A	1, 2	Coating/Plaster, White/Gray	3025-Living Room, Dining Room	N/A	N/A	Non-Regulated	None Detected
B	3, 4	12" x 12" Vinyl Floor Tile/Terrazzo, Gray	3025-Kitchen, Living Room	N/A	N/A	Non-Regulated	None Detected
C	5	Sink Insulation, White	3025-Kitchen	N/A	N/A	Non-Regulated	None Detected
D	6	4" Ceramic Tile/Grout/Mastic, White	3025-Bath	N/A	N/A	Non-Regulated	None Detected
E	7, 8	Coating/Plaster, White/Gray	3023-Living Room, Kitchen	N/A	N/A	Non-Regulated	None Detected
F	9, 10	12" x 12" Vinyl Floor Tile/Terrazzo, Gray	3023-Living Room, Bedroom 1	N/A	N/A	Non-Regulated	None Detected
G	11	Sink Insulation, White	3023-Kitchen	N/A	N/A	Non-Regulated	None Detected
H	12	4" Ceramic Tile/Grout/Mastic, White	3023-Bath	N/A	N/A	Non-Regulated	None Detected
I	13, 14, 15	Stucco, Gray	Exterior (x3)	N/A	N/A	Non-Regulated	None Detected
J	16, 17	Asphalt Shingle/Tar/Felt Paper, Black	Roof (x2)	N/A	N/A	Non-Regulated	None Detected

****This Asbestos Sample Plan only includes materials sampled. Square footage and locations provided are estimates only and not for bidding purposes. It is the responsibility of the contractor to confirm all measurements and locations of materials. If additional material is found underneath other building materials or in inaccessible places during demolition or renovation, it must be assessed before being disturbed. AMRC was hired to identify, not quantify, the asbestos-containing materials.**

4.0 FINDINGS, CONCLUSIONS AND RECOMMENDATIONS

No asbestos was detected in the samples taken from 3023/3025 Willard St.. Therefore, no special considerations are required for those homogeneous materials that were sampled. If, during the demolition, additional suspect material other than what is identified in this report is discovered, it must be tested before being disturbed.

4.1 General

The USEPA NESHAP Standard 40 CFR 61.145(b) requires that “each owner or operator of a demolition or renovation activity... shall provide... written notice of intention to demolish or renovate.” This notification must be submitted to the Florida Department of Environmental Protection (FDEP) ten working days prior to commencement of the demolition or renovation activity. AMRC strongly encourages direct contact and coordination with the local FDEP office prior to demolition/renovation of the structure.

5.0 DISCLAIMERS AND LIMITATIONS

This survey report does not intend to acknowledge, imply, or warrant the inspection for all Asbestos-Containing Materials in areas not normally considered readily accessible through standard survey protocol. These areas include but are not limited to:

- inaccessible spaces below floor levels;
- inaccessible attic spaces;
- materials below ground surface or concrete slab;
- materials in areas considered inaccessible or unsafe;
- materials covered by other types of building materials;
- materials covered by carpeting and other flooring materials;
- materials covered by equipment or heavy objects.

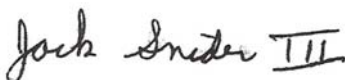
Analysis for asbestos content in the samples collected was performed in accordance with EPA protocol utilizing polarized light microscopy with dispersion staining. Due to the embedded content of the asbestos fibers within resilient flooring, this method may provide false negative results. In this situation, analysis by Transmission Electron Microscopy may be appropriate and is conducted at the request of the client.

In conclusion, it must be understood that American Management Resources Corporation does not intend this report to be representative of all potential Asbestos-Containing Material (ACM) in this facility and is strictly limited to the materials tested and the limitations of the laboratory testing technology methods. AMRC was retained to identify asbestos-containing materials, not to quantify or delineate the materials, and cannot be responsible for any interpretation beyond this scope of work.

AMRC appreciates the opportunity to be of service to Moore & Spence Architects. If additional clarification is needed please contact AMRC at your convenience.

Respectfully submitted,

AMERICAN MANAGEMENT RESOURCES CORPORATION

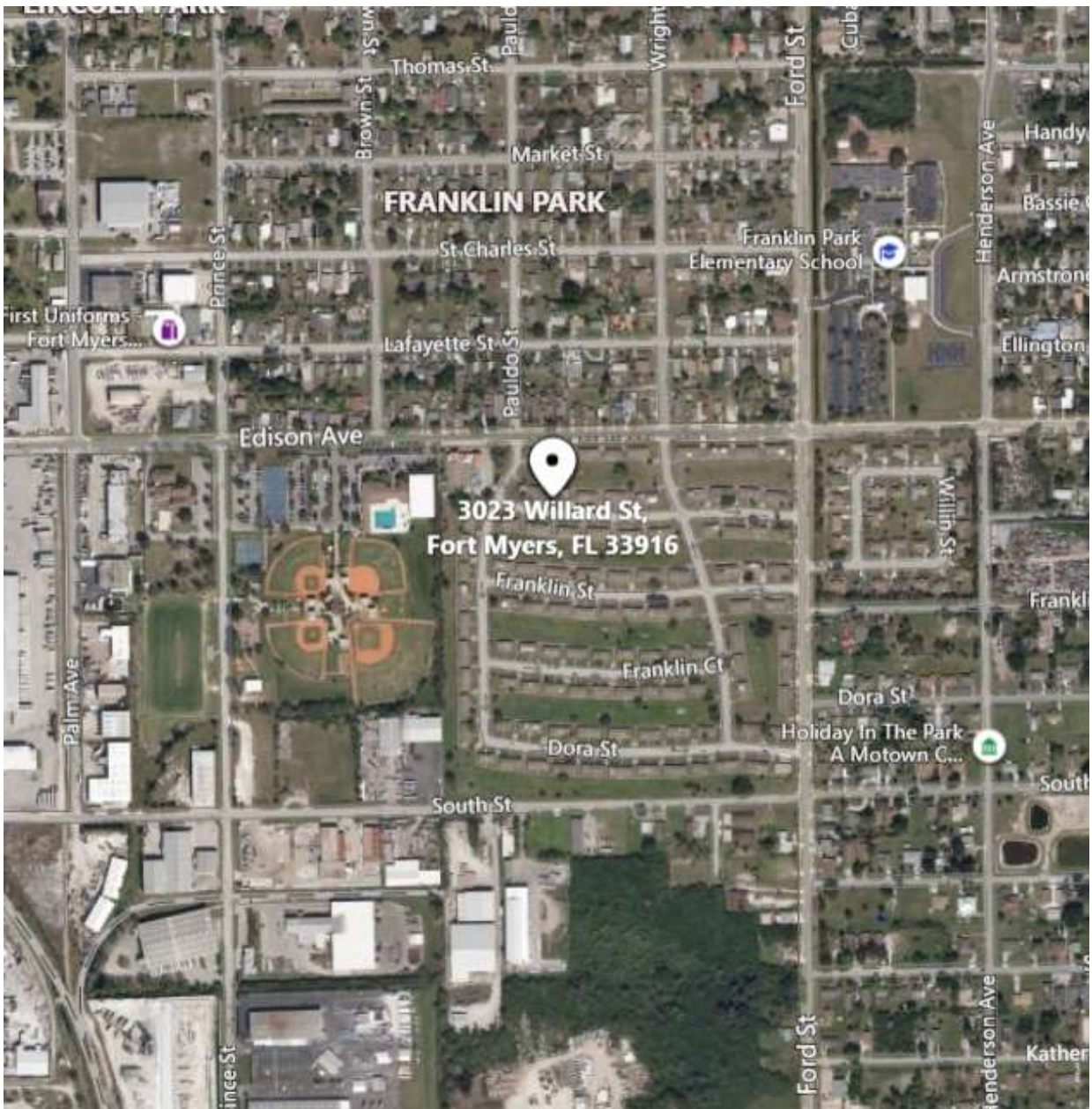


Jack M. Snider, III, CSP, LAC
Senior Consultant
Licensed Asbestos Consultant #AX57



Cassie Rahe
Director of Operations

Site Location Map



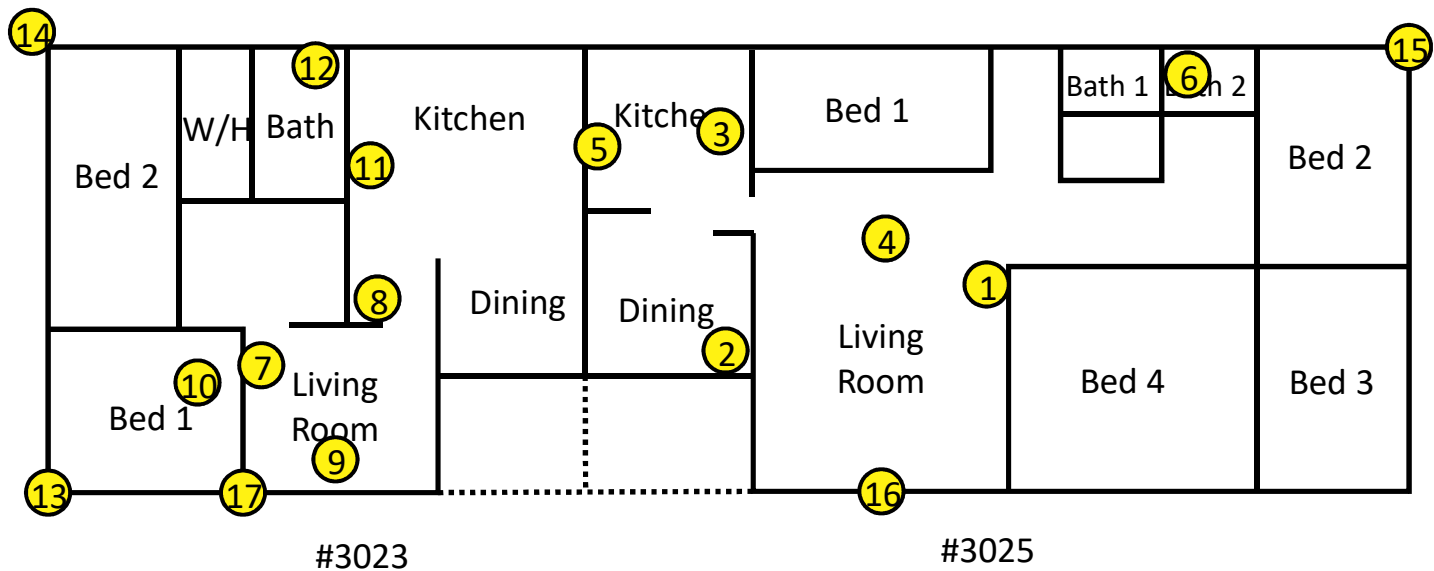
Drawing not to scale

**3023/3025 Willard St.
Fort Myers, FL 33916**

American Management Resources Corporation
5230 Clayton Court, Fort Myers, Florida 33907



Sample Location Map



 = Sample Location



Drawing not to scale

3023/3025 Willard St.
Fort Myers, FL 33916

American Management Resources Corporation
5230 Clayton Court, Fort Myers, Florida 33907





3023/3025 Willard St., Fort Myers, FL 33916



HM-A: Coating/Plaster, White/Gray



HM-B: 12" x 12" Vinyl Floor Tile/Terrazzo, Gray



HM-C: Sink Insulation, White



HM-D: 4" Ceramic Tile/Grout/Mastic, White



HM-E: Coating/Plaster, White/Gray

Title: Site Photographs 20-082039-AS
Site: 3023/3025 Willard St., Fort Myers, FL 33916
Date: August 24, 2020



HM-F: 12" x 12" Vinyl Floor Tile/Terrazzo, Gray



HM-G: Sink Insulation, White



HM-H: 4" Ceramic Tile/Grout/Mastic, White



HM-I: Stucco, Gray



HM-J: Asphalt Shingle/Tar/Felt Paper, Black

Title: Site Photographs 20-082039-AS
Site: 3023/3025 Willard St., Fort Myers, FL 33916
Date: August 24, 2020



SanAir ID Number
20047324
FINAL REPORT
8/25/2020 3:19:07 PM

Name: American Management Resources Corporation
Address: 5230 Clayton Court
Fort Myers, FL 33907
Phone: 239-936-8266

Project Number: 20-082039-AS
P.O. Number:
Project Name: Moore and Spence
Collected Date: 8/24/2020
Received Date: 8/25/2020 10:50:00 AM

Analyst: Poeppelman, Dustin

Asbestos Bulk PLM EPA 600/R-93/116

SanAir ID / Description	Stereoscopic	Components		Asbestos Fibers
	Appearance	% Fibrous	% Non-fibrous	
1 / 20047324-001 Plaster Wall / Coating, Plaster	Grey Non-Fibrous Homogeneous	< 1% Glass	50% Quartz 50% Other	None Detected
1 / 20047324-001 Plaster Wall / Coating, Coating	White Non-Fibrous Homogeneous		25% Quartz 75% Other	None Detected
2 / 20047324-002 Plaster Wall / Coating, Plaster	Grey Non-Fibrous Homogeneous	< 1% Glass	50% Quartz 50% Other	None Detected
2 / 20047324-002 Plaster Wall / Coating, Coating	White Non-Fibrous Homogeneous		25% Quartz 75% Other	None Detected
3 / 20047324-003 12" Vinyl / Terazzo, Flooring	Grey Non-Fibrous Homogeneous		30% Cal. Carbonate 70% Other	None Detected
3 / 20047324-003 12" Vinyl / Terazzo, Mastic	Yellow Non-Fibrous Homogeneous		100% Other	None Detected
3 / 20047324-003 12" Vinyl / Terazzo, Terrazo	White Non-Fibrous Homogeneous		100% Other	None Detected
4 / 20047324-004 12" Vinyl / Terazzo, Flooring	Grey Non-Fibrous Homogeneous		30% Cal. Carbonate 70% Other	None Detected
4 / 20047324-004 12" Vinyl / Terazzo, Mastic	Yellow Non-Fibrous Homogeneous		100% Other	None Detected
4 / 20047324-004 12" Vinyl / Terazzo, Terrazo	White Non-Fibrous Homogeneous		100% Other	None Detected

Analyst:

Approved Signatory:

Analysis Date: 8/25/2020

Date: 8/25/2020



SanAir ID Number
20047324
FINAL REPORT
8/25/2020 3:19:07 PM

Name: American Management Resources Corporation
Address: 5230 Clayton Court
Fort Myers, FL 33907
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Project Number: 20-082039-AS
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Collected Date: 8/24/2020
Received Date: 8/25/2020 10:50:00 AM

Analyst: Poeppelman, Dustin

Asbestos Bulk PLM EPA 600/R-93/116

SanAir ID / Description	Stereoscopic	Components		Asbestos Fibers
	Appearance	% Fibrous	% Non-fibrous	
5 / 20047324-005 Sink Insulation	White Non-Fibrous Homogeneous		100% Other	None Detected
6 / 20047324-006 4" Ceramic / Grout / Glue, Ceramic Tile	White Non-Fibrous Homogeneous		100% Other	None Detected
6 / 20047324-006 4" Ceramic / Grout / Glue, Grout	White Non-Fibrous Homogeneous		100% Other	None Detected
6 / 20047324-006 4" Ceramic / Grout / Glue, Glue	Tan Non-Fibrous Homogeneous		100% Other	None Detected
7 / 20047324-007 Plaster Wall / Coating, Plaster	Grey Non-Fibrous Homogeneous	< 1% Glass	50% Quartz 50% Other	None Detected
7 / 20047324-007 Plaster Wall / Coating, Coating	White Non-Fibrous Homogeneous		25% Quartz 75% Other	None Detected
8 / 20047324-008 Plaster Wall / Coating, Plaster	Grey Non-Fibrous Homogeneous	< 1% Glass	50% Quartz 50% Other	None Detected
8 / 20047324-008 Plaster Wall / Coating, Coating	White Non-Fibrous Homogeneous		25% Quartz 75% Other	None Detected
9 / 20047324-009 12" Vinyl / Terazzo, Flooring	Grey Non-Fibrous Homogeneous		30% Cal. Carbonate 70% Other	None Detected
9 / 20047324-009 12" Vinyl / Terazzo, Mastic	Yellow Non-Fibrous Homogeneous		100% Other	None Detected

Analyst:

Approved Signatory:

Analysis Date: 8/25/2020

Date: 8/25/2020



SanAir ID Number
20047324
FINAL REPORT
8/25/2020 3:19:07 PM

Name: American Management Resources Corporation
Address: 5230 Clayton Court
Fort Myers, FL 33907
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Project Number: 20-082039-AS
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Project Name: Moore and Spence
Collected Date: 8/24/2020
Received Date: 8/25/2020 10:50:00 AM

Analyst: Poeppelman, Dustin

Asbestos Bulk PLM EPA 600/R-93/116

SanAir ID / Description	Stereoscopic	Components		Asbestos Fibers
	Appearance	% Fibrous	% Non-fibrous	
9 / 20047324-009 12" Vinyl / Terazzo, Terrazo	White Non-Fibrous Homogeneous		100% Other	None Detected
10 / 20047324-010 12" Vinyl / Terazzo, Flooring	Grey Non-Fibrous Homogeneous		30% Cal. Carbonate 70% Other	None Detected
10 / 20047324-010 12" Vinyl / Terazzo, Mastic	Yellow Non-Fibrous Homogeneous		100% Other	None Detected
10 / 20047324-010 12" Vinyl / Terazzo, Terrazo	White Non-Fibrous Homogeneous		100% Other	None Detected
11 / 20047324-011 Sink Insulation	White Non-Fibrous Homogeneous	10% Cellulose	90% Other	None Detected
12 / 20047324-012 4" Ceramic Tile / Grout / Glue, Ceramic Tile	White Non-Fibrous Homogeneous		100% Other	None Detected
12 / 20047324-012 4" Ceramic Tile / Grout / Glue, Grout	White Non-Fibrous Homogeneous		100% Other	None Detected
12 / 20047324-012 4" Ceramic Tile / Grout / Glue, Glue	Tan Non-Fibrous Homogeneous		100% Other	None Detected
12 / 20047324-012 4" Ceramic Tile / Grout / Glue, Joint Compound	White Non-Fibrous Homogeneous		5% Mica 10% Perlite 85% Other	None Detected
13 / 20047324-013 Stucco	Grey Non-Fibrous Heterogeneous		60% Quartz 40% Other	None Detected

Analyst:

Approved Signatory:

Analysis Date: 8/25/2020

Date: 8/25/2020



SanAir ID Number
20047324
FINAL REPORT
8/25/2020 3:19:07 PM

Name: American Management Resources Corporation
Address: 5230 Clayton Court
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Phone: 239-936-8266

Project Number: 20-082039-AS
P.O. Number:
Project Name: Moore and Spence
Collected Date: 8/24/2020
Received Date: 8/25/2020 10:50:00 AM

Analyst: Poeppelman, Dustin

Asbestos Bulk PLM EPA 600/R-93/116

SanAir ID / Description	Stereoscopic	Components		Asbestos Fibers
	Appearance	% Fibrous	% Non-fibrous	
14 / 20047324-014 Stucco	Grey Non-Fibrous Heterogeneous		60% Quartz 40% Other	None Detected
15 / 20047324-015 Stucco	Grey Non-Fibrous Heterogeneous		60% Quartz 40% Other	None Detected
16 / 20047324-016 Asphalt Shingles / Felt / Tar, Shingle	Black Non-Fibrous Homogeneous	15% Glass	85% Other	None Detected
16 / 20047324-016 Asphalt Shingles / Felt / Tar, Felt	Black Non-Fibrous Homogeneous	25% Glass	75% Other	None Detected
16 / 20047324-016 Asphalt Shingles / Felt / Tar, Tar	Black Non-Fibrous Homogeneous		100% Other	None Detected
17 / 20047324-017 Asphalt Shingles / Felt / Tar, Shingle	Black Non-Fibrous Homogeneous	15% Glass	85% Other	None Detected
17 / 20047324-017 Asphalt Shingles / Felt / Tar, Felt	Black Non-Fibrous Homogeneous	25% Glass	75% Other	None Detected
17 / 20047324-017 Asphalt Shingles / Felt / Tar, Tar	Black Non-Fibrous Homogeneous		100% Other	None Detected

Analyst:

Approved Signatory:

Analysis Date: 8/25/2020

Date: 8/25/2020

Disclaimer

The final report cannot be reproduced, except in full, without written authorization from SanAir. Fibers smaller than 5 microns cannot be seen with this method due to scope limitations. The accuracy of the results is dependent upon the client's sampling procedure and information provided to the laboratory by the client. SanAir assumes no responsibility for the sampling procedure and will provide evaluation reports based solely on the sample and information provided by the client. This report may not be used by the client to claim product endorsement by NVLAP or any other agency of the U.S. government. Samples are held for a period of 60 days.

For NY state samples, method EPA 600/M4-82-020 is performed.

Polarized- light microscopy is not consistently reliable in detecting asbestos in floor covering and similar non-friable organically bound materials. Quantitative transmission electron microscopy is currently the only method that can be used to determine if this material can be considered or treated as non-asbestos containing.

Asbestos Certifications NVLAP lab code 600227-0
Rhode Island Certification Number: PLM00144



11709 Chesterdale Road
Cincinnati, OH 45249
804.897.1177 / 888.895.1177
Fax 804.897.0070
sanair.com

Asbestos
Chain of Custody
Form 140, Rev 0, 7/9/18

SanAir ID Number

20047324

Company:	AMRC	Project #:	20-082039-AS	Collected by:	ZM
Address:	5230 Clayton Ct.	Project Name:	Moore and Spence	Phone #:	239-936-8266
City, St., Zip:	Fort Myers, FL 33907	Date Collected:	8/24/2020	Fax #:	239-936-0737
State of Collection:	FL	Account #:	2138	P.O. Number:	
				Email:	cassie@amrcfl.com

Bulk			Air			Soil		
ABB	PLM EPA 600/R-93/116	<input checked="" type="checkbox"/>	ABA	PCM NIOSH 7400	<input type="checkbox"/>	ABSE	PLM EPA 600/R-93/116 (Qual.)	<input type="checkbox"/>
	Positive Stop	<input checked="" type="checkbox"/>	ABA-2	OSHA w/ TWA*	<input type="checkbox"/>	Vermiculite & Soil		
ABEPA	PLM EPA 400 Point Count	<input type="checkbox"/>	ABTEM	TEM AHERA	<input type="checkbox"/>	ABSP	PLM CARB 435 (LOD <1%)	<input type="checkbox"/>
ABB1K	PLM EPA 1000 Point Count	<input type="checkbox"/>	ABATN	TEM NIOSH 7402	<input type="checkbox"/>	ABSP1	PLM CARB 435 (LOD 0.25%)	<input type="checkbox"/>
ABBEN	PLM EPA NOB**	<input type="checkbox"/>	ABT2	TEM Level II	<input type="checkbox"/>	ABSP2	PLM CARB 435 (LOD 0.1%)	<input type="checkbox"/>
ABBCH	TEM Chatfield**	<input type="checkbox"/>	Other:		<input type="checkbox"/>	Dust		
ABBTM	TEM EPA NOB**	<input type="checkbox"/>	New York ELAP			ABWA	TEM Wipe ASTM D-6480	<input type="checkbox"/>
ABQ	PLM Qualitative	<input type="checkbox"/>	PLM NY	PLM EPA 600/M4-82-020	<input type="checkbox"/>	ABDMV	TEM Microvac ASTM D-5755	<input type="checkbox"/>
			ABEPA2	NY ELAP 198.1	<input type="checkbox"/>	Matrix		
			ABENY	NY ELAP 198.6 PLM NOB	<input type="checkbox"/>	Other		
			ABBNY	NY ELAP 198.4 TEM NOB	<input type="checkbox"/>			

** Available on 24-hr. to 5-day TAT

Water	
ABHE	EPA 100.2 <input type="checkbox"/>

Turn Around Times	3 HR (4 HR TEM) <input type="checkbox"/>	6 HR (8HR TEM) <input type="checkbox"/>	12 HR <input checked="" type="checkbox"/>	24 HR <input type="checkbox"/>
	<input type="checkbox"/> 2 Days	<input type="checkbox"/> 3 Days	<input type="checkbox"/> 4 Days	<input type="checkbox"/> 5 Days

Special Instructions	
----------------------	--

Sample #	Sample Identification/Location	Volume or Area	Sample Date	Flow Rate*	Start-Stop Time*
1	Plaster Wall/Coating Grey/White				
2	Plaster Wall/Coating Grey/White				
3	12" Vinyl Grey/Terazzo				
4	12" Vinyl Grey/Terazzo				
5	Sink Insulation White				
6	4" Ceramic Tile/Grout/Glue White				
7	Plaster Wall/Coating Grey/White				
8	Plaster Wall/Coating Grey/White				
9	12" Vinyl Grey/Terazzo				
10	12" Vinyl Grey/Terazzo				
11	Sink Insulation White				
12	4" Ceramic Tile/Grout/Glue White				

Relinquished by	Date	Time	Received by	Date	Time
<i>[Signature]</i>	8/24/20	5:00	<i>[Signature]</i>	8/25/20	1050 AM

If no technician is provided, then the primary contact for your account will be selected. Unless scheduled, the turnaround time for all samples received after 3 pm EST Friday will begin at 8 am Monday morning. Weekend or holiday work must be scheduled ahead of time and is charged for rush turnaround time. SanAir covers Standard Overnight FedEx shipping. Shipments billed to SanAir with a faster shipping rate will result in additional charges.

Special Instructions	
----------------------	--

[illegible]

Relinquished by	Date	Time	Received by	Date	Time
			M.S.	8/25/20	1050 AM

Page 2 of 2



RICK SCOTT, GOVERNOR

JONATHAN ZACHEM, SECRETARY



STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION

ASBESTOS LICENSING UNIT

THE ASBESTOS CONSULTANT HEREIN IS LICENSED UNDER THE
PROVISIONS OF CHAPTER 469, FLORIDA STATUTES

SNIDER, JACK M III

AMERICAN MANAGEMENT RESOURCES CORPORATION

5230 CLAYTON CT

FORT MYERS FL 33907

LICENSE NUMBER: AX57

EXPIRATION DATE: NOVEMBER 30, 2020

Always verify licenses online at MyFloridaLicense.com



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**STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION**



ASBESTOS LICENSING UNIT
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TALLAHASSEE FL 32399-0783

(850) 487-1395

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	STATE OF FLORIDA DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION
AX57	ISSUED: 12/13/2018
ASBESTOS CONSULTANT	
SNIDER, JACK M III	
AMERICAN MANAGEMENT RESOURCES CORP	
 Signature	
LICENSED UNDER CHAPTER 469, FLORIDA STATUTES	
EXPIRATION DATE: NOVEMBER 30, 2020	



Certifies that

Zachary Middleby

Has successfully completed and satisfactorily passed an examination for the

Asbestos Inspector Refresher Course

Conducted 5/28/2020

Certificate #: 5866

Provider #: 0001626

Expiration Date: 5/27/2021

Jack Snider III

Jack Snider, III, Course Instructor

AMERICAN MANAGEMENT RESOURCES CORPORATION

5230 Clayton Court • Fort Myers • Florida • 33907 • Phone (239) 936-8266

**ASBESTOS SURVEY
of
3125/3127 Dora St.
Fort Myers, FL 33916**



**Prepared For:
Mr. David Moore
Moore & Spence Architects, P.A.
12613 New Brittany Blvd.
Fort Myers, FL 33907**

**Prepared By:
American Management Resources Corporation
5230 Clayton Court
Fort Myers, Florida 33907**

**Report Number: 20-062347-AS
Prepared On: June 29, 2020**

Table of Contents

1.0 INTRODUCTION	3
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ATTACHMENTS

Site Location Map
Sample Location Sketch
Sample Photographs
Laboratory Results
Chain of Custody
Credentials

1.0 INTRODUCTION

1.1 Summary

American Management Resources Corporation (AMRC) of Fort Myers, Florida, performed a limited survey to identify and locate asbestos-containing materials (ACM) in preparation for planned demolition activities of the duplex structure located at 3125/3127 Dora St. in Fort Myers, Florida. This survey was conducted in accordance with the written authorization dated June 23, 2020.

American Management Resources Corporation is a Florida licensed asbestos consulting company (License No. ZA-0000139). The survey was conducted by Mr. Jack Snider, an accredited asbestos inspector with AMRC, on June 25, 2020.

1.2 Purpose and Scope of Services

In order to ensure a safe and healthy work environment, Federal, State and Local regulations require that asbestos-containing materials (ACM) be identified prior to demolition and/or renovation activities. These regulations help to ensure proper disposal of said ACM in an effort to reduce asbestos fiber emissions. The USEPA NESHAP Standard 40 CFR 61.145(b) requires that “each owner or operator of a demolition or renovation activity... shall provide... written notice of intention to demolish or renovate.” This notification is submitted to the Florida Department of Environmental Protection ten working days prior to commencement of the demolition or renovation activity. AMRC strongly encourages direct contact and coordination with the local FDEP office at the time of notification.

The purpose of this survey is to assist in compliance with the aforementioned Federal, State and Local regulations. The scope of services for this inspection included a general assessment of the subject site for suspect asbestos-containing material, bulk sample collection of the suspect materials for laboratory analysis to determine asbestos content, and report preparation detailing sample results, findings, conclusions and recommendations.

1.3 Inspection and Sampling Methodology

During the inspection, the following methodology was employed:

- The suspect asbestos-containing materials were identified and grouped into homogeneous sampling areas.
- Drawings and written notes were prepared to determine and document sample areas.
- Each sampling area was divided into appropriate sub-sections to make sure samples obtained were representative of the entire sample area.
- The proper number of samples to be collected was determined based on the type of material and size of the sample area.
- Samples were collected following guidelines designed to minimize fiber release.
- Samples were sent to a qualified laboratory for analysis by polarized light microscopy.
- Sample results were interpreted, and asbestos content was determined.

2.0 SITE DESCRIPTION

2.1 Building and Mechanical Systems

2.1.2 Construction Description

Size of Structure/# Stories	1,500 Ft ² /One Story
Foundation	Concrete Slab
Exterior Walls	Stucco
Interior Walls	Drywall/Joint Compound, Plaster
Flooring	12" x 12" Vinyl Floor Tile, Terrazzo, Ceramic Tile
Ceilings	Drywall/Joint Compound, Plaster
Roof Support	Wood Truss
Roof Type	Asphalt Shingle
Building Use	Duplex

3.0 SAMPLE RESULTS

3.1 Summary of Asbestos-Containing Materials

The following table lists all samples collected and submitted for asbestos content analysis during the survey. The homogeneous areas that were determined to be asbestos-containing are highlighted.

Table 1. Asbestos Sample Plan (ASP) / Asbestos-Containing Materials (ACM)

Homo Mat.	Sample No.	Description/Color	Sample Location	Known Material Location	Area S.F./L.F. (Est)	NESHAP Category Material	Sample Results
A	1, 2, 12	12" x 12" Vinyl Floor Tile, Gray	3125-Dining, Bathroom, 3127 Living	N/A	N/A	Non-Regulated	None Detected
B	3, 4, 10	Texture/Drywall/Joint Compound, White	3125-Hallway Ceiling (x2), 3127-Living	N/A	N/A	Non-Regulated	None Detected
C	5, 6, 11	Plaster, Gray/White	3125-Living, Kitchen, 3127-Bathrom	N/A	N/A	Non-Regulated	None Detected
D	7, 13	Sink Insulation, Cream	3125-Kitchen, 3127 Kitchen	N/A	N/A	Non-Regulated	None Detected
E	8, 9	Drywall/Joint Compound, White	3125-Front Bedroom Closet (x2)	N/A	N/A	Non-Regulated	None Detected
F	14, 15	Shower Tile, White	3127-Bathroom (x2)	N/A	N/A	Non-Regulated	None Detected
G	16, 17	Terrazzo, Black/White	3127-Door Step, 3125 Door Step	N/A	N/A	Non-Regulated	None Detected
H	18, 19	Stucco, Gray	Exterior (x2)	N/A	N/A	Non-Regulated	None Detected
I	20, 21	Asphalt Shingle/Felt Paper, Black	Roof (x2)	N/A	N/A	Non-Regulated	None Detected

****This Asbestos Sample Plan only includes materials sampled. Square footage and locations provided are estimates only and not for bidding purposes. It is the responsibility of the contractor to confirm all measurements and locations of materials. If additional material is found underneath other building materials or in inaccessible places during demolition or renovation, it must be assessed before being disturbed. AMRC was hired to identify, not quantify, the asbestos-containing materials.**

4.0 FINDINGS, CONCLUSIONS AND RECOMMENDATIONS

No asbestos was detected in the samples taken from 3125/3127 Dora St. Therefore, no special considerations are required for those homogeneous materials that were sampled. If, during the demolition, additional suspect material other than what is identified in this report is discovered, it must be tested before being disturbed.

4.1 General

AMRC recommends that materials identified as Asbestos-Containing Materials (ACM), while in place, be maintained through an Operations and Maintenance (O&M) program until they must be disturbed or removed as a result of renovation or demolition. If these materials become significantly damaged and/or require extensive repair activities, access to the areas of damaged ACM should be restricted and the material should be removed by a Florida Licensed Asbestos Abatement contractor.

The USEPA NESHAP Standard 40 CFR 61.145(b) requires that “each owner or operator of a demolition or renovation activity... shall provide... written notice of intention to demolish or renovate.” This notification must be submitted to the Florida Department of Environmental Protection (FDEP) ten working days prior to commencement of the demolition or renovation activity. AMRC strongly encourages direct contact and coordination with the local FDEP office prior to demolition/renovation of the structure.

5.0 DISCLAIMERS AND LIMITATIONS

This survey report does not intend to acknowledge, imply, or warrant the inspection for all Asbestos-Containing Materials in areas not normally considered readily accessible through standard survey protocol. These areas include but are not limited to:

- inaccessible spaces below floor levels;
- inaccessible attic spaces;
- materials below ground surface or concrete slab;
- materials in areas considered inaccessible or unsafe;
- materials covered by other types of building materials;
- materials covered by carpeting and other flooring materials;
- materials covered by equipment or heavy objects.

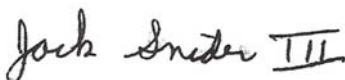
Analysis for asbestos content in the resilient flooring was performed in accordance with EPA protocol utilizing polarized light microscopy with dispersion staining. Due to the embedded content of the asbestos fibers within resilient flooring, this method may provide false negative results. In this situation, analysis by Transmission Electron Microscopy may be appropriate and is conducted at the request of the client.

In conclusion, it must be understood that American Management Resources Corporation does not intend this report to be representative of all potential Asbestos-Containing Material (ACM) in this facility and is strictly limited to the materials tested and the limitations of the laboratory testing technology methods. AMRC was retained to identify asbestos-containing materials, not to quantify or delineate the materials, and cannot be responsible for any interpretation beyond this scope of work.

AMRC appreciates the opportunity to be of service to Moore & Spence Architects. If additional clarification is needed please contact AMRC at your convenience.

Respectfully submitted,

AMERICAN MANAGEMENT RESOURCES CORPORATION

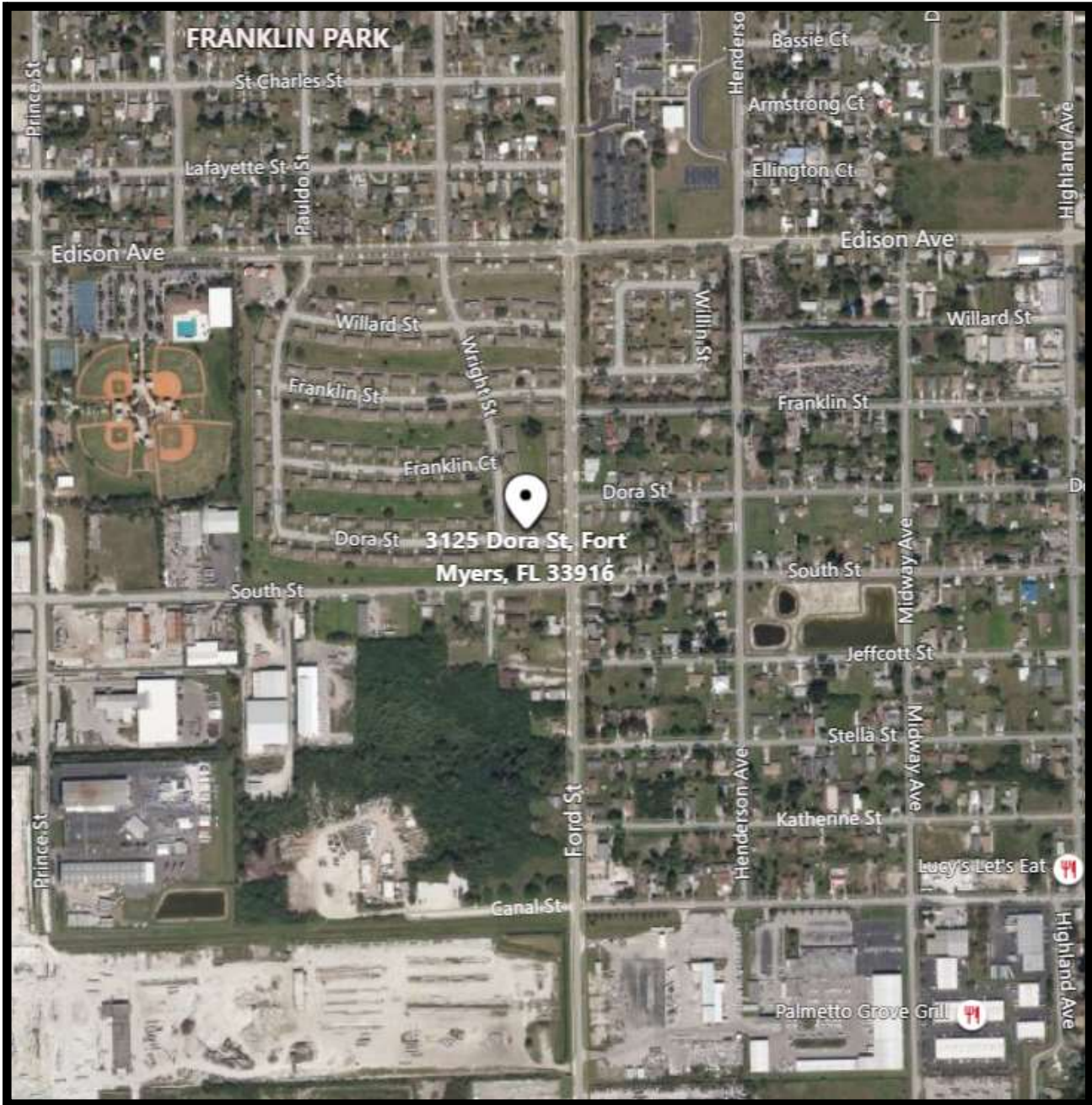


Jack M. Snider, III, CSP, LAC
Senior Consultant
Licensed Asbestos Consultant #AX57



Cassie Rahe
Director of Operations

Site Location Map



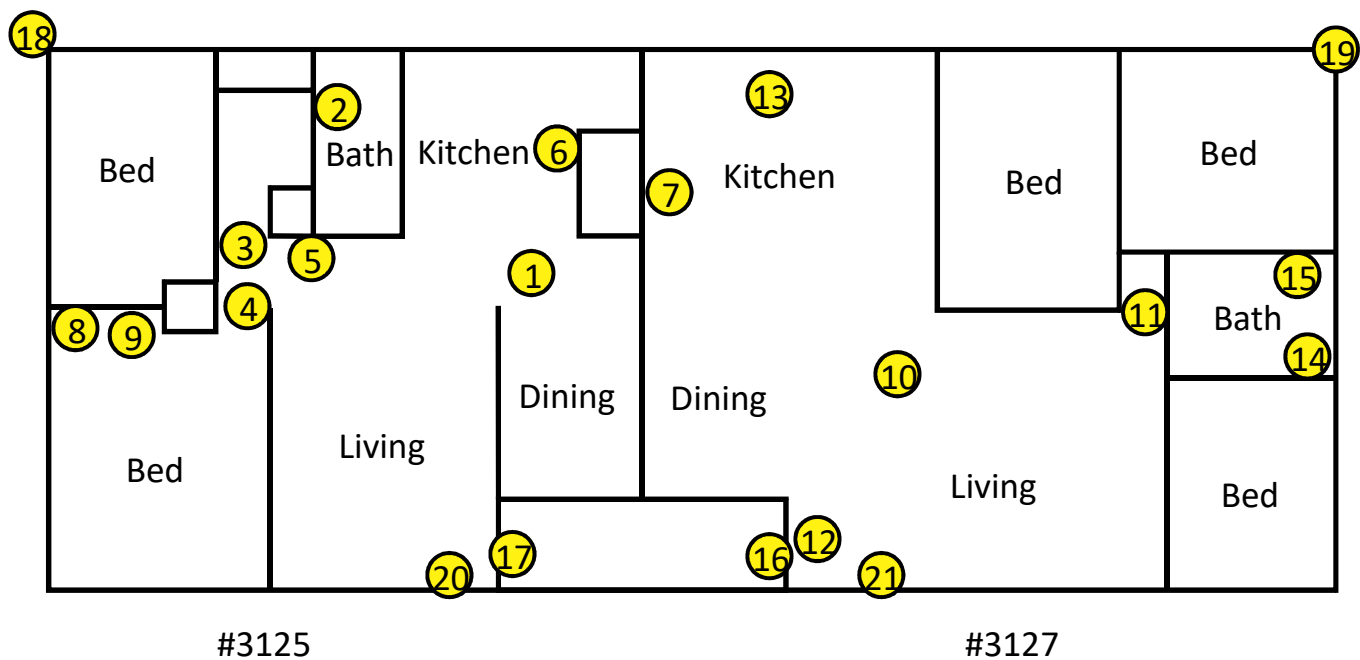
Drawing not to scale

**3125/3127 Dora St.
Fort Myers, FL 33916**

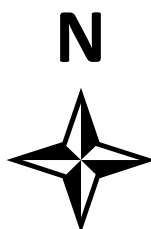
American Management Resources Corporation
5230 Clayton Court, Fort Myers, Florida 33907



Sample Location Map



● = Sample Location



Drawing not to scale

**3125/3127 Dora Street
Fort Myers, FL 33916**

American Management Resources Corporation
5230 Clayton Court, Fort Myers, Florida 33907





3125/3127 Dora St., Fort Myers, FL 33916



HM-A: 12" x 12" Vinyl Floor Tile, Gray



HM-B: Texture/Drywall/Joint Compound, White



HM-C: Plaster, Gray/White



HM-D: Sink Insulation, Cream



HM-E: Drywall/Joint Compound, White

Title: Site Photographs 20-062347-AS
Site: 3125/3127 Dora St., Fort Myers, FL 33916
Date: June 25, 2020





HM-F: Shower Tile, White



HM-G: Terrazzo, Black/White



HM-H: Stucco, Gray



HM-I: Asphalt Shingle/Felt Paper, Black

Title: Site Photographs 20-062347-AS
Site: 3125/3127 Dora St., Fort Myers, FL 33916
Date: June 25, 2020



Bulk Asbestos Analysis

By Polarized Light Microscopy
EPA Method: 600/R-93/116 and 40 CFR, Part 763, Subpart E,
App.E



NVLAP LAB CODE 200844-0



Customer: AMRC
5230 Clayton Ct
Ft Myers, FL 33907

Attn: Cassie Rahe

Lab Order ID: 71945158
Analysis ID: 71945158_PLM
Date Received: 6/26/2020
Date Reported: 6/29/2020

Project: 20-062347-AS 3125/3127 Dora St. Fort Myers FL.

Sample ID	Description	Asbestos	Fibrous Components	Non-Fibrous Components	Attributes
Lab Sample ID	Lab Notes				Treatment
1 - A	Floor Tile Grey	None Detected		100% Other	Gray Non Fibrous Homogeneous
71945158PLM_1	tile				Dissolved
1 - B	Floor Tile Grey	None Detected		100% Other	Yellow Non Fibrous Homogeneous
71945158PLM_22	mastic				Dissolved
2 - A	Floor Tile Grey	None Detected		100% Other	Gray Non Fibrous Homogeneous
71945158PLM_2	tile				Dissolved
2 - B	Floor Tile Grey	None Detected		100% Other	Yellow Non Fibrous Homogeneous
71945158PLM_23	mastic				Dissolved
3 - A	DW/JC Grey	None Detected		100% Other	White Non Fibrous Heterogeneous
71945158PLM_3	plaster-finish				Crushed, Dissolved
3 - B	DW/JC Grey	None Detected		100% Other	Gray Non Fibrous Heterogeneous
71945158PLM_24	plaster-base				Crushed
3 - C	DW/JC Grey	None Detected	10% Cellulose	90% Other	White Non Fibrous Homogeneous
71945158PLM_25	drywall 1; no joint compound				Crushed
3 - D	DW/JC Grey	None Detected	10% Cellulose	90% Other	Cream Non Fibrous Homogeneous
71945158PLM_26	drywall 2				Crushed

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Aquila Johnson (44)

Analyst

Approved Signatory



Bulk Asbestos Analysis

By Polarized Light Microscopy
EPA Method: 600/R-93/116 and 40 CFR, Part 763, Subpart E,
App.E



Customer: AMRC
5230 Clayton Ct
Ft Myers, FL 33907

Attn: Cassie Rahe

Lab Order ID: 71945158
Analysis ID: 71945158_PLM
Date Received: 6/26/2020
Date Reported: 6/29/2020

Project: 20-062347-AS 3125/3127 Dora St. Fort Myers FL.

Sample ID	Description	Asbestos	Fibrous Components	Non-Fibrous Components	Attributes
Lab Sample ID	Lab Notes				Treatment
4 - A	DW/JC Grey	None Detected		100% Other	White Non Fibrous Heterogeneous
71945158PLM_4	plaster-finish				Crushed, Dissolved
4 - B	DW/JC Grey	None Detected		100% Other	Gray Non Fibrous Heterogeneous
71945158PLM_27	plaster-base				Crushed
4 - C	DW/JC Grey	None Detected	10% Cellulose	90% Other	White Non Fibrous Homogeneous
71945158PLM_28	drywall 1; no joint compound				Crushed
4 - D	DW/JC Grey	None Detected	10% Cellulose	90% Other	Cream Non Fibrous Homogeneous
71945158PLM_29	drywall 2				Crushed
5 - A	Plaster Wall Grey/White	None Detected		100% Other	White Non Fibrous Heterogeneous
71945158PLM_5	finish				Crushed, Dissolved
5 - B	Plaster Wall Grey/White	None Detected		100% Other	Gray Non Fibrous Heterogeneous
71945158PLM_30	base				Crushed
5 - C	Plaster Wall Grey/White	None Detected	10% Cellulose	90% Other	White Non Fibrous Homogeneous
71945158PLM_31	drywall				Crushed
6 - A	Plaster Wall Grey/White	None Detected		100% Other	White Non Fibrous Homogeneous
71945158PLM_6	finish				Dissolved

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Aquila Johnson (44)

Analyst

Approved Signatory



Bulk Asbestos Analysis

By Polarized Light Microscopy
EPA Method: 600/R-93/116 and 40 CFR, Part 763, Subpart E,
App.E



NVLAP LAB CODE 200644-0



Customer: AMRC
5230 Clayton Ct
Ft Myers, FL 33907

Attn: Cassie Rahe

Lab Order ID: 71945158
Analysis ID: 71945158_PLM
Date Received: 6/26/2020
Date Reported: 6/29/2020

Project: 20-062347-AS 3125/3127 Dora St. Fort Myers FL.

Sample ID	Description	Asbestos	Fibrous Components	Non-Fibrous Components	Attributes
Lab Sample ID	Lab Notes				Treatment
6 - B	Plaster Wall Grey/White	None Detected		100% Other	Gray Non Fibrous Heterogeneous
71945158PLM_32	base				Crushed
6 - C	Plaster Wall Grey/White	None Detected	10% Cellulose	90% Other	Grayish, White Non Fibrous Heterogeneous
71945158PLM_33	drywall				Crushed
7	Sink Insulation Cream	None Detected	35% Cellulose	65% Other	Cream Fibrous Homogeneous
71945158PLM_7					Dissolved
8	DW/JC Grey	None Detected	10% Cellulose	90% Other	Grayish, White Non Fibrous Heterogeneous
71945158PLM_8	drywall: none detect; joint compnd: none detect				Crushed
9	DW/JC Grey	None Detected	10% Cellulose	90% Other	Grayish, White Non Fibrous Heterogeneous
71945158PLM_9	drywall: none detect; joint compnd: none detect				Crushed
10 - A	DW/JC Grey	None Detected		100% Other	White Non Fibrous Heterogeneous
71945158PLM_10	plaster-finish				Crushed, Dissolved
10 - B	DW/JC Grey	None Detected		100% Other	Gray Non Fibrous Heterogeneous
71945158PLM_34	plaster-base				Crushed
10 - C	DW/JC Grey	None Detected	10% Cellulose	90% Other	White Non Fibrous Homogeneous
71945158PLM_35	drywall; no joint compound				Crushed

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Aquila Johnson (44)

Analyst

Approved Signatory



Bulk Asbestos Analysis

By Polarized Light Microscopy
EPA Method: 600/R-93/116 and 40 CFR, Part 763, Subpart E,
App.E



Customer: AMRC
5230 Clayton Ct
Ft Myers, FL 33907

Attn: Cassie Rahe

Lab Order ID: 71945158
Analysis ID: 71945158_PLM
Date Received: 6/26/2020
Date Reported: 6/29/2020

Project: 20-062347-AS 3125/3127 Dora St. Fort Myers FL.

Sample ID	Description	Asbestos	Fibrous Components	Non-Fibrous Components	Attributes
Lab Sample ID	Lab Notes				Treatment
11 - A	DW/JC Grey	None Detected		100% Other	White Non Fibrous Homogeneous
71945158PLM_11	plaster-finish				Dissolved
11 - B	DW/JC Grey	None Detected	10% Cellulose	90% Other	White Non Fibrous Homogeneous
71945158PLM_36	drywall; no joint compound				Crushed
12 - A	DW/JC Grey	None Detected		100% Other	Gray Non Fibrous Homogeneous
71945158PLM_12	floor tile				Dissolved
12 - B	DW/JC Grey	None Detected		100% Other	Yellow Non Fibrous Homogeneous
71945158PLM_37	mastic				Dissolved
13	DW/JC Grey	None Detected	35% Cellulose	65% Other	Cream Fibrous Homogeneous
71945158PLM_13	sink insulation				Crushed
14 - A	Shower Wall Tile White	None Detected		100% Other	White Non Fibrous Homogeneous
71945158PLM_14	ceramic tile				Crushed
14 - B	Shower Wall Tile White	None Detected		100% Other	White Non Fibrous Homogeneous
71945158PLM_38	grout;small sample				Crushed
14 - C	Shower Wall Tile White	None Detected		100% Other	Yellow Non Fibrous Homogeneous
71945158PLM_39	mastic				Dissolved

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Aquila Johnson (44)

Analyst

Approved Signatory

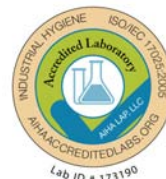


Bulk Asbestos Analysis

By Polarized Light Microscopy
EPA Method: 600/R-93/116 and 40 CFR, Part 763, Subpart E,
App.E



NVLAP LAB CODE 200844-0



Customer: AMRC
5230 Clayton Ct
Ft Myers, FL 33907

Attn: Cassie Rahe

Lab Order ID: 71945158
Analysis ID: 71945158_PLM
Date Received: 6/26/2020
Date Reported: 6/29/2020

Project: 20-062347-AS 3125/3127 Dora St. Fort Myers FL.

Sample ID	Description	Asbestos	Fibrous Components	Non-Fibrous Components	Attributes
Lab Sample ID	Lab Notes				Treatment
14 - D	Shower Wall Tile White	None Detected		100% Other	White Non Fibrous Homogeneous
71945158PLM_40	thin set				Crushed
15 - A	Shower Wall Tile White	None Detected		100% Other	White Non Fibrous Homogeneous
71945158PLM_15	ceramic tile				Crushed
15 - B	Shower Wall Tile White	None Detected		100% Other	Yellow Non Fibrous Homogeneous
71945158PLM_41	mastic				Dissolved
15 - C	Shower Wall Tile White	None Detected		100% Other	White Non Fibrous Homogeneous
71945158PLM_42	thin set				Crushed
16	Terrazo Black/White	None Detected		100% Other	White, Gray Non Fibrous Heterogeneous
71945158PLM_16					Crushed
17	Terrazo Black/White	None Detected		100% Other	White, Gray Non Fibrous Heterogeneous
71945158PLM_17					Crushed
18	Stucco Grey	None Detected		100% Other	Gray Non Fibrous Heterogeneous
71945158PLM_18					Crushed
19	Stucco Grey	None Detected		100% Other	Gray Non Fibrous Heterogeneous
71945158PLM_19					Crushed

Disclaimer: Due to the nature of the EPA 600 method, asbestos may not be detected in samples containing low levels of asbestos. We strongly recommend that analysis of floor tiles, vermiculite, and/or heterogeneous soil samples be conducted by TEM for confirmation of "None Detected" by PLM. This report relates only to the samples tested and may not be reproduced, except in full, without the written approval of SAL. This report may not be used by the client to claim product endorsement by NVLAP or any other agency of the U.S. government. Analytical uncertainty available upon request. Scientific Analytical Institute participates in the NVLAP Proficiency Testing program. Unless otherwise noted blank sample correction was not performed. Estimated MDL is 0.1%.

Aquila Johnson (44)

Analyst



Approved Signatory



Bulk Asbestos Analysis

By Polarized Light Microscopy
EPA Method: 600/R-93/116 and 40 CFR, Part 763, Subpart E,
App.E



Customer: AMRC
5230 Clayton Ct
Ft Myers, FL 33907

Attn: Cassie Rahe

Lab Order ID: 71945158
Analysis ID: 71945158_PLM
Date Received: 6/26/2020
Date Reported: 6/29/2020

Project: 20-062347-AS 3125/3127 Dora St. Fort Myers FL.

Sample ID	Description	Asbestos	Fibrous Components	Non-Fibrous Components	Attributes
Lab Sample ID	Lab Notes				Treatment
20 - A	Stucco Grey	None Detected	15% Fiber Glass	85% Other	Black, Green Fibrous Heterogeneous
71945158PLM_20	roofing shingle				Dissolved
20 - B	Stucco Grey	None Detected	25% Fiber Glass	75% Other	Black Fibrous Homogeneous
71945158PLM_43	felt				Dissolved
21 - A	Stucco Grey	None Detected	15% Fiber Glass	85% Other	Black, Green Fibrous Heterogeneous
71945158PLM_21	roofing shingle				Dissolved
21 - B	Stucco Grey	None Detected	25% Fiber Glass	75% Other	Black Fibrous Homogeneous
71945158PLM_44	felt				Dissolved

Disclaimer: Due to the nature of the EPA 600 method, asbestos may not be detected in samples containing low levels of asbestos. We strongly recommend that analysis of floor tiles, vermiculite, and/or heterogeneous soil samples be conducted by TEM for confirmation of "None Detected" by PLM. This report relates only to the samples tested and may not be reproduced, except in full, without the written approval of SAL. This report may not be used by the client to claim product endorsement by NVLAP or any other agency of the U.S. government. Analytical uncertainty available upon request. Scientific Analytical Institute participates in the NVLAP Proficiency Testing program. Unless otherwise noted blank sample correction was not performed. Estimated MDL is 0.1%.

Aquila Johnson (44)

Analyst

Approved Signatory

Client:	AMRC
Contact:	Cassie Rahe
Address:	5230 Clayton Court, Fort Myers, FL
Phone:	239-936-8266
Fax:	239-936-0737
Email:	<u>cassie@amrcfl.com</u>
Proj #:	20-062347-AS
Address:	3125/3127 Dora St. Fort Myers FL.
Date Submitted:	6/25/2020
Note:	First Positive Stop
Analysis:	PLM Bul Asbestos
TurnAroundTime:	24hr

Chain of Custody

71945158

Enter samples between "<<" and ">>"
Begin Samples with a "<<" above the first sample
and end with a ">>" below the last sample.
Only Enter your data on the first sheet "Sheet1"

Note: Data 1 and Data 2 are optional fields that do not show up on the official report, however they will be included in the electronic data returned to you to facilitate your reintegration of the report data.

Sample Number	Data 1	Sample Description
---------------	--------	--------------------

<<

1	Floor Tile Grey
2	Floor Tile Grey
3	DW/JC Grey
4	DW/JC Grey
5	Plaster Wall Grey/White
6	Plaster Wall Grey/White
7	Sink Insulation Cream
8	DW/JC Grey
9	DW/JC Grey
10	DW/JC Grey
11	DW/JC Grey
12	DW/JC Grey
13	DW/JC Grey
14	Shower Wall Tile White
15	Shower Wall Tile White
16	Terrazo Black/White
17	Terrazo Black/White
18	Stucco Grey
19	Stucco Grey
20	Stucco Grey
21	Stucco Grey

Accepted ☒

Rejected ☐

>>

11 June 2020 10:30 AM



RICK SCOTT, GOVERNOR

JONATHAN ZACHEM, SECRETARY



STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION

ASBESTOS LICENSING UNIT

THE ASBESTOS CONSULTANT HEREIN IS LICENSED UNDER THE
PROVISIONS OF CHAPTER 469, FLORIDA STATUTES

SNIDER, JACK M III

AMERICAN MANAGEMENT RESOURCES CORPORATION

5230 CLAYTON CT

FORT MYERS FL 33907

LICENSE NUMBER: AX57

EXPIRATION DATE: NOVEMBER 30, 2020

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**STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION**



ASBESTOS LICENSING UNIT
2601 BLAIR STONE ROAD
TALLAHASSEE FL 32399-0783

(850) 487-1395

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	STATE OF FLORIDA DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION
AX57	ISSUED: 12/13/2018
ASBESTOS CONSULTANT	
SNIDER, JACK M III	
AMERICAN MANAGEMENT RESOURCES CORP	
 Signature	
LICENSED UNDER CHAPTER 469, FLORIDA STATUTES	
EXPIRATION DATE: NOVEMBER 30, 2020	



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Florida Course No. 0006385
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1775 West 55th Avenue
Denver, CO 80221,
United States of America

CERTIFICATE OF ACHIEVEMENT

This certificate is awarded to:

JACK SNIDER III

In recognition of satisfactory completion of the EPA-approved annual asbestos
refresher training course under section 206 of the Toxic Substance Control Act (TSCA),
Title II entitled:

SURVEY & MECHANICAL (INSPECTOR)

COURSE COMPLETION:

OCTOBER 28, 2019

EXAMINATION DATE:

OCTOBER 28, 2019

EXPIRATION DATE:

OCTOBER 28, 2020

COURSE HOURS:

8.0



Verify this Credential

Danaya N. Benedetto
CEO & Training Program Manager

Credential License ID:
14002800



Aaron Hix

Instructor

CHC Training Certificate No.
R19-0597-AS-O-FL



Visit our Website

**ASBESTOS SURVEY
of
3011 Franklin Ct.
Fort Myers, FL 33916**



**Prepared For:
Mr. David Moore
Moore & Spence Architects, P.A.
12613 New Brittany Blvd.
Fort Myers, FL 33907**

**Prepared By:
American Management Resources Corporation
5230 Clayton Court
Fort Myers, Florida 33907**

**Report Number: 20-091747-AS
Prepared On: September 23, 2020**

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ATTACHMENTS

Site Location Map
Sample Location Sketch
Sample Photographs
Laboratory Results
Chain of Custody
Credentials

1.0 INTRODUCTION

1.1 Summary

American Management Resources Corporation (AMRC) of Fort Myers, Florida, performed a limited survey to identify and locate asbestos-containing materials (ACM) in preparation for planned demolition activities of the structure located at 3011 Franklin Court in Fort Myers, Florida. This survey was conducted in accordance with the written authorization dated September 17, 2020.

American Management Resources Corporation is a Florida licensed asbestos consulting company (License No. ZA-0000139). The survey was conducted by Mr. Thomas Armour, an accredited asbestos inspector with AMRC, on September 21, 2020.

1.2 Purpose and Scope of Services

In order to ensure a safe and healthy work environment, Federal, State and Local regulations require that asbestos-containing materials (ACM) be identified prior to demolition and/or renovation activities. The purpose of this survey is to assist in compliance with the aforementioned Federal, State and Local regulations. The scope of services for this inspection included a general assessment of the subject site for suspect asbestos-containing material, bulk sample collection of the suspect materials for laboratory analysis to determine asbestos content, and report preparation detailing sample results, findings, conclusions and recommendations.

1.3 Inspection and Sampling Methodology

During the inspection, the following methodology was employed:

- The suspect asbestos-containing materials were identified and grouped into homogeneous sampling areas.
- Drawings and written notes were prepared to determine and document sample areas.
- Each sampling area was divided into appropriate sub-sections to make sure samples obtained were representative of the entire sample area.
- The proper number of samples to be collected was determined based on the type of material and size of the sample area.
- Samples were collected following guidelines designed to minimize fiber release.
- Samples were sent to a qualified laboratory for analysis by polarized light microscopy.
- Sample results were interpreted, and asbestos content was determined.

2.0 SITE DESCRIPTION

2.1 Building and Mechanical Systems

2.1.2 Construction Description

Size of Structure/# Stories	1,512 Ft ² /One Story
Foundation	Concrete Slab
Exterior Walls	Stucco
Interior Walls	Plaster, Drywall
Flooring	12" x 12" Vinyl Tile
Ceilings	Plaster
Roof Support	Wood Truss
Roof Type	Asphalt Shingle
HVAC	Wall Mounted Unit
Building Use	Residential

3.0 SAMPLE RESULTS

3.1 Summary of Asbestos-Containing Materials

The following table lists all samples collected and submitted for asbestos content analysis during the survey. The homogeneous areas that were determined to be asbestos-containing are highlighted.

Table 1. Asbestos Sample Plan (ASP) / Asbestos-Containing Materials (ACM)

Homo Mat.	Sample No.	Description/Color	Sample Location	Known Material Location	Area S.F./L.F. (Est)	NESHAP Category Material	Sample Results
A	1, 2	12" x 12" Vinyl Floor Tile, Gray	Living Room, Bedroom 3	N/A	N/A	Non-Regulated	None Detected
B	3, 4	Plaster Wall, Gray	Bedroom 5, Bedroom 3	N/A	N/A	Non-Regulated	None Detected
C	5, 6	Drywall, White	Hallway (x2)	N/A	N/A	Non-Regulated	None Detected
D	7, 8	Shower Tile/Mastic, White	Bath 1, Bath 2	N/A	N/A	Non-Regulated	None Detected
E	9	Sink Insulation, White	Kitchen	N/A	N/A	Non-Regulated	None Detected
F	10	Backsplash Tile/Caulking, White	Kitchen	N/A	N/A	Non-Regulated	None Detected
G	11, 12	Asphalt Shingle/Felt Paper/Tar, Black	Roof (x2)	N/A	N/A	Non-Regulated	None Detected
H	13, 14	Window Caulking, Gray	Exterior (x2)	N/A	N/A	Non-Regulated	None Detected
I	15, 16, 17	Stucco, Gray	Exterior (x3)	N/A	N/A	Non-Regulated	None Detected

****This Asbestos Sample Plan only includes materials sampled. Square footage and locations provided are estimates only and not for bidding purposes. It is the responsibility of the contractor to confirm all measurements and locations of materials. If additional material is found underneath other building materials or in inaccessible places during demolition or renovation, it must be assessed before being disturbed. AMRC was hired to identify, not quantify, the asbestos-containing materials.**

4.0 FINDINGS, CONCLUSIONS AND RECOMMENDATIONS

No asbestos was detected in the samples taken from 3011 Franklin Court. Therefore, no special considerations are required for those homogeneous materials that were sampled. If, during the demolition, additional suspect material other than what is identified in this report is discovered, it must be tested before being disturbed.

4.1 General

The USEPA NESHAP Standard 40 CFR 61.145(b) requires that “each owner or operator of a demolition or renovation activity... shall provide... written notice of intention to demolish or renovate.” This notification must be submitted to the Florida Department of Environmental Protection (FDEP) ten working days prior to commencement of the demolition or renovation activity. AMRC strongly encourages direct contact and coordination with the local FDEP office prior to demolition of the structure.

5.0 DISCLAIMERS AND LIMITATIONS

This survey report does not intend to acknowledge, imply, or warrant the inspection for all Asbestos-Containing Materials in areas not normally considered readily accessible through standard survey protocol. These areas include but are not limited to:

- inaccessible spaces below floor levels;
- inaccessible attic spaces;
- materials below ground surface or concrete slab;
- materials in areas considered inaccessible or unsafe;
- materials covered by other types of building materials;
- materials covered by carpeting and other flooring materials;
- materials covered by equipment or heavy objects.

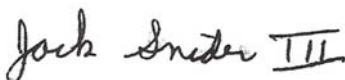
Analysis for asbestos content in the samples collected was performed in accordance with EPA protocol utilizing polarized light microscopy with dispersion staining. Due to the embedded content of the asbestos fibers within resilient flooring, this method may provide false negative results. In this situation, analysis by Transmission Electron Microscopy may be appropriate and is conducted at the request of the client.

In conclusion, it must be understood that American Management Resources Corporation does not intend this report to be representative of all potential Asbestos-Containing Material (ACM) in this facility and is strictly limited to the materials tested and the limitations of the laboratory testing technology methods. AMRC was retained to identify asbestos-containing materials, not to quantify or delineate the materials, and cannot be responsible for any interpretation beyond this scope of work.

AMRC appreciates the opportunity to be of service to Moore & Spence Architects. If additional clarification is needed please contact AMRC at your convenience.

Respectfully submitted,

AMERICAN MANAGEMENT RESOURCES CORPORATION

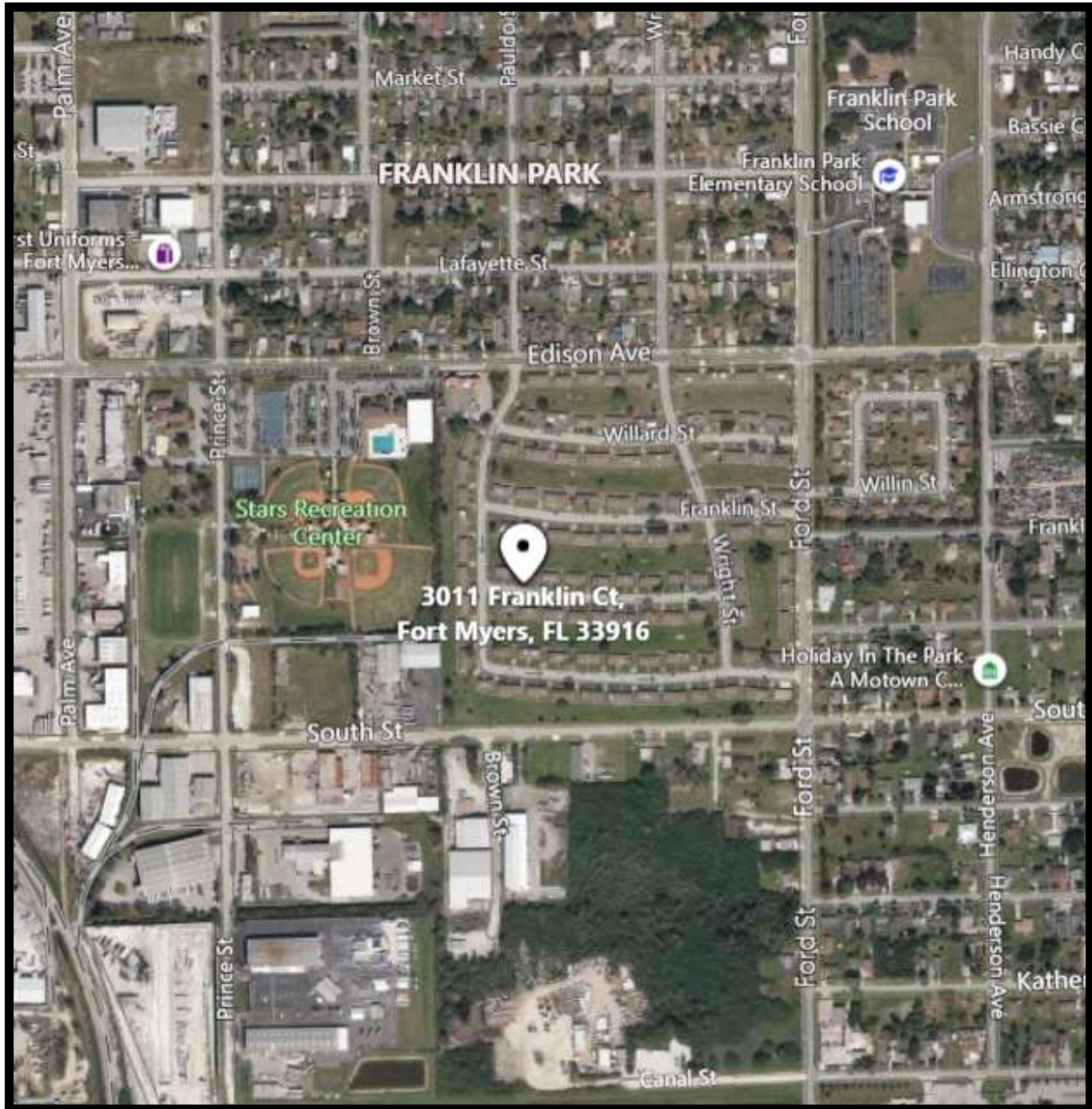


Jack M. Snider, III, CSP, LAC
Senior Consultant
Licensed Asbestos Consultant #AX57



Cassie Rahe
Director of Operations

Site Location Map



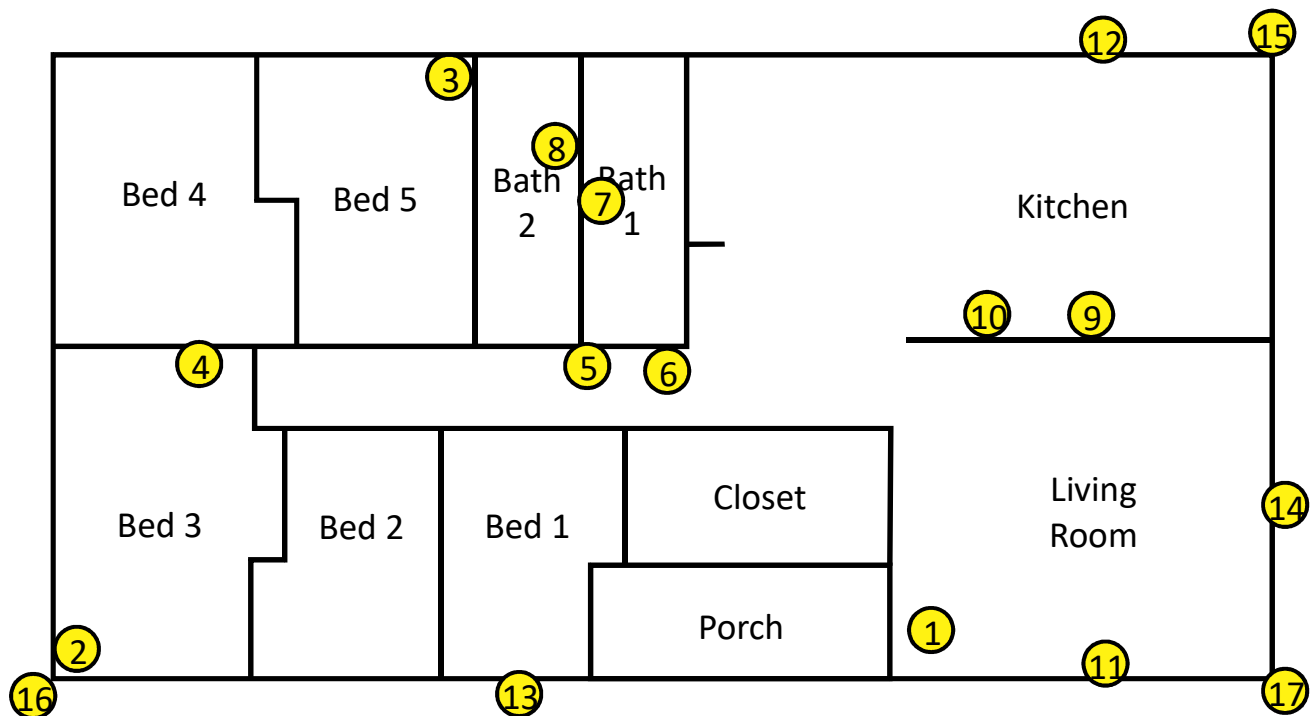
Drawing not to scale

**3011 Franklin Ct.
Fort Myers, FL 33916**

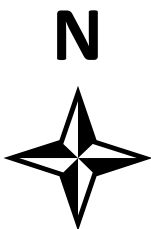
American Management Resources Corporation
5230 Clayton Court, Fort Myers, Florida 33907



Sample Location Map



 = Sample Location



Drawing not to scale

**3011 Franklin Ct.
Fort Myers, FL 33916**

American Management Resources Corporation
5230 Clayton Court, Fort Myers, Florida 33907





3011 Franklin Ct., Fort Myers, FL 33916



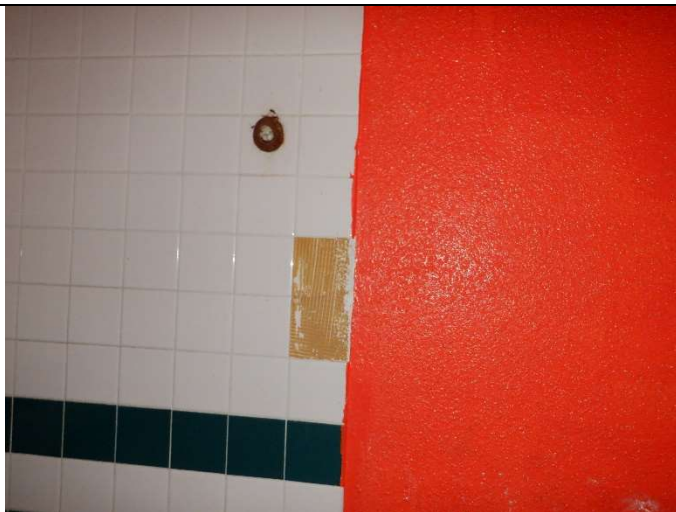
HM-A: 12" x 12" Vinyl Floor Tile, Gray



HM-B: Plaster Wall, Gray



HM-C: Drywall, White



HM-D: Shower Tile/Mastic, White



HM-E: Sink Insulation, White

Title: Site Photographs 20-091747-AS
Site: 3011 Franklin Ct., Fort Myers, FL 33916
Date: September 21, 2020



HM-F: Backsplash Tile/Caulking, White



HM-G: Asphalt Shingle/Felt Paper/Tar, Black



HM-H: Window Caulking, Gray



HM-I: Stucco, Gray



The Identification Specialists

Analysis Report
prepared for
American Management Resources Corporation

Report Date: 9/22/2020

Project Name: Moore and Spence 3011 Franklin Ct

Project #: 20-091747-AS

SanAir ID#: 20052673



NVLAP LAB CODE 600227-0

11709 Chesterdale Road | Cincinnati, Ohio 45246
888.895.1177 | 513.438.6006 | IAQ@SanAir.com | SanAir.com



SanAir ID Number

20052673

FINAL REPORT

9/22/2020 5:21:40 PM

Name: American Management Resources Corporation
Address: 5230 Clayton Court
Fort Myers, FL 33907
Phone: 239-936-8266

Project Number: 20-091747-AS

P.O. Number:

Project Name: Moore and Spence 3011 Franklin Ct

Collected Date: 9/21/2020

Received Date: 9/22/2020 11:50:00 AM

Dear Cassie Rahe,

We at SanAir would like to thank you for the work you recently submitted. The 17 sample(s) were received on Tuesday, September 22, 2020 via FedEx. The final report(s) is enclosed for the following sample(s): 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15, 16, 17.

These results only pertain to this job and should not be used in the interpretation of any other job. This report is only complete in its entirety. Refer to the listing below of the pages included in a complete final report.

Sincerely,

A handwritten signature in black ink, appearing to read "Matt Daigneault", with a stylized flourish at the end.

Matthew Daigneault
Asbestos Laboratory Manager
SanAir Technologies Laboratory

Final Report Includes:

- Cover Letter
- Analysis Pages
- Disclaimers and Additional Information

Sample conditions:

- 15 samples in Good condition.
- 2 samples in Layer Missing condition. (#5, #6)



SanAir ID Number

20052673

FINAL REPORT

9/22/2020 5:21:40 PM

Name: American Management Resources Corporation
Address: 5230 Clayton Court
Fort Myers, FL 33907
Phone: 239-936-8266

Project Number: 20-091747-AS**P.O. Number:****Project Name:** Moore and Spence 3011 Franklin Ct**Collected Date:** 9/21/2020**Received Date:** 9/22/2020 11:50:00 AM

Analyst: Poeppelman, Dustin

Asbestos Bulk PLM EPA 600/R-93/116

SanAir ID / Description	Stereoscopic	Components		Asbestos Fibers
	Appearance	% Fibrous	% Non-fibrous	
1 / 20052673-001 12" Vinyl Tile, Floor Tile	Gray Non-Fibrous Homogeneous		30% Cal. Carbonate 70% Other	None Detected
1 / 20052673-001 12" Vinyl Tile, Mastic				Insufficient Material
2 / 20052673-002 12" Vinyl Tile, Floor Tile	Gray Non-Fibrous Homogeneous		30% Cal. Carbonate 70% Other	None Detected
2 / 20052673-002 12" Vinyl Tile, Mastic				Insufficient Material
3 / 20052673-003 Plaster Wall, Plaster	Gray Non-Fibrous Homogeneous	< 1% Glass	50% Quartz 50% Other	None Detected
3 / 20052673-003 Plaster Wall, Skim Coat	White Non-Fibrous Homogeneous		25% Quartz 75% Other	None Detected
4 / 20052673-004 Plaster Wall, Plaster	Gray Non-Fibrous Homogeneous	< 1% Glass	50% Quartz 50% Other	None Detected
4 / 20052673-004 Plaster Wall, Skim Coat	White Non-Fibrous Homogeneous		25% Quartz 75% Other	None Detected
5 / 20052673-005 DW / JC, Drywall	Gray Non-Fibrous Heterogeneous	5% Cellulose	90% Gypsum 5% Other	None Detected
5 / 20052673-005 DW / JC, Joint Compound				Not Submitted

Analyst:

Approved Signatory:

Analysis Date: 9/22/2020

Date: 9/22/2020



SanAir ID Number
20052673
FINAL REPORT
9/22/2020 5:21:40 PM

Name: American Management Resources Corporation
Address: 5230 Clayton Court
Fort Myers, FL 33907
Phone: 239-936-8266

Project Number: 20-091747-AS
P.O. Number:
Project Name: Moore and Spence 3011 Franklin Ct
Collected Date: 9/21/2020
Received Date: 9/22/2020 11:50:00 AM

Analyst: Poeppelman, Dustin

Asbestos Bulk PLM EPA 600/R-93/116

SanAir ID / Description	Stereoscopic	Components		Asbestos Fibers
	Appearance	% Fibrous	% Non-fibrous	
6 / 20052673-006 DW / JC, Drywall	Gray Non-Fibrous Heterogeneous	5% Cellulose	90% Gypsum 5% Other	None Detected
6 / 20052673-006 DW / JC, Joint Compound				Not Submitted
7 / 20052673-007 Shower Tile / Glue, Ceramic Tile	White Non-Fibrous Heterogeneous		100% Other	None Detected
7 / 20052673-007 Shower Tile / Glue, Glue	Tan Non-Fibrous Homogeneous		100% Other	None Detected
8 / 20052673-008 Shower Tile / Glue, Ceramic Tile	White Non-Fibrous Heterogeneous		100% Other	None Detected
8 / 20052673-008 Shower Tile / Glue, Glue	Tan Non-Fibrous Homogeneous		100% Other	None Detected
9 / 20052673-009 Sink Insulation	White Non-Fibrous Homogeneous	10% Cellulose	10% Mica 80% Other	None Detected
10 / 20052673-010 Kitchen Wall Tile / Glue, Ceramic Tile	White Non-Fibrous Heterogeneous		100% Other	None Detected
10 / 20052673-010 Kitchen Wall Tile / Glue, Glue	Beige Non-Fibrous Homogeneous		100% Other	None Detected
11 / 20052673-011 Asphalt Shingles / Felt Paper, Shingles	Black Non-Fibrous Heterogeneous	15% Glass	85% Other	None Detected

Analyst:

Approved Signatory:

Analysis Date: 9/22/2020

Date: 9/22/2020



SanAir ID Number
20052673
FINAL REPORT
9/22/2020 5:21:40 PM

Name: American Management Resources Corporation
Address: 5230 Clayton Court
Fort Myers, FL 33907
Phone: 239-936-8266

Project Number: 20-091747-AS
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Project Name: Moore and Spence 3011 Franklin Ct
Collected Date: 9/21/2020
Received Date: 9/22/2020 11:50:00 AM

Analyst: Poeppelman, Dustin

Asbestos Bulk PLM EPA 600/R-93/116

SanAir ID / Description	Stereoscopic	Components		Asbestos Fibers
	Appearance	% Fibrous	% Non-fibrous	
11 / 20052673-011 Asphalt Shingles / Felt Paper, Felt Paper	Black Non-Fibrous Homogeneous	10% Glass	90% Quartz	None Detected
12 / 20052673-012 Asphalt Shingles / Felt Paper, Shingles	Black Non-Fibrous Heterogeneous	15% Glass	85% Other	None Detected
12 / 20052673-012 Asphalt Shingles / Felt Paper, Felt Paper	Black Non-Fibrous Homogeneous	10% Glass	90% Quartz	None Detected
13 / 20052673-013 Window Caulking	Gray Non-Fibrous Heterogeneous		5% Quartz 95% Other	None Detected
14 / 20052673-014 Window Caulking	Gray Non-Fibrous Heterogeneous		5% Quartz 95% Other	None Detected
15 / 20052673-015 Stucco	Gray Non-Fibrous Heterogeneous		50% Quartz 50% Other	None Detected
16 / 20052673-016 Stucco	Gray Non-Fibrous Heterogeneous		50% Quartz 50% Other	None Detected
17 / 20052673-017 Stucco	Gray Non-Fibrous Heterogeneous		50% Quartz 50% Other	None Detected

Analyst:

Approved Signatory:

Analysis Date: 9/22/2020

Date: 9/22/2020

Disclaimer

The final report cannot be reproduced, except in full, without written authorization from SanAir. Fibers smaller than 5 microns cannot be seen with this method due to scope limitations. The accuracy of the results is dependent upon the client's sampling procedure and information provided to the laboratory by the client. SanAir assumes no responsibility for the sampling procedure and will provide evaluation reports based solely on the sample and information provided by the client. This report may not be used by the client to claim product endorsement by NVLAP or any other agency of the U.S. government. Samples are held for a period of 60 days.

For NY state samples, method EPA 600/M4-82-020 is performed.

Polarized- light microscopy is not consistently reliable in detecting asbestos in floor covering and similar non-friable organically bound materials. Quantitative transmission electron microscopy is currently the only method that can be used to determine if this material can be considered or treated as non-asbestos containing.

Asbestos Certifications NVLAP lab code 600227-0
Rhode Island Certification Number: PLM00144



11709 Chesterdale Road
Cincinnati, OH 45249
804.897.1177 / 888.895.1177
Fax 804.897.0070
sanair.com

Asbestos
Chain of Custody
Form 140, Rev 0, 7/9/18

SanAir ID Number

20052673

Company:	AMRC	Project #:	20-091747-AS	Collected by:	TA
Address:	5230 Clayton Ct.	Project Name:	Moore & Spence 3011 Franklin Ct.	Phone #:	239-936-8266
City, St., Zip:	Fort Myers, FL 33907	Date Collected:	9/21/2020	Fax #:	239-936-0737
State of Collection: FL	Account #: 2138	P.O. Number:		Email:	cassie@amrcfl.com

Bulk			Air			Soil		
ABB	PLM EPA 600/R-93/116	<input checked="" type="checkbox"/>	ABA	PCM NIOSH 7400	<input type="checkbox"/>	ABSE	PLM EPA 600/R-93/116 (Qual.)	<input type="checkbox"/>
	Positive Stop <input checked="" type="checkbox"/>		ABA-2	OSHA w/ TWA*	<input type="checkbox"/>	Vermiculite & Soil		
ABEPA	PLM EPA 400 Point Count	<input type="checkbox"/>	ABTEM	TEM AHERA	<input type="checkbox"/>	ABSP	PLM CARB 435 (LOD <1%)	<input type="checkbox"/>
ABB1K	PLM EPA 1000 Point Count	<input type="checkbox"/>	ABATN	TEM NIOSH 7402	<input type="checkbox"/>	ABSP1	PLM CARB 435 (LOD 0.25%)	<input type="checkbox"/>
ABBEN	PLM EPA NOB**	<input type="checkbox"/>	ABT2	TEM Level II	<input type="checkbox"/>	ABSP2	PLM CARB 435 (LOD 0.1%)	<input type="checkbox"/>
ABBCH	TEM Chatfield**	<input type="checkbox"/>	Other:		<input type="checkbox"/>	Dust		
ABBTM	TEM EPA NOB**	<input type="checkbox"/>	New York ELAP			ABWA	TEM Wipe ASTM D-6480	<input type="checkbox"/>
ABQ	PLM Qualitative	<input type="checkbox"/>	PLM NY	PLM EPA 600/M4-82-020	<input type="checkbox"/>	ABDMV	TEM Microvac ASTM D-5755	<input type="checkbox"/>
** Available on 24-hr. to 5-day TAT			ABEPA2	NY ELAP 198.1	<input type="checkbox"/>	Matrix Other		
Water			ABENY	NY ELAP 198.6 PLM NOB	<input type="checkbox"/>			
ABHE	EPA 100.2	<input type="checkbox"/>	ABBNY	NY ELAP 198.4 TEM NOB	<input type="checkbox"/>			

Turn Around Times	3 HR (4 HR TEM) <input type="checkbox"/>	6 HR (8HR TEM) <input type="checkbox"/>	12 HR <input checked="" type="checkbox"/>	24 HR <input type="checkbox"/>
	<input type="checkbox"/> 2 Days	<input type="checkbox"/> 3 Days	<input type="checkbox"/> 4 Days	<input type="checkbox"/> 5 Days

Special Instructions	
----------------------	--

Sample #	Sample Identification/Location	Volume or Area	Sample Date	Flow Rate*	Start-Stop Time*
1	12" Vinyl Tile Gray				
2	12" Vinyl Tile Gray				
3	Plaster Wall Gray				
4	Plaster Wall Gray				
5	DW/JC Gray				
6	DW/JC Gray				
7	Shower Tile/Glue White				
8	Shower Tile/Glue White				
9	Sink Insulation White				
10	Kitchen Wall Tile/Glue White				
11	Asphalt Shingles/Felt Paper Black				
12	Asphalt Shingles/Felt Paper Black				

Relinquished by	Date	Time	Received by	Date	Time
Thomas Armon	9/21/2020	5:00PM	MYH	9/22/20	1150

If no technician is provided, then the primary contact for your account will be selected. Unless scheduled, the turnaround time for all samples received after 3 pm EST Friday will begin at 8 am Monday morning. Weekend or holiday work must be scheduled ahead of time and is charged for rush turnaround time. SanAir covers Standard Overnight FedEx shipping. Shipments billed to SanAir with a faster shipping rate will result in additional charges.

Page 1 of 2

Form 140, Revision 1, 1/20/2017



RICK SCOTT, GOVERNOR

JONATHAN ZACHEM, SECRETARY



STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION

ASBESTOS LICENSING UNIT

THE ASBESTOS CONSULTANT HEREIN IS LICENSED UNDER THE
PROVISIONS OF CHAPTER 469, FLORIDA STATUTES

SNIDER, JACK M III

AMERICAN MANAGEMENT RESOURCES CORPORATION

5230 CLAYTON CT

FORT MYERS FL 33907

LICENSE NUMBER: AX57

EXPIRATION DATE: NOVEMBER 30, 2020

Always verify licenses online at MyFloridaLicense.com



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**STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION**



ASBESTOS LICENSING UNIT
2601 BLAIR STONE ROAD
TALLAHASSEE FL 32399-0783

(850) 487-1395

Congratulations! With this license you become one of the nearly one million Floridians licensed by the Department of Business and Professional Regulation. Our professionals and businesses range from architects to yacht brokers, from boxers to barbeque restaurants, and they keep Florida's economy strong.

Every day we work to improve the way we do business in order to serve you better. For information about our services, please log onto www.myfloridalicense.com. There you can find more information about our divisions and the regulations that impact you, subscribe to department newsletters and learn more about the Department's initiatives.

Our mission at the Department is: License Efficiently, Regulate Fairly. We constantly strive to serve you better so that you can serve your customers. Thank you for doing business in Florida, and congratulations on your new license!

	STATE OF FLORIDA DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION
AX57	ISSUED: 12/13/2018
ASBESTOS CONSULTANT	
SNIDER, JACK M III	
AMERICAN MANAGEMENT RESOURCES CORP	
 Signature	
LICENSED UNDER CHAPTER 469, FLORIDA STATUTES	
EXPIRATION DATE: NOVEMBER 30, 2020	



Certifies that

Thomas Armour

Has successfully completed and satisfactorily passed an examination for the

Asbestos Inspector Refresher Course

Conducted 5/28/2020

Certificate #: 5867

Provider #: 0001626

Expiration Date: 5/27/2021

Jack Snider III

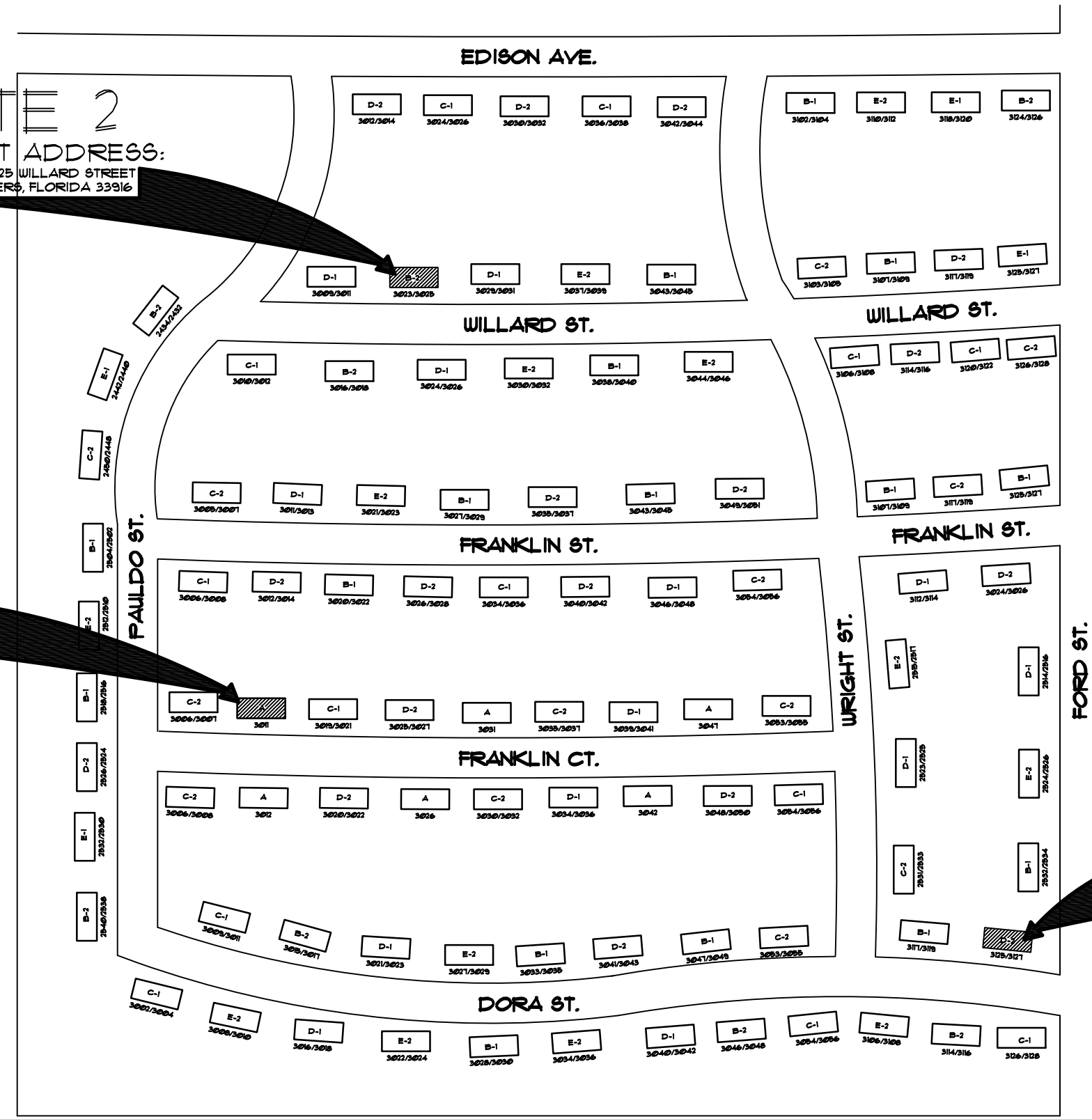
Jack Snider, III, Course Instructor

AMERICAN MANAGEMENT RESOURCES CORPORATION

5230 Clayton Court • Fort Myers • Florida • 33907 • Phone (239) 936-8266

SITE 2
PROJECT ADDRESS:
3023 / 3025 WILLARD STREET
FORT MYERS, FLORIDA 33916

SITE 3
PROJECT ADDRESS:
3011 FRANKLIN COURT
FORT MYERS, FLORIDA 33916



DEMO PROJECT ADDRESSES
SITE 1: 3125 / 3128 DORA STREET
SITE 2: 3023 / 3025 WILLARD STREET
SITE 3: 3011 FRANKLIN COURT

NOTE:
SEE DEMO SPECIFICATION FOR
COMPLETE SCOPE OF WORK

SITE 1
PROJECT ADDRESS:
3125 / 3128 DORA STREET
FORT MYERS, FLORIDA 33916

ARCHITECTURAL SITE PLAN

NTS



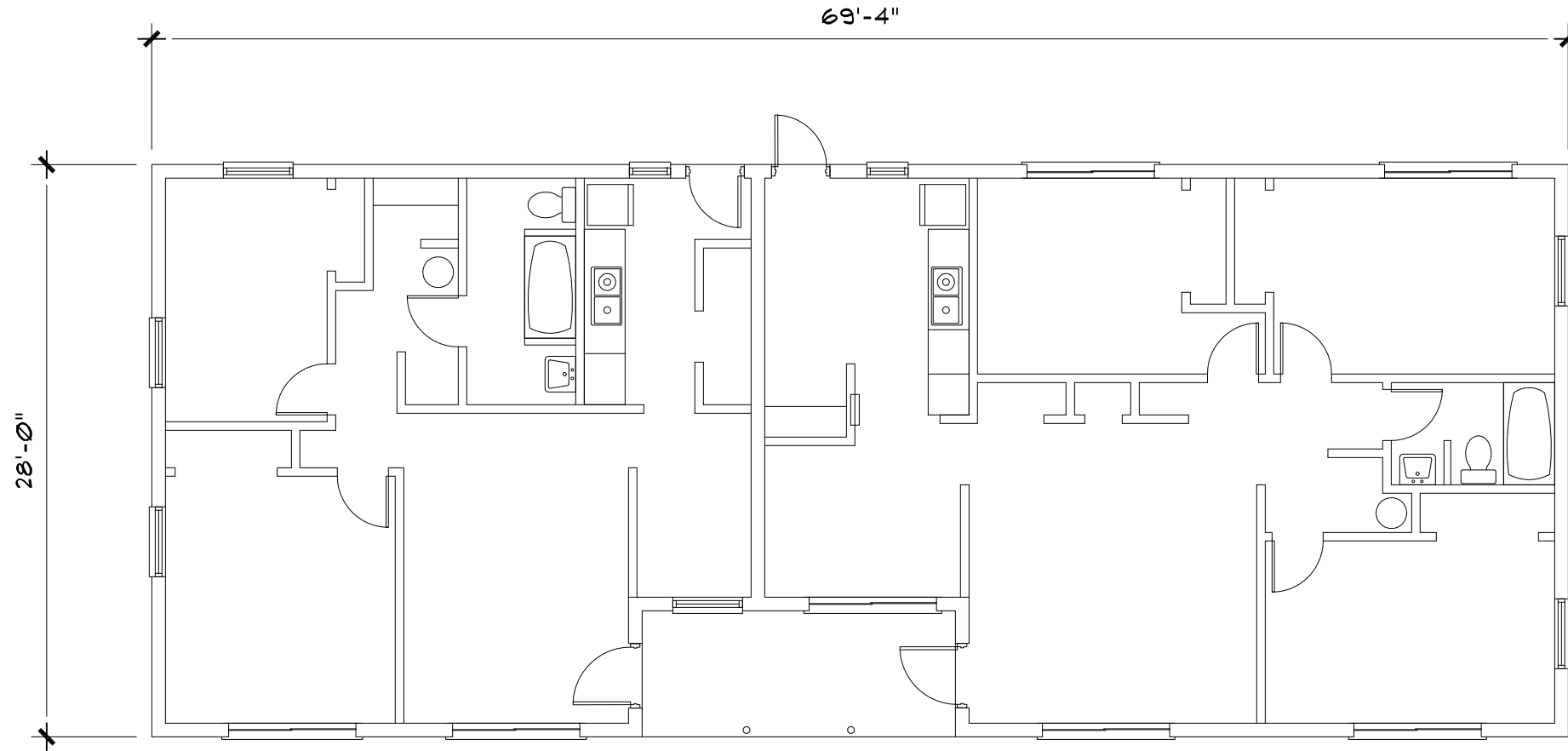
MISCELLANEOUS BUILDING
DEMOLITION AT SOUTHWARD VILLAGE:
THE HOUSING AUTHORITY OF THE
CITY OF FORT MYERS
FORT MYERS, FLORIDA

MSA MOORE & SPENCE ARCHITECTS, P.A.
12613 NEW BRITANNY BLVD.
FORT MYERS, FLORIDA 33907
(239) 278-3520 FAX (239) 278-3519
AA #0003069

PROJECT No:
20022
SHEET No:
AS1

09-17-2020

NOTE:
CONTRACTOR TO VERIFY ALL EXACT AND
MATERIAL QUANTITIES FOR DEMOLITION.



3125 / 3127 DORA STREET
EXISTING BUILDING PLAN

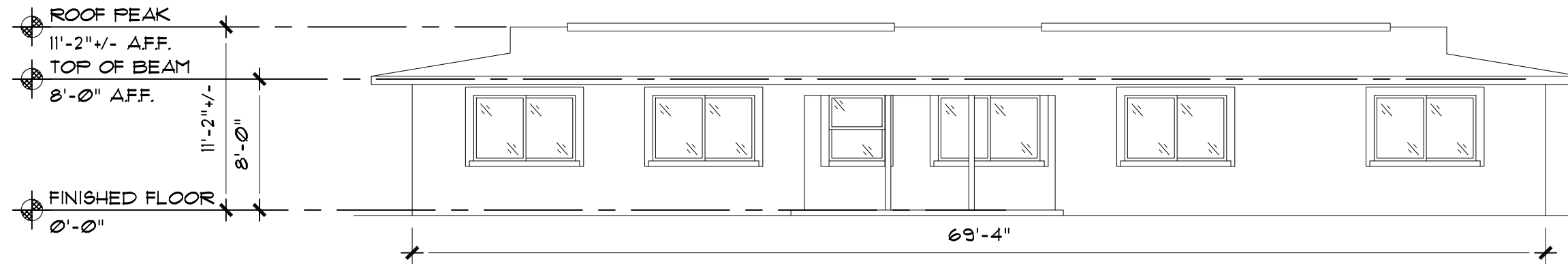
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PROJECT No:
20022
SHEET No:
A1

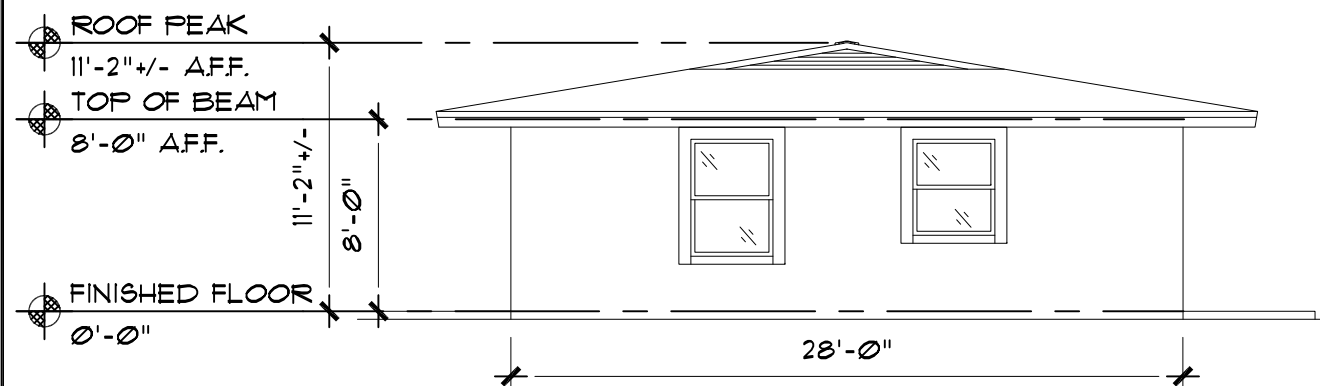
09-17-2020

MISCELLANEOUS BUILDING
DEMOLITION AT SOUTHWARD VILLAGE:
THE HOUSING AUTHORITY OF THE
CITY OF FORT MYERS
FORT MYERS, FLORIDA

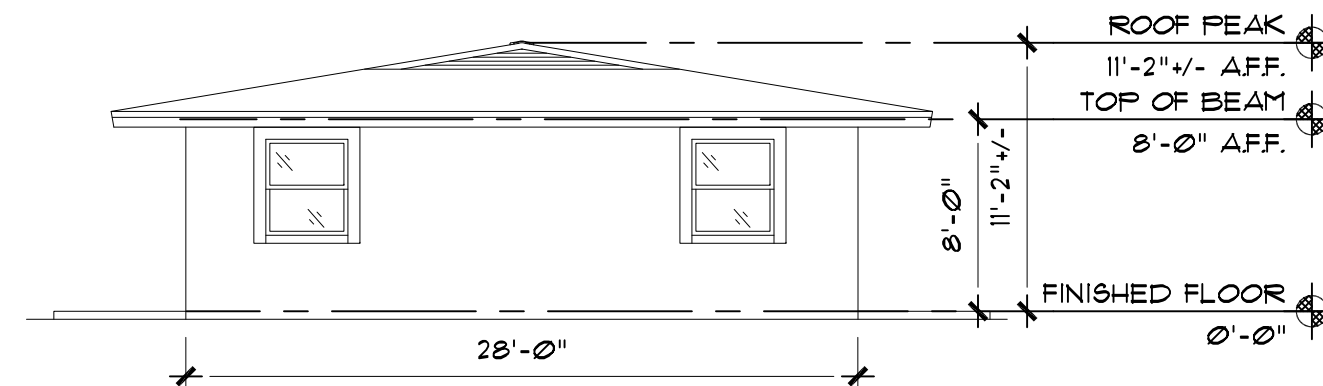
MSA MOORE & SPENCE ARCHITECTS, P.A.
12613 NEW BRITTANY BLVD.
FORT MYERS, FLORIDA 33907
(239) 278-3520 FAX (239) 278-3519
AA #0003069



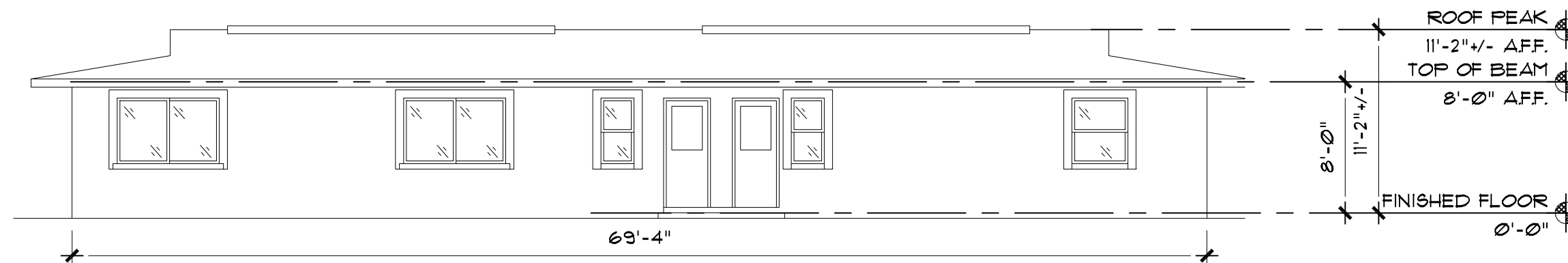
FRONT ELEVATION



LEFT SIDE ELEVATION



RIGHT SIDE ELEVATION



REAR ELEVATION

NOTE:
CONTRACTOR TO VERIFY ALL EXACT AND
MATERIAL QUANTITIES FOR DEMOLITION.
ALL DIMENSIONS ARE APPROXIMATE

3125 / 3127 DORA STREET
EXISTING BUILDING ELEVATIONS

SCALE: 1/8" = 1'-0"

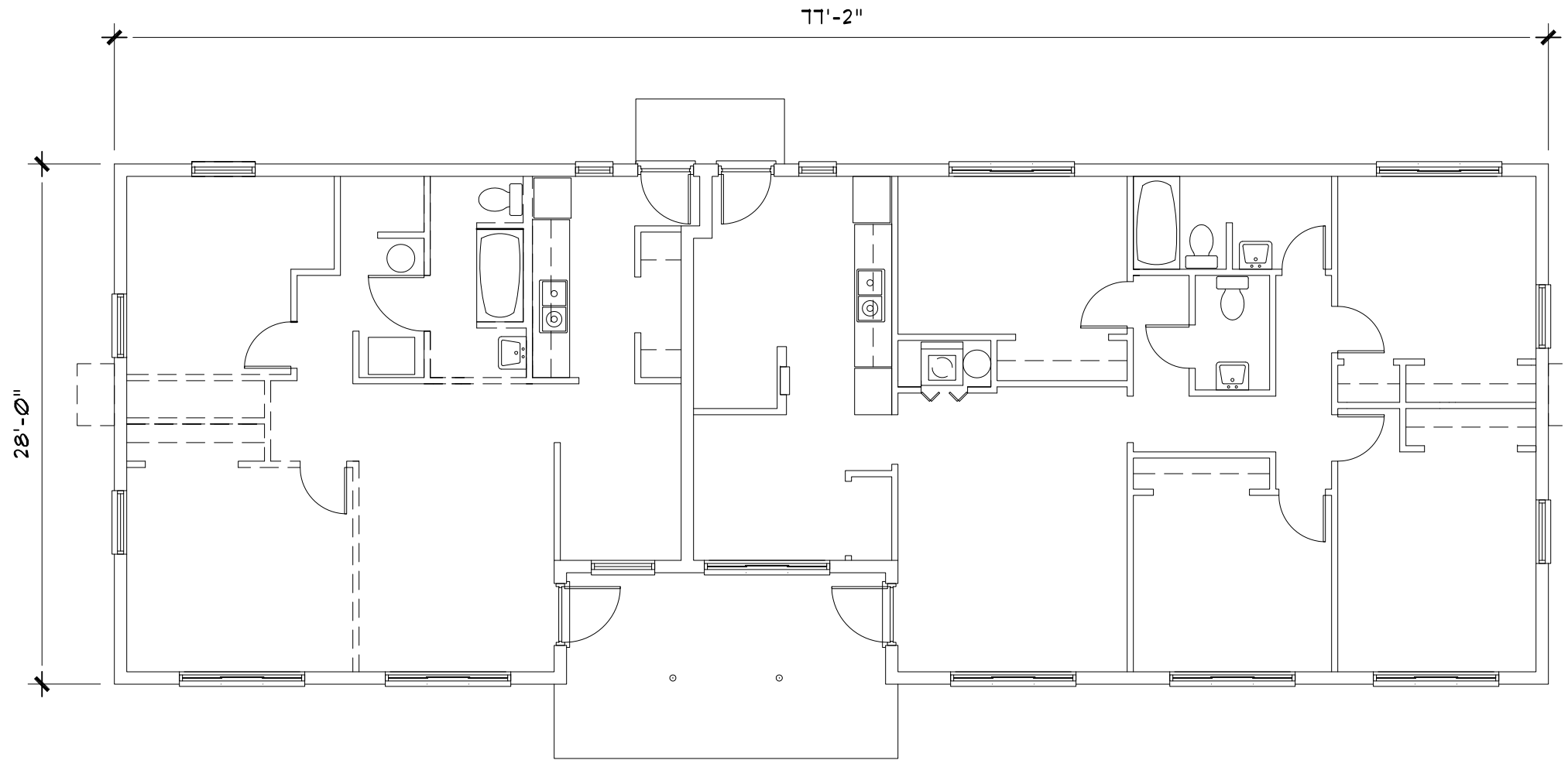
MSA MOORE & SPENCE ARCHITECTS, P.A.
12613 NEW BRITTANY BLVD.
FORT MYERS, FLORIDA 33907
(239) 278-3520 FAX (239) 278-3519
AA #0003069

MISCELLANEOUS BUILDING
DEMOLITION AT SOUTHWARD VILLAGE:
THE HOUSING AUTHORITY OF THE
CITY OF FORT MYERS
FORT MYERS, FLORIDA

09-17-2020

PROJECT No:
20022
SHEET No:
A2

NOTE:
CONTRACTOR TO VERIFY ALL EXACT AND
MATERIAL QUANTITIES FOR DEMOLITION.



3023 / 3025 WILLARD STREET
EXISTING BUILDING PLAN

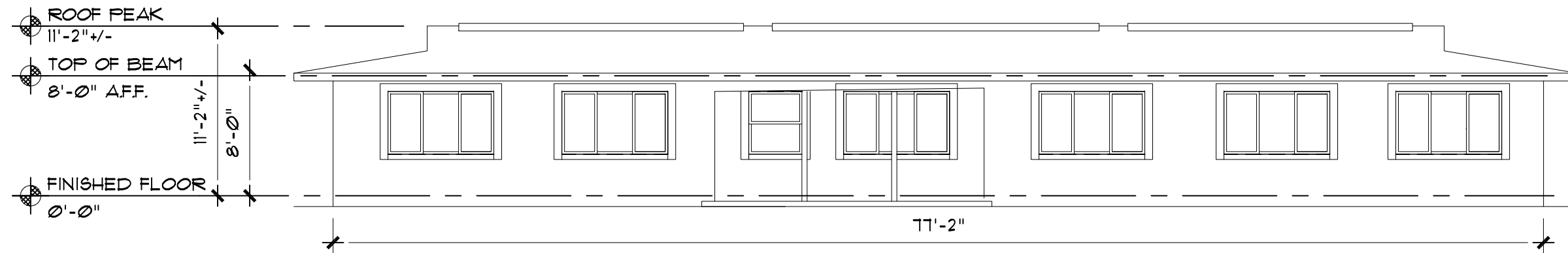
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PROJECT No:
20022
SHEET No:
A3

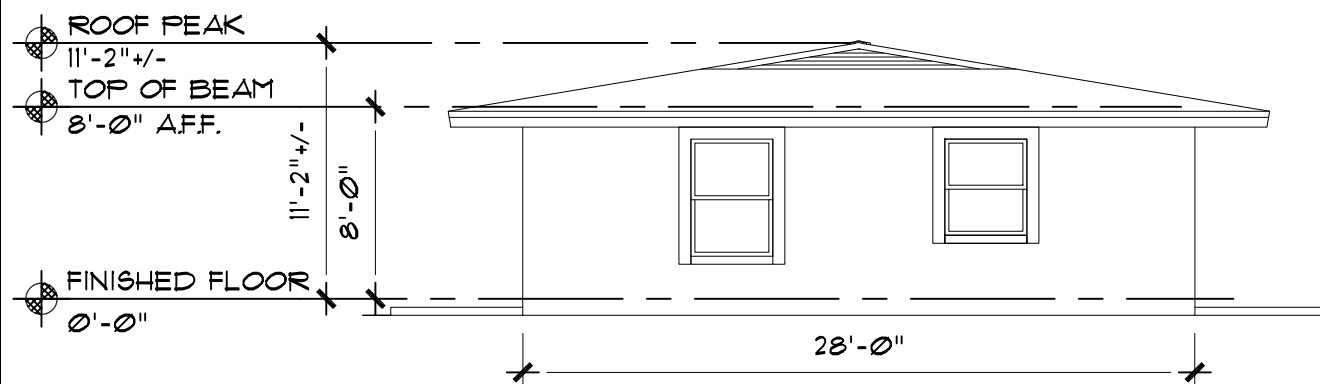
09-17-2020

MISCELLANEOUS BUILDING
DEMOLITION AT SOUTHWARD VILLAGE:
THE HOUSING AUTHORITY OF THE
CITY OF FORT MYERS
FORT MYERS, FLORIDA

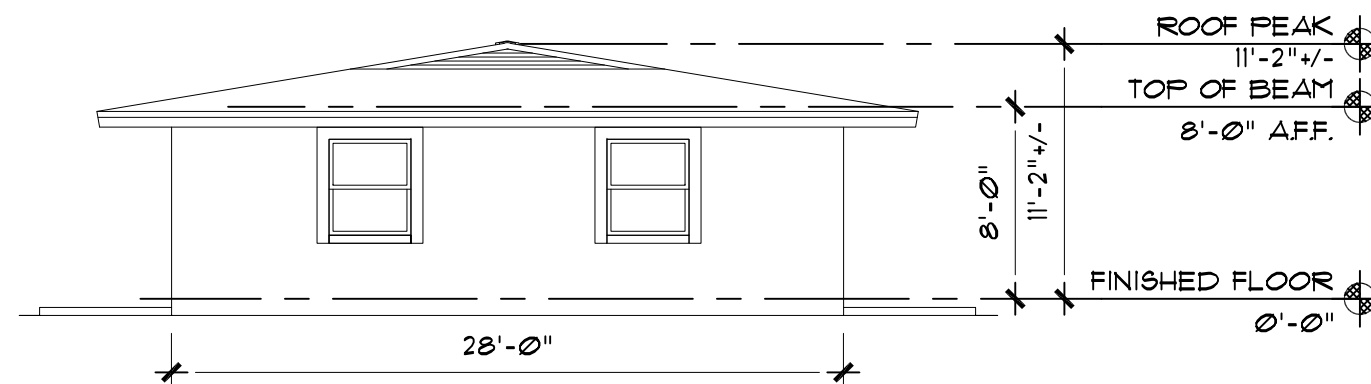
MSA MOORE & SPENCE ARCHITECTS, P.A.
12613 NEW BRITTANY BLVD.
FORT MYERS, FLORIDA 33907
(239) 278-3520 FAX (239) 278-3519
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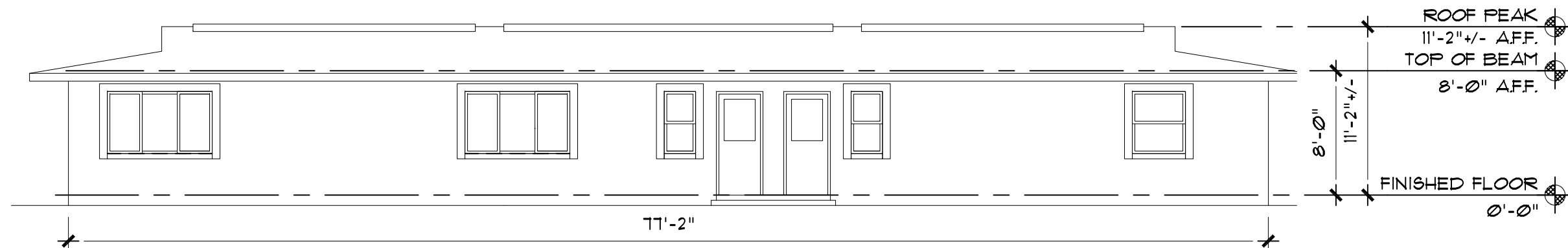
FRONT ELEVATION



LEFT SIDE ELEVATION



RIGHT SIDE ELEVATION



REAR ELEVATION

NOTE:
CONTRACTOR TO VERIFY ALL EXACT AND
MATERIAL QUANTITIES FOR DEMOLITION.
ALL DIMENSIONS ARE APPROXIMATE

3023 / 3025 WILLARD STREET
EXISTING BUILDING ELEVATIONS

SCALE: 1/8" = 1'-0"

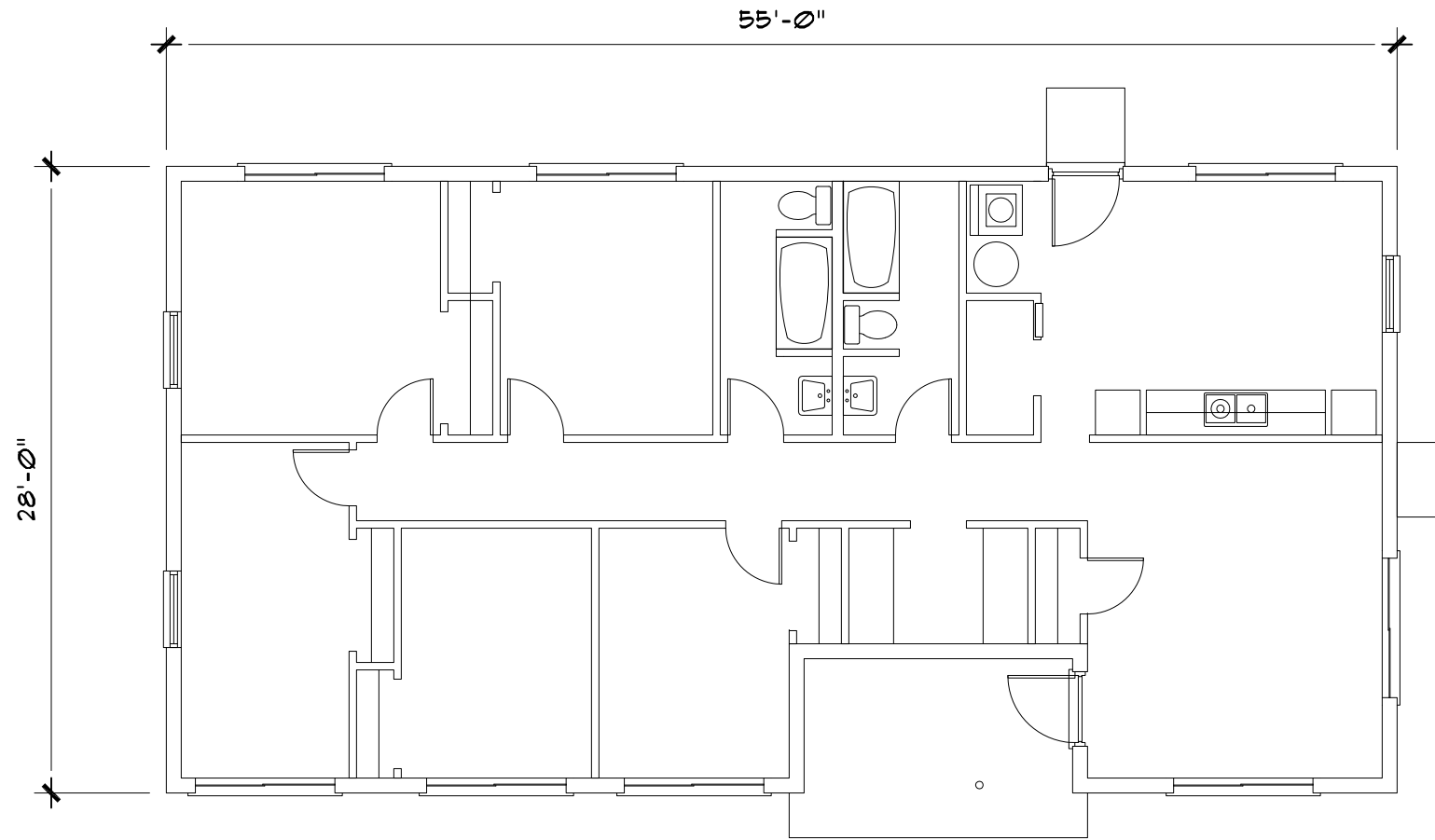
MSA MOORE & SPENCE ARCHITECTS, P.A.
12613 NEW BRITTANY BLVD.
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(239) 278-3520 FAX (239) 278-3519
AA #0003069

MISCELLANEOUS BUILDING
DEMOLITION AT SOUTHWARD VILLAGE:
THE HOUSING AUTHORITY OF THE
CITY OF FORT MYERS
FORT MYERS, FLORIDA

09-17-2020

PROJECT No:
20022
SHEET No:
A4

NOTE:
CONTRACTOR TO VERIFY ALL EXACT AND
MATERIAL QUANTITIES FOR DEMOLITION.



3011 FRANKLIN COURT
EXISTING BUILDING PLAN

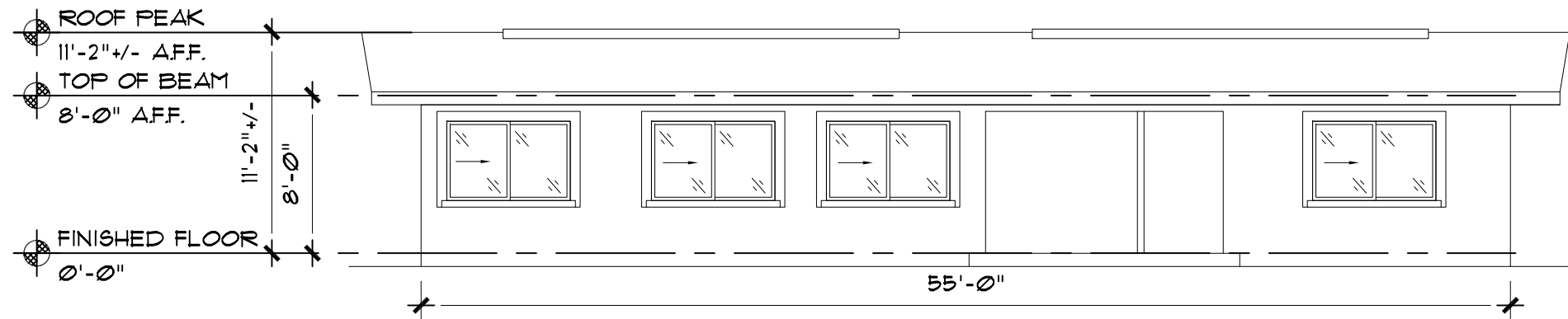
SCALE: 1/8" = 1'-0"

PROJECT No:
20022
SHEET No:
A5

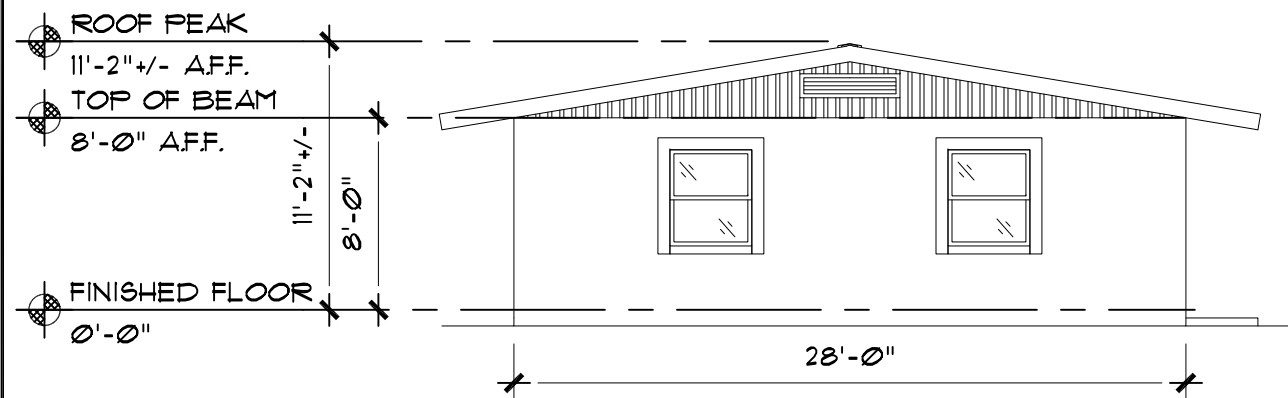
09-17-2020

MISCELLANEOUS BUILDING
DEMOLITION AT SOUTHWARD VILLAGE:
THE HOUSING AUTHORITY OF THE
CITY OF FORT MYERS
FORT MYERS, FLORIDA

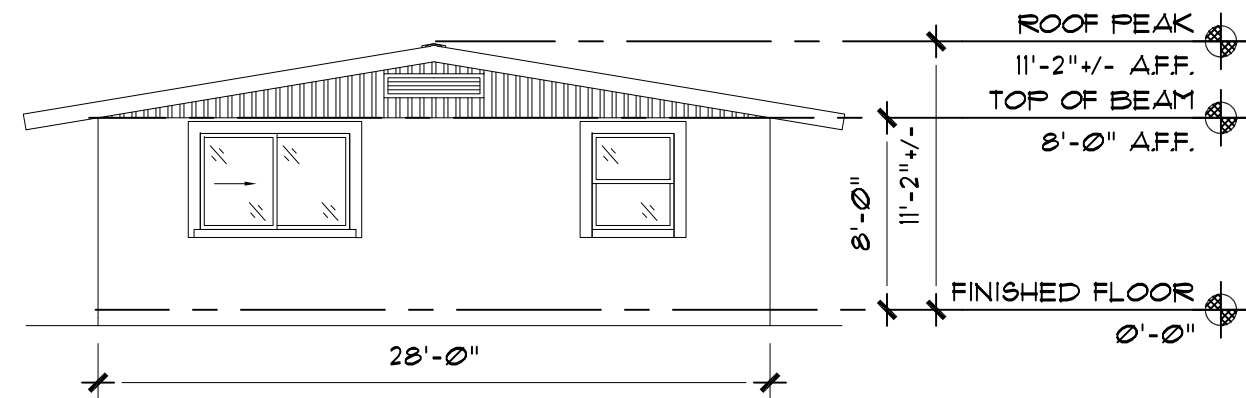
MSA MOORE & SPENCE ARCHITECTS, P.A.
12613 NEW BRITTANY BLVD.
FORT MYERS, FLORIDA 33907
(239) 278-3520 FAX (239) 278-3519
AA #0003069



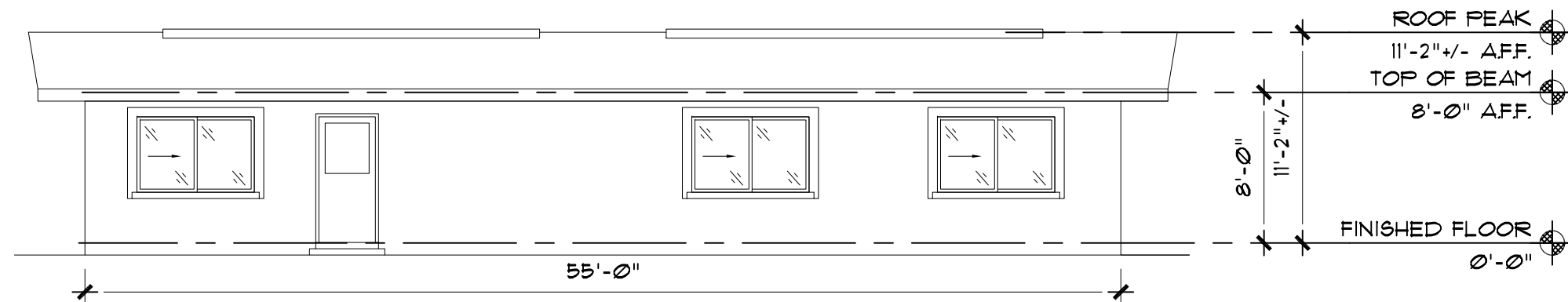
FRONT ELEVATION



LEFT SIDE ELEVATION



RIGHT SIDE ELEVATION



REAR ELEVATION

NOTE:
CONTRACTOR TO VERIFY ALL EXACT AND
MATERIAL QUANTITIES FOR DEMOLITION.
ALL DIMENSIONS ARE APPROXIMATE

**3011 FRANKLIN COURT
EXISTING BUILDING ELEVATIONS**

SCALE: 1/8" = 1'-0"

MSA MOORE & SPENCE ARCHITECTS, P.A.
12613 NEW BRITTANY BLVD.
FORT MYERS, FLORIDA 33907
(239) 278-3520 FAX (239) 278-3519
AA #0003069

MISCELLANEOUS BUILDING
DEMOLITION AT SOUTHWARD VILLAGE:
THE HOUSING AUTHORITY OF THE
CITY OF FORT MYERS
FORT MYERS, FLORIDA

09-17-2020

PROJECT No:
20022
SHEET No:
A6

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

**Instructions to Bidders for Contracts
Public and Indian Housing Programs**

Instructions to Bidders for Contracts

Public and Indian Housing Programs

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1. Bid Preparation and Submission

(a) Bidders are expected to examine the specifications, drawings, all instructions, and, if applicable, the construction site (see also the contract clause entitled **Site Investigation and Conditions Affecting the Work** of the *General Conditions of the Contract for Construction*). Failure to do so will be at the bidders' risk.

(b) All bids must be submitted on the forms provided by the Public Housing Agency/Indian Housing Authority (PHA/IHA). Bidders shall furnish all the information required by the solicitation. Bids must be signed and the bidder's name typed or printed on the bid sheet and each continuation sheet which requires the entry of information by the bidder. Erasures or other changes must be initialed by the person signing the bid. Bids signed by an agent shall be accompanied by evidence of that agent's authority. (Bidders should retain a copy of their bid for their records.)

(c) Bidders must submit as part of their bid a completed form HUD-5369-A, "Representations, Certifications, and Other Statements of Bidders."

(d) All bid documents shall be sealed in an envelope which shall be clearly marked with the words "Bid Documents," the Invitation for Bids (IFB) number, any project or other identifying number, the bidder's name, and the date and time for receipt of bids.

(e) If this solicitation requires bidding on all items, failure to do so will disqualify the bid. If bidding on all items is not required, bidders should insert the words "No Bid" in the space provided for any item on which no price is submitted.

(f) Unless expressly authorized elsewhere in this solicitation, alternate bids will not be considered.

(g) Unless expressly authorized elsewhere in this solicitation, bids submitted by telegraph or facsimile (fax) machines will not be considered.

(h) If the proposed contract is for a Mutual Help project (as described in 24 CFR Part 905, Subpart E) that involves Mutual Help contributions of work, material, or equipment, supplemental information regarding the bid advertisement is provided as an attachment to this solicitation.

2. Explanations and Interpretations to Prospective Bidders

(a) Any prospective bidder desiring an explanation or interpretation of the solicitation, specifications, drawings, etc., must request it at least 7 days before the scheduled time for bid opening. Requests may be oral or written. Oral requests must be confirmed in writing. The only oral clarifications that will be provided will be those clearly related to solicitation procedures, i.e., not substantive technical information. No other oral explanation or interpretation will be provided. Any information given a prospective bidder concerning this solicitation will be furnished promptly to all other prospective bidders as a written amendment to the solicitation, if that information is necessary in submitting bids, or if the lack of it would be prejudicial to other prospective bidders.

(b) Any information obtained by, or provided to, a bidder other than by formal amendment to the solicitation shall not constitute a change to the solicitation.

3. Amendments to Invitations for Bids

(a) If this solicitation is amended, then all terms and conditions which are not modified remain unchanged.

(b) Bidders shall acknowledge receipt of any amendment to this solicitation (1) by signing and returning the amendment, (2) by identifying the amendment number and date on the bid form, or (3) by letter, telegram, or facsimile, if those methods are authorized in the solicitation. The PHA/IHA must receive acknowledgement by the time and at the place specified for receipt of bids. Bids which fail to acknowledge the bidder's receipt of any amendment will result in the rejection of the bid if the amendment(s) contained information which substantively changed the PHA's/IHA's requirements.

(c) Amendments will be on file in the offices of the PHA/IHA and the Architect at least 7 days before bid opening.

4. Responsibility of Prospective Contractor

(a) The PHA/IHA will award contracts only to responsible prospective contractors who have the ability to perform successfully under the terms and conditions of the proposed contract. In determining the responsibility of a bidder, the PHA/IHA will consider such matters as the bidder's:

- (1) Integrity;
- (2) Compliance with public policy;
- (3) Record of past performance; and
- (4) Financial and technical resources (including construction and technical equipment).

(b) Before a bid is considered for award, the bidder may be requested by the PHA/IHA to submit a statement or other documentation regarding any of the items in paragraph (a) above. Failure by the bidder to provide such additional information shall render the bidder nonresponsible and ineligible for award.

5. Late Submissions, Modifications, and Withdrawal of Bids

(a) Any bid received at the place designated in the solicitation after the exact time specified for receipt will not be considered unless it is received before award is made and it:

(1) Was sent by registered or certified mail not later than the fifth calendar day before the date specified for receipt of offers (e.g., an offer submitted in response to a solicitation requiring receipt of offers by the 20th of the month must have been mailed by the 15th);

(2) Was sent by mail, or if authorized by the solicitation, was sent by telegram or via facsimile, and it is determined by the PHA/IHA that the late receipt was due solely to mishandling by the PHA/IHA after receipt at the PHA/IHA; or

(3) Was sent by U.S. Postal Service Express Mail Next Day Service - Post Office to Addressee, not later than 5:00 p.m. at the place of mailing two working days prior to the date specified for receipt of proposals. The term "working days" excludes weekends and observed holidays.

(b) Any modification or withdrawal of a bid is subject to the same conditions as in paragraph (a) of this provision.

(c) The only acceptable evidence to establish the date of mailing of a late bid, modification, or withdrawal sent either by registered or certified mail is the U.S. or Canadian Postal Service postmark both on the envelope or wrapper and on the original receipt from the U.S. or Canadian Postal Service. Both postmarks must show a legible date or the bid, modification, or withdrawal shall be processed as if mailed late. "Postmark" means a printed, stamped, or otherwise placed impression (exclusive of a postage meter machine impression) that is readily identifiable without further action as having been supplied and affixed by employees of the U.S. or Canadian Postal Service on the date of mailing. Therefore, bidders should request the postal clerk to place a hand cancellation bull's-eye postmark on both the receipt and the envelope or wrapper.

(d) The only acceptable evidence to establish the time of receipt at the PHA/IHA is the time/date stamp of PHA/IHA on the proposal wrapper or other documentary evidence of receipt maintained by the PHA/IHA.

(e) The only acceptable evidence to establish the date of mailing of a late bid, modification, or withdrawal sent by Express Mail Next Day Service-Post Office to Addressee is the date entered by the post office receiving clerk on the "Express Mail Next Day Service-Post Office to Addressee" label and the postmark on both the envelope or wrapper and on the original receipt from the U.S. Postal Service. "Postmark" has the same meaning as defined in paragraph (c) of this provision, excluding postmarks of the Canadian Postal Service. Therefore, bidders should request the postal clerk to place a legible hand cancellation bull's eye postmark on both the receipt and Failure by a bidder to acknowledge receipt of the envelope or wrapper.

(f) Notwithstanding paragraph (a) of this provision, a late modification of an otherwise successful bid that makes its terms more favorable to the PHA/IHA will be considered at any time it is received and may be accepted.

(g) Bids may be withdrawn by written notice, or if authorized by this solicitation, by telegram (including mailgram) or facsimile machine transmission received at any time before the exact time set for opening of bids; provided that written confirmation of telegraphic or facsimile withdrawals over the signature of the bidder is mailed and postmarked prior to the specified bid opening time. A bid may be withdrawn in person by a bidder or its authorized representative if, before the exact time set for opening of bids, the identity of the person requesting withdrawal is established and the person signs a receipt for the bid.

6. Bid Opening

All bids received by the date and time of receipt specified in the solicitation will be publicly opened and read. The time and place of opening will be as specified in the solicitation. Bidders and other interested persons may be present.

7. Service of Protest

(a) Definitions. As used in this provision:

"Interested party" means an actual or prospective bidder whose direct economic interest would be affected by the award of the contract.

"Protest" means a written objection by an interested party to this solicitation or to a proposed or actual award of a contract pursuant to this solicitation.

(b) Protests shall be served on the Contracting Officer by obtaining written and dated acknowledgement from —

[Contracting Officer designate the official or location where a protest may be served on the Contracting Officer]

(c) All protests shall be resolved in accordance with the PHA's/IHA's protest policy and procedures, copies of which are maintained at the PHA/IHA.

8. Contract Award

(a) The PHA/IHA will evaluate bids in response to this solicitation without discussions and will award a contract to the responsible bidder whose bid, conforming to the solicitation, will be most advantageous to the PHA/IHA considering only price and any price-related factors specified in the solicitation.

(b) If the apparent low bid received in response to this solicitation exceeds the PHA's/IHA's available funding for the proposed contract work, the PHA/IHA may either accept separately priced items (see 8(e) below) or use the following procedure to determine contract award. The PHA/IHA shall apply in turn to each bid (proceeding in order from the apparent low bid to the high bid) each of the separately priced bid deductible items, if any, in their priority order set forth in this solicitation. If upon the application of the first deductible item to all initial bids, a new low bid is within the PHA's/IHA's available funding, then award shall be made to that bidder. If no bid is within the available funding amount, then the PHA/IHA shall apply the second deductible item. The PHA/IHA shall continue this process until an evaluated low bid, if any, is within the PHA's/IHA's available funding. If upon the application of all deductibles, no bid is within the PHA's/IHA's available funding, or if the solicitation does not request separately priced deductibles, the PHA/IHA shall follow its written policy and procedures in making any award under this solicitation.

(c) In the case of tie low bids, award shall be made in accordance with the PHA's/IHA's written policy and procedures.

(d) The PHA/IHA may reject any and all bids, accept other than the lowest bid (e.g., the apparent low bid is unreasonably low), and waive informalities or minor irregularities in bids received, in accordance with the PHA's/IHA's written policy and procedures.

(e) Unless precluded elsewhere in the solicitation, the PHA/IHA may accept any item or combination of items bid.

(f) The PHA/IHA may reject any bid as nonresponsive if it is materially unbalanced as to the prices for the various items of work to be performed. A bid is materially unbalanced when it is based on prices significantly less than cost for some work and prices which are significantly overstated for other work.

(g) A written award shall be furnished to the successful bidder within the period for acceptance specified in the bid and shall result in a binding contract without further action by either party.

9. Bid Guarantee (applicable to construction and equipment contracts exceeding \$25,000)

All bids must be accompanied by a negotiable bid guarantee which shall not be less than five percent (5%) of the amount of the bid. The bid guarantee may be a certified check, bank draft, U.S. Government Bonds at par value, or a bid bond secured by a surety company acceptable to the U.S. Government and authorized to do business in the state where the work is to be performed. In the case where the work under the contract will be performed on an Indian reservation area, the bid guarantee may also be an irrevocable Letter of Credit (see provision 10, Assurance of Completion, below). Certified checks and bank drafts must be made payable to the order of the PHA/IHA. The bid guarantee shall insure the execution of the contract and the furnishing of a method of assurance of completion by the successful bidder as required by the solicitation. Failure to submit a bid guarantee with the bid shall result in the rejection of the bid. Bid guarantees submitted by unsuccessful bidders will be returned as soon as practicable after bid opening.

10. Assurance of Completion

(a) Unless otherwise provided in State law, the successful bidder shall furnish an assurance of completion prior to the execution of any contract under this solicitation. This assurance may be [Contracting Officer check applicable items] —

[] (1) a performance and payment bond in a penal sum of 100 percent of the contract price; or, as may be required or permitted by State law;

[] (2) separate performance and payment bonds, each for 50 percent or more of the contract price;

[] (3) a 20 percent cash escrow;

[] (4) a 25 percent irrevocable letter of credit; or,

[] (5) an irrevocable letter of credit for 10 percent of the total contract price with a monitoring and disbursements agreement with the IHA (applicable only to contracts awarded by an IHA under the Indian Housing Program).

(b) Bonds must be obtained from guarantee or surety companies acceptable to the U.S. Government and authorized to do business in the state where the work is to be performed. Individual sureties will not be considered. U.S. Treasury Circular Number 570, published annually in the Federal Register, lists companies approved to act as sureties on bonds securing Government contracts, the maximum underwriting limits on each contract bonded, and the States in which the company is licensed to do business. Use of companies listed in this circular is mandatory. Copies of the circular may be downloaded on the U.S. Department of Treasury website <http://www.fms.treas.gov/c570/index.html>, or ordered for a minimum fee by contacting the Government Printing Office at (202) 512-2168.

(c) Each bond shall clearly state the rate of premium and the total amount of premium charged. The current power of attorney for the person who signs for the surety company must be attached to the bond. The effective date of the power of attorney shall not precede the date of the bond. The effective date of the bond shall be on or after the execution date of the contract.

(d) Failure by the successful bidder to obtain the required assurance of completion within the time specified, or within such extended period as the PHA/IHA may grant based upon reasons determined adequate by the PHA/IHA, shall render the bidder ineligible for award. The PHA/IHA may then either award the contract to the next lowest responsible bidder or solicit new bids. The PHA/IHA may retain the ineligible bidder's bid guarantee.

11. Preconstruction Conference (applicable to construction contracts)

After award of a contract under this solicitation and prior to the start of work, the successful bidder will be required to attend a preconstruction conference with representatives of the PHA/IHA and its architect/engineer, and other interested parties convened by the PHA/IHA. The conference will serve to acquaint the participants with the general plan of the construction operation and all other requirements of the contract (e.g., Equal Employment Opportunity, Labor Standards). The PHA/IHA will provide the successful bidder with the date, time, and place of the conference.

12. Indian Preference Requirements (applicable only if this solicitation is for a contract to be performed on a project for an Indian Housing Authority)

(a) HUD has determined that the contract awarded under this solicitation is subject to the requirements of section 7(b) of the Indian Self-Determination and Education Assistance Act (25 U.S.C. 450e(b)). Section 7(b) requires that any contract or subcontract entered into for the benefit of Indians shall require that, to the greatest extent feasible

(1) Preferences and opportunities for training and employment (other than core crew positions; see paragraph (h) below) in connection with the administration of such contracts or subcontracts be given to qualified "Indians." The Act defines "Indians" to mean persons who are members of an Indian tribe and defines "Indian tribe" to mean any Indian tribe, band, nation, or other organized group or community, including any Alaska Native village or regional or village corporation as defined in or established pursuant to the Alaska Native Claims Settlement Act, which is recognized as eligible for the special programs and services provided by the United States to Indians because of their status as Indians; and,

(2) Preference in the award of contracts or subcontracts in connection with the administration of contracts be given to Indian organizations and to Indian-owned economic enterprises, as defined in section 3 of the Indian Financing Act of 1974 (25 U.S.C. 1452). That Act defines "economic enterprise" to mean any Indian-owned commercial, industrial, or business activity established or organized for the purpose of profit, except that the Indian ownership must constitute not less than 51 percent of the enterprise; "Indian organization" to mean the governing body of any Indian tribe or entity established or recognized by such governing body; "Indian" to mean any person who is a member of any tribe, band, group, pueblo, or community which is recognized by the Federal Government as eligible for services from the Bureau of Indian Affairs and any "Native" as defined in the Alaska Native Claims Settlement Act; and Indian "tribe" to mean any Indian tribe, band, group, pueblo, or community including Native villages and Native groups (including

corporations organized by Kenai, Juneau, Sitka, and Kodiak) as defined in the Alaska Native Claims Settlement Act, which is recognized by the Federal Government as eligible for services from the Bureau of Indian Affairs.

(b) (1) The successful Contractor under this solicitation shall comply with the requirements of this provision in awarding all subcontracts under the contract and in providing training and employment opportunities.

(2) A finding by the IHA that the contractor, either (i) awarded a subcontract without using the procedure required by the IHA, (ii) falsely represented that subcontracts would be awarded to Indian enterprises or organizations; or, (iii) failed to comply with the contractor's employment and training preference bid statement shall be grounds for termination of the contract or for the assessment of penalties or other remedies.

(c) If specified elsewhere in this solicitation, the IHA may restrict the solicitation to qualified Indian-owned enterprises and Indian organizations. If two or more (or a greater number as specified elsewhere in the solicitation) qualified Indian-owned enterprises or organizations submit responsive bids, award shall be made to the qualified enterprise or organization with the lowest responsive bid. If fewer than the minimum required number of qualified Indian-owned enterprises or organizations submit responsive bids, the IHA shall reject all bids and readvertise the solicitation in accordance with paragraph (d) below.

(d) If the IHA prefers not to restrict the solicitation as described in paragraph (c) above, or if after having restricted a solicitation an insufficient number of qualified Indian enterprises or organizations submit bids, the IHA may advertise for bids from non-Indian as well as Indian-owned enterprises and Indian organizations. Award shall be made to the qualified Indian enterprise or organization with the lowest responsive bid if that bid is -

(1) Within the maximum HUD-approved budget amount established for the specific project or activity for which bids are being solicited; and

(2) No more than the percentage specified in 24 CFR 905.175(c) higher than the total bid price of the lowest responsive bid from any qualified bidder. If no responsive bid by a qualified Indian-owned economic enterprise or organization is within the stated range of the total bid price of the lowest responsive bid from any qualified enterprise, award shall be made to the bidder with the lowest bid.

(e) Bidders seeking to qualify for preference in contracting or subcontracting shall submit proof of Indian ownership with their bids. Proof of Indian ownership shall include but not be limited to:

(1) Certification by a tribe or other evidence that the bidder is an Indian. The IHA shall accept the certification of a tribe that an individual is a member.

(2) Evidence such as stock ownership, structure, management, control, financing and salary or profit sharing arrangements of the enterprise.

(f) (1) All bidders must submit with their bids a statement describing how they will provide Indian preference in the award of subcontracts. The specific requirements of that statement and the factors to be used by the IHA in determining the statement's adequacy are included as an attachment to this solicitation. Any bid that fails to include the required statement shall be rejected as nonresponsive. The IHA may require that comparable statements be provided by subcontractors to the successful Contractor, and may require the Contractor to reject any bid or proposal by a subcontractor that fails to include the statement.

(2) Bidders and prospective subcontractors shall submit a certification (supported by credible evidence) to the IHA in any instance where the bidder or subcontractor believes it is infeasible to provide Indian preference in subcontracting. The acceptance or rejection by the IHA of the certification shall be final. Rejection shall disqualify the bid from further consideration.

(g) All bidders must submit with their bids a statement detailing their employment and training opportunities and their plans to provide preference to Indians in implementing the contract; and the number or percentage of Indians anticipated to be employed and trained. Comparable statements from all proposed subcontractors must be submitted. The criteria to be used by the IHA in determining the statement(s)'s adequacy are included as an attachment to this solicitation. Any bid that fails to include the required statement(s), or that includes a statement that does not meet minimum standards required by the IHA shall be rejected as nonresponsive.

(h) Core crew employees. A core crew employee is an individual who is a bona fide employee of the contractor at the time the bid is submitted; or an individual who was not employed by the bidder at the time the bid was submitted, but who is regularly employed by the bidder in a supervisory or other key skilled position when work is available. Bidders shall submit with their bids a list of all core crew employees.

(i) Preference in contracting, subcontracting, employment, and training shall apply not only on-site, on the reservation, or within the IHA's jurisdiction, but also to contracts with firms that operate outside these areas (e.g., employment in modular or manufactured housing construction facilities).

(j) Bidders should contact the IHA to determine if any additional local preference requirements are applicable to this solicitation.

(k) The IHA [] does [] does not [Contracting Officer check applicable box] maintain lists of Indian-owned economic enterprises and Indian organizations by specialty (e.g., plumbing, electrical, foundations), which are available to bidders to assist them in meeting their responsibility to provide preference in connection with the administration of contracts and subcontracts.

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

**Representations, Certifications,
and Other Statements of Bidders**
Public and Indian Housing Programs

Representations, Certifications, and Other Statements of Bidders

Public and Indian Housing Programs

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1. Certificate of Independent Price Determination

(a) The bidder certifies that--

(1) The prices in this bid have been arrived at independently, without, for the purpose of restricting competition, any consultation, communication, or agreement with any other bidder or competitor relating to (i) those prices, (ii) the intention to submit a bid, or (iii) the methods or factors used to calculate the prices offered;

(2) The prices in this bid have not been and will not be knowingly disclosed by the bidder, directly or indirectly, to any other bidder or competitor before bid opening (in the case of a sealed bid solicitation) or contract award (in the case of a competitive proposal solicitation) unless otherwise required by law; and

(3) No attempt has been made or will be made by the bidder to induce any other concern to submit or not to submit a bid for the purpose of restricting competition.

(b) Each signature on the bid is considered to be a certification by the signatory that the signatory--

(1) Is the person in the bidder's organization responsible for determining the prices being offered in this bid or proposal, and that the signatory has not participated and will not participate in any action contrary to subparagraphs (a)(1) through (a)(3) above; or

(2) (i) Has been authorized, in writing, to act as agent for the following principals in certifying that those principals have not participated, and will not participate in any action contrary to subparagraphs (a)(1) through (a)(3) above.

____ [insert full name of person(s) in the bidder's organization responsible for determining the prices offered in this bid or proposal, and the title of his or her position in the bidder's organization];

(ii) As an authorized agent, does certify that the principals named in subdivision (b)(2)(i) above have not participated, and will not participate, in any action contrary to subparagraphs (a)(1) through (a)(3) above; and

(iii) As an agent, has not personally participated, and will not participate in any action contrary to subparagraphs (a)(1) through (a)(3) above.

(c) If the bidder deletes or modifies subparagraph (a)2 above, the bidder must furnish with its bid a signed statement setting forth in detail the circumstances of the disclosure.

[] [Contracting Officer check if following paragraph is applicable]

(d) Non-collusive affidavit. (applicable to contracts for construction and equipment exceeding \$50,000)

(1) Each bidder shall execute, in the form provided by the PHA/IHA, an affidavit to the effect that he/she has not colluded with any other person, firm or corporation in regard to any bid submitted in response to this solicitation. If the successful bidder did not submit the affidavit with his/her bid, he/she must submit it within three (3) working days of bid opening. Failure to submit the affidavit by that date may render the bid nonresponsive. No contract award will be made without a properly executed affidavit.

(2) A fully executed "Non-collusive Affidavit" [] is, [] is not included with the bid.

2. Contingent Fee Representation and Agreement

(a) Definitions. As used in this provision:

"Bona fide employee" means a person, employed by a bidder and subject to the bidder's supervision and control as to time, place, and manner of performance, who neither exerts, nor proposes to exert improper influence to solicit or obtain contracts nor holds out as being able to obtain any contract(s) through improper influence.

"Improper influence" means any influence that induces or tends to induce a PHA/IHA employee or officer to give consideration or to act regarding a PHA/IHA contract on any basis other than the merits of the matter.

(b) The bidder represents and certifies as part of its bid that, except for full-time bona fide employees working solely for the bidder, the bidder:

(1) [] has, [] has not employed or retained any person or company to solicit or obtain this contract; and

(2) [] has, [] has not paid or agreed to pay to any person or company employed or retained to solicit or obtain this contract any commission, percentage, brokerage, or other fee contingent upon or resulting from the award of this contract.

(c) If the answer to either (a)(1) or (a)(2) above is affirmative, the bidder shall make an immediate and full written disclosure to the PHA/IHA Contracting Officer.

(d) Any misrepresentation by the bidder shall give the PHA/IHA the right to (1) terminate the contract; (2) at its discretion, deduct from contract payments the amount of any commission, percentage, brokerage, or other contingent fee; or (3) take other remedy pursuant to the contract.

3. Certification and Disclosure Regarding Payments to Influence Certain Federal Transactions (applicable to contracts exceeding \$100,000)

(a) The definitions and prohibitions contained in Section 1352 of title 31, United States Code, are hereby incorporated by reference in paragraph (b) of this certification.

(b) The bidder, by signing its bid, hereby certifies to the best of his or her knowledge and belief as of December 23, 1989 that:

(1) No 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 on his or her behalf in connection with the awarding of a contract resulting from this solicitation;

(2) If any funds other than Federal appropriated funds (including profit or fee received under a covered Federal transaction) 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 on his or her behalf in connection with this solicitation, the bidder shall complete and submit, with its bid, OMB standard form LLL, "Disclosure of Lobbying Activities;" and

(3) He or she will include the language of this certification in all subcontracts at any tier and require that all recipients of subcontract awards in excess of \$100,000 shall certify and disclose accordingly.

(c) Submission of this certification and disclosure is a prerequisite for making or entering into this contract imposed by section 1352, title 31, United States Code. Any person who makes an expenditure prohibited under this provision or who fails to file or amend the disclosure form to be filed or amended by this provision, shall be subject to a civil penalty of not less than \$10,000, and not more than \$100,000, for each such failure.

(d) Indian tribes (except those chartered by States) and Indian organizations as defined in section 4 of the Indian Self-Determination and Education Assistance Act (25 U.S.C. 450B) are exempt from the requirements of this provision.

4. Organizational Conflicts of Interest Certification

The bidder certifies that to the best of its knowledge and belief and except as otherwise disclosed, he or she does not have any organizational conflict of interest which is defined as a situation in which the nature of work to be performed under this proposed contract and the bidder's organizational, financial, contractual, or other interests may, without some restriction on future activities:

(a) Result in an unfair competitive advantage to the bidder; or,
(b) Impair the bidder's objectivity in performing the contract work.
[] In the absence of any actual or apparent conflict, I hereby certify that to the best of my knowledge and belief, no actual or apparent conflict of interest exists with regard to my possible performance of this procurement.

5. Bidder's Certification of Eligibility

(a) By the submission of this bid, the bidder certifies that to the best of its knowledge and belief, neither it, nor any person or firm which has an interest in the bidder's firm, nor any of the bidder's subcontractors, is ineligible to:

(1) Be awarded contracts by any agency of the United States Government, HUD, or the State in which this contract is to be performed; or,

(2) Participate in HUD programs pursuant to 24 CFR Part 24.

(b) The certification in paragraph (a) above is a material representation of fact upon which reliance was placed when making award. If it is later determined that the bidder knowingly rendered an erroneous certification, the contract may be terminated for default, and the bidder may be debarred or suspended from participation in HUD programs and other Federal contract programs.

6. Minimum Bid Acceptance Period

(a) "Acceptance period," as used in this provision, means the number of calendar days available to the PHA/IHA for awarding a contract from the date specified in this solicitation for receipt of bids.

(b) This provision supersedes any language pertaining to the acceptance period that may appear elsewhere in this solicitation.

(c) The PHA/IHA requires a minimum acceptance period of [Contracting Officer insert time period] calendar days.

(d) In the space provided immediately below, bidders may specify a longer acceptance period than the PHA's/IHA's minimum requirement. The bidder allows the following acceptance period: calendar days.

(e) A bid allowing less than the PHA's/IHA's minimum acceptance period will be rejected.

(f) The bidder agrees to execute all that it has undertaken to do, in compliance with its bid, if that bid is accepted in writing within (1) the acceptance period stated in paragraph (c) above or (2) any longer acceptance period stated in paragraph (d) above.

7. Small, Minority, Women-Owned Business Concern Representation

The bidder represents and certifies as part of its bid/ offer that it --

(a) [] is, [] is not a small business concern. "Small business concern," as used in this provision, means a concern, including its affiliates, that is independently owned and operated, not dominant in the field of operation in which it is bidding, and qualified as a small business under the criteria and size standards in 13 CFR 121.

(b) [] is, [] is not a women-owned business enterprise. "Women-owned business enterprise," as used in this provision, means a business that is at least 51 percent owned by a woman or women who are U.S. citizens and who also control and operate the business.

(c) [] is, [] is not a minority business enterprise. "Minority business enterprise," as used in this provision, means a business which is at least 51 percent owned or controlled by one or more minority group members or, in the case of a publicly owned business, at least 51 percent of its voting stock is owned by one or more minority group members, and whose management and daily operations are controlled by one or more such individuals. For the purpose of this definition, minority group members are:

(Check the block applicable to you)

[] Black Americans	[] Asian Pacific Americans
[] Hispanic Americans	[] Asian Indian Americans
[] Native Americans	[] Hasidic Jewish Americans

8. Indian-Owned Economic Enterprise and Indian Organization Representation (applicable only if this solicitation is for a contract to be performed on a project for an Indian Housing Authority)

The bidder represents and certifies that it:

(a) [] is, [] is not an Indian-owned economic enterprise. "Economic enterprise," as used in this provision, means any commercial, industrial, or business activity established or organized for the purpose of profit, which is at least 51 percent Indian owned. "Indian," as used in this provision, means any person who is a member of any tribe, band, group, pueblo, or community which is recognized by the Federal Government as eligible for services from the Bureau of Indian Affairs and any "Native" as defined in the Alaska Native Claims Settlement Act.

(b) [] is, [] is not an Indian organization. "Indian organization," as used in this provision, means the governing body of any Indian tribe or entity established or recognized by such governing body. Indian "tribe" means any Indian tribe, band, group, pueblo, or

General Contract Conditions for Small Construction/Development Contracts

U.S. Department of Housing and Urban Development
Office of Public and Indian Housing
OMB Approval No. 2577-0157 (exp. 3/31/2020)

Applicability. The following contract clauses are applicable and must be inserted into small construction/development contracts, greater than \$2,000 but not more than \$150,000.

1. Definitions

Terms used in this form are the same as defined in form HUD-5370

2. Prohibition Against Liens

The Contractor is prohibited from placing a lien on the PHA's property. This prohibition shall apply to all subcontractors at any tier and all materials suppliers. The only liens on the PHA's property shall be the Declaration of Trust or other liens approved by HUD.

3. Disputes

- (a) Except for disputes arising under the **Labor Standards** clauses, all disputes arising under or relating to this contract, including any claims for damages for the alleged breach thereof which are not disposed of by agreement, shall be resolved under this clause.
- (b) All claims by the Contractor shall be made in writing and submitted to the Contracting Officer for a written decision. A claim by the PHA against the Contractor shall be subject to a written decision by the Contracting Officer.
- (c) The Contracting Officer shall, within 30 days after receipt of the request, decide the claim or notify the Contractor of the date by which the decision will be made.
- (d) The Contracting Officer's decision shall be final unless the Contractor (1) appeals in writing to a higher level in the PHA in accordance with the PHA's policy and procedures, (2) refers the appeal to an independent mediator or arbitrator, or (3) files suit in a court of competent jurisdiction. Such appeal must be made within 30 days after receipt of the Contracting Officer's decision.
- (e) The Contractor shall proceed diligently with performance of this contract, pending final resolution of any request for relief, claim, appeal, or action arising under or relating to the contract, and comply with any decision of the Contracting Officer.

4. Default

- (a) If the Contractor refuses or fails to prosecute the work, or any separable part thereof, with the diligence that will insure its completion within the time specified in this contract, or any extension thereof, or fails to complete said work within this time, the Contracting Officer may, by written notice to the Contractor, terminate the right to proceed with the work (or separable part of the work) that has been delayed. In the event, the PHA may take over the work and complete it by contract or otherwise, and may take possession of and use any materials, equipment, and plant on the work site necessary for completing the work. The Contractor and its sureties shall be liable for any damage to the PHA resulting from the Contractor's refusal or failure to complete the work within the specified time, whether or not the Contractor's right to proceed with the work is terminated. This liability includes any increased costs incurred by the PHA in completing the work.

- (b) The Contractor's right to proceed shall not be terminated or the Contractor charged with damages under this clause if –
 - (1) The delay in completing the work arises from unforeseeable causes beyond the control and without the fault or negligence of the Contractor; and
 - (2) The Contractor, within 10 days from the beginning of such delay notifies the Contracting Officer in writing of the causes of delay. The Contracting Officer shall ascertain the facts and the extent of the delay. If, in the judgment of the Contracting Officer, the findings of Fact warrant such action, time for completing the work shall be extended by written modification to the contract. The findings of the Contracting Officer shall be reduced to a written decision which shall be subject to the provisions of the **Disputes** clause of this contract.
- (c) If, after termination of the Contractor's right to proceed, it is determined that the Contractor was not in default, or that the delay was excusable, the rights and obligation of the parties will be the same as if the termination had been for convenience of the PHA.

5. Termination for Convenience

- (a) The Contracting Officer may terminate this contract in whole, or in part, whenever the Contracting Officer determines that such termination is in the best interest of the PHA. Any such termination shall be effected by delivery to the Contractor of a Notice of Termination specifying the extent to which the performance of the work under the contract is terminated, and the date upon which such termination becomes effective.
- (b) If the performance of the work is terminated, either in whole or in part, the PHA shall be liable to the Contractor for reasonable and proper costs resulting from such termination upon the receipt by the PHA of a properly presented claim setting out in detail: (1) the total cost of the work performed to date of termination less the total amount of contract payments made to the Contractor; (2) the cost (including reasonable profit) of settling and paying claims under subcontracts and material orders for work performed and materials and supplies delivered to the site, payment for which has not been made by the PHA to the Contractor or by the Contractor to the subcontractor or supplier; (3) the cost of preserving and protecting the work already performed until the PHA or assignee takes possession thereof or assumes responsibility therefore; (4) the actual or estimated cost of legal and accounting services reasonably necessary to prepare and present the termination claim to the PHA; and (5) an amount constituting a reasonable profit on the value of the work performed by the Contractor.
- (c) The Contracting Officer will act on the Contractor's claim within days (60 days unless otherwise indicated) of receipt of the Contractor's claim.
- (d) Any disputes with regard to this clause are expressly made subject to the provisions of the Disputes clause of this contract.

6. Insurance

- (a) Before commencing work, the Contractor and each subcontractor shall furnish the PHA with certificates of insurance showing the following insurance is in force and will insure all operations under the Contract:

(1) Workers' Compensation, in accordance with state or Territorial Workers' Compensation laws.

(2) Commercial General Liability with a combined single limit for bodily injury and property damage of not less than \$ _____ [Contracting Officer insert amount] per occurrence to protect the Contractor and each subcontractor against claims for bodily injury or death and damage to the property of others. This shall cover the use of all equipment, hoists, and vehicles on the site(s) not covered by Automobile Liability under (3) below. If the Contractor has a "claims-made" policy, then the following additional requirements apply: the policy must provide a "retroactive date" which must be on or before the execution date of the Contract; and the extended reporting period may not be less than five years following the completion date of the Contract.

(3) Automobile Liability on owned and non-owned motor vehicles used on the site(s) or in connection therewith for a combined single limit for bodily injury and property damage of not less than \$ _____ [Contracting Officer insert amount] per occurrence.

(b) Before commencing work, the Contractor shall furnish the PHA with a certificate of insurance evidencing that Builder's Risk (fire and extended coverage) Insurance on all work in place and/or materials stored at the building site(s), including foundations and building equipment, is in force. The Builder's Risk Insurance shall be for the benefit of the Contractor and the PHA as their interests may appear and each shall be named in the policy or policies as an insured. The Contractor in installing equipment supplied by the PHA shall carry insurance on such equipment from the time the Contractor takes possession thereof until the Contract work is accepted by the PHA. The Builder's Risk Insurance need not be carried on excavations, piers, footings, or foundations until such time as work on the superstructure is started. It need not be carried on landscape work. Policies shall furnish coverage at all times for the full cash value of all completed construction, as well as materials in place and/or stored at the site(s), whether or not partial payment has been made by the PHA. The Contractor may terminate this insurance on buildings as of the date taken over for occupancy by the PHA. The Contractor is not required to carry Builder's Risk Insurance for modernization work which does not involve structural alterations or additions and where the PHA's existing fire and extended coverage policy can be endorsed to include such work.

(c) All insurance shall be carried with companies which are financially responsible and admitted to do business in the State in which the project is located. If any such insurance is due to expire during the construction period, the Contractor (including subcontractors, as applicable) shall not permit the coverage to lapse and shall furnish evidence of coverage to the Contracting Officer. All certificates of insurance, as evidence of coverage, shall provide that no coverage may be canceled or non-renewed by the insurance company until at least 30 days prior written notice has been given to the Contracting Officer.

7. Contract Modifications

(a) Only the Contracting Officer has authority to modify any term or condition of this contract. Any contract modification shall be authorized in writing.

(b) The Contracting Officer may modify the contract unilaterally (1) pursuant to a specific authorization stated in a contract clause (e.g., Changes); or (2) for administrative matters which

do not change the rights or responsibilities of the parties (e.g., change in the PHA address). All other contract modifications shall be in the form of supplemental agreements signed by the Contractor and the Contracting Officer.

(c) When a proposed modification requires the approval of HUD prior to its issuance (e.g., a change order that exceeds the PHA's approved threshold), such modification shall not be effective until the required approval is received by the PHA.

8. Changes

(a) The Contracting Officer may, at any time, without notice to the sureties, by written order designated or indicated to be a change order, make changes in the work within the general scope of the contract including changes:

- (1) In the specifications (including drawings and designs);
- (2) In the method or manner of performance of the work;
- (3) PHA-furnished facilities, equipment, materials, services, or site; or,
- (4) Directing the acceleration in the performance of the work.

(b) Any other written order or oral order (which, as used in this paragraph (b), includes direction, instruction, interpretation, or determination) from the Contracting Officer that causes a change shall be treated as a change order under this clause; provided, that the Contractor gives the Contracting Officer written notice stating (1) the date, circumstances and source of the order and (2) that the Contractor regards the order as a change order.

(c) Except as provided in this clause, no order, statement or conduct of the Contracting Officer shall be treated as a change under this clause or entitle the Contractor to an equitable adjustment.

(d) If any change under this clause causes an increase or decrease in the Contractor's cost of, or the time required for the performance of any part of the work under this contract, whether or not changed by any such order, the Contracting Officer shall make an equitable adjustment and modify the contract in writing. However, except for a adjustment based on defective specifications, no proposal for any change under paragraph (b) above shall be allowed for any costs incurred more than 20 days (5 days for oral orders) before the Contractor gives written notice as required. In the case of defective specifications for which the PHA is responsible, the equitable adjustment shall include any increased cost reasonably incurred by the Contractor in attempting to comply with the defective specifications.

(e) The Contractor must assert its right to an adjustment under this clause within 30 days after (1) receipt of a written change order under paragraph (a) of this clause, or (2) the furnishing of a written notice under paragraph (b) of this clause, by submitting a written statement describing the general nature and the amount of the proposal. If the facts justify it, the Contracting Officer may extend the period for submission. The proposal may be included in the notice required under paragraph (b) above. No proposal by the Contractor for an equitable adjustment shall be allowed if asserted after final payment under this contract.

(f) The Contractor's written proposal for equitable adjustment shall be submitted in the form of a lump sum proposal supported with an itemized breakdown of all increases and decreases in the contract in at least the following details:

- (1) Direct Costs. Materials (list individual items, the quantity and unit cost of each, and the aggregate cost); Transportation and delivery costs associated with materials; Labor

breakdowns by hours or unit costs (identified with specific work to be performed); Construction equipment exclusively necessary for the change; Costs of preparation and/ or revision to shop drawings resulting from the change; Worker's Compensation and Public Liability Insurance; Employment taxes under FICA and FUTA; and, Bond Costs - when size of change warrants revision.

- (2) Indirect Costs. Indirect costs may include overhead, general and administrative expenses, and fringe benefits not normally treated as direct costs.
- (3) Profit. The amount of profit shall be negotiated and may vary according to the nature, extent, and complexity of the work required by the change.

The allowability of the direct and indirect costs shall be determined in accordance with the Contract Cost Principles and Procedures for Commercial Firms in Part 31 of the Federal Acquisition Regulation (48 CFR 1-31), as implemented by HUD Handbook 2210.18, in effect on the date of this contract. The Contractor shall not be allowed a profit on the profit received by any subcontractor. Equitable adjustments for deleted work shall include a credit for profit and may include a credit for indirect costs. On proposals covering both increases and decreases in the amount of the contract, the application of indirect costs and profit shall be on the net-change in direct costs for the Contractor or subcontractor performing the work.

- (g) The Contractor shall include in the proposal its request for time extension (if any), and shall include sufficient information and dates to demonstrate whether and to what extent the change will delay the completion of the contract in its entirety.
- (h) The Contracting Officer shall act on proposals within 30 days after their receipt, or notify the Contractor of the date when such action will be taken.
- (i) Failure to reach an agreement on any proposal shall be a dispute under the clause entitled Disputes herein. Nothing in this clause, however, shall excuse the Contractor from proceeding with the contract as changed.
- (j) Except in an emergency endangering life or property, no change shall be made by the Contractor without a prior order from the Contracting Officer.

9. Examination and Retention of Contractor's Records

The HA, HUD, or Comptroller General of the United States, or any of their duly authorized representatives shall, until three years after final payment under this contract, have access to and the right to examine any of the Contractor's directly pertinent books, documents, papers, or other records involving transactions related to this contract for the purpose of making audit, examination, excerpts, and transcriptions.

10. Rights in Data and Patent Rights (Ownership and Proprietary Interest)

The HA shall have exclusive ownership of, all proprietary interest in, and the right to full and exclusive possession of all information, materials, and documents discovered or produced by Contractor pursuant to the terms of this Contract, including but not limited to reports, memoranda or letters concerning the research and reporting tasks of this Contract.

11. Energy Efficiency

The Contractor shall comply with all mandatory standards and policies relating to energy efficiency which are contained in the energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Pub.L. 94-163) for the State in which the work under this contract is performed.

12. Procurement of Recovered Materials

- (a) In accordance with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act, the Contractor shall procure items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR Part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition. The Contractor shall procure items designated in the EPA guidelines that contain the highest percentage of recovered materials practicable unless the Contractor determines that such items: (1) are not reasonably available in a reasonable period of time; (2) fail to meet reasonable performance standards, which shall be determined on the basis of the guidelines of the National Institute of Standards and Technology, if applicable to the item; or (3) are only available at an unreasonable price.
- (b) Paragraph (a) of this clause shall apply to items purchased under this contract where: (1) the Contractor purchases in excess of \$10,000 of the item under this contract; or (2) during the preceding Federal fiscal year, the Contractor: (i) purchased any amount of the items for use under a contract that was funded with Federal appropriations and was with a Federal agency or a State agency or agency of a political subdivision of a State; and (ii) purchased a total of in excess of \$10,000 of the item both under and outside that contract.

13. Training and Employment Opportunities for Residents in the Project Area (Section 3, HUD Act of 1968; 24 CFR 135)

- (a) The work to be performed under this contract is subject to the requirements of section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u (section 3). The purpose of section 3 is to ensure that employment and other economic opportunities generated by HUD assistance or HUD-assisted projects covered by section 3, shall, to the greatest extent feasible, be directed to low- and very low-income persons, particularly persons who are recipients of HUD assistance for housing.
- (b) The parties to this contract agree to comply with HUD's regulations in 24 CFR Part 135, which implement section 3. As evidenced by their execution of this contract, the parties to this contract certify that they are under no contractual or other impediment that would prevent them from complying with the Part 135 regulations.
- (c) The contractor agrees to send to each labor organization or representative of workers with which the contractor has a collective bargaining agreement or other understanding, if any, a notice advising the labor organization or workers' representative of the contractor's commitments under this section 3 clause, and will post copies of the notice in conspicuous places at the work site where both employees and applicants for training and employment positions can see the notice. The notice shall describe the section 3 preference, shall set forth minimum number and job titles subject to hire, availability of apprenticeship and training positions, the

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- qualifications for each; and the name and location of the person(s) taking applications for each of the positions; and the anticipated date the work shall begin.
- (d) The contractor agrees to include this section 3 clause in every subcontract subject to compliance with regulations in 24 CFR Part 135, and agrees to take appropriate action, as provided in an applicable provision of the subcontract or in this section 3 clause, upon a finding that the subcontractor is in violation of the regulations in 24 CFR Part 135. The contractor will not subcontract with any subcontractor where the contractor has notice or knowledge that the subcontractor has been found in violation of the regulations in 24 CFR Part 135.
- (e) The contractor will certify that any vacant employment positions, including training positions, that are filled (1) after the contractor is selected but before the contract is executed, and (2) with persons other than those to whom the regulations of 24 CFR Part 135 require employment opportunities to be directed, were not filled to circumvent the contractor's obligations under 24 CFR Part 135.
- (f) Noncompliance with HUD's regulations in 24 CFR Part 135 may result in sanctions, termination of this contract for default, and debarment or suspension from future HUD assisted contracts.

14. Labor Standards - Davis-Bacon and Related Acts

(a) Minimum Wages.

(1) All laborers and mechanics employed under this contract in the construction or development of the project(s) involved will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act (29 CFR Part 3)), the full amount of wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the Contractor and such laborers and mechanics. Contributions made or costs reasonably anticipated for bona fide fringe benefits under Section 1(b)(2) of the Davis-Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of 29 CFR 5.5(a)(1)(iv); also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs which cover the regular weekly period, are deemed to be constructively made or incurred during such weekly period. Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits in the wage determination for the classification of work actually performed, without regard to skill, except as provided in 29 CFR 5.5(a)(4). Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein; provided, that the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classification and wage rates conformed under 29 CFR 5.5(a)(1)(ii) and the Davis-Bacon poster (WH-1321) shall be posted at all times by the Contractor and its subcontractors at the site of the work in

a prominent and accessible place where it can be easily seen by the workers.

- (2) (i) Any class of laborers or mechanics, including helpers, which is not listed in the wage determination and which is to be employed under the contract shall be classified in conformance with the wage determination. HUD shall approve an additional classification and wage rate and fringe benefits therefor only when all the following criteria have been met:

- (a) The work to be performed by the classification requested is not performed by a classification in the wage determination; and
- (b) The classification is utilized in the area by the construction industry; and
- (c) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.

- (ii) If the Contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and HUD or its designee agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action shall be sent by HUD or its designee to the Administrator of the Wage and Hour Division, Employee Standards Administration, U.S. Department of Labor, Washington, DC 20210. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise HUD or its designee or will notify HUD or its designee within the 30-day period that additional time is necessary.

- (iii) In the event the Contractor, the laborers or mechanics to be employed in the classification or their representatives, and HUD or its designee do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), HUD or its designee shall refer the questions, including the views of all interested parties and the recommendation of HUD or its designee, to the Administrator of the Wage and Hour Division for determination. The Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise HUD or its designee or will notify HUD or its designee within the 30-day period that additional time is necessary.

- (iv) The wage rate (including fringe benefits where appropriate) determined pursuant to subparagraphs (a)(2)(ii) or (iii) of this clause shall be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.

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

- (4) If the Contractor does not make payments to a trustee or other third person, the Contractor may consider as part

of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program; **provided**, that the Secretary of Labor has found, upon the written request of the Contractor, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the Contractor to set aside in a separate account assets for the meeting of obligations under the plan or program.

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

(c) **Payrolls and Basic Records.**

- (1) Payrolls and basic records relating thereto shall be maintained by the Contractor during the course of the work and preserved for a period of three years thereafter for all laborers and mechanics working in the construction or development of the project. Such records shall contain the name, address, and social security number of each such worker, his or her correct classification, hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in section 1(b)(2)(B) of the Davis-Bacon Act), daily and weekly number of hours worked, deductions made, and actual wages paid. Whenever the Secretary of Labor has found, under 29 CFR 5.5(a)(1)(iv), that the wages of any laborer or mechanic include the amount of costs reasonably anticipated in providing benefits under a plan or program described in section 1(b)(2)(B) of the Davis-Bacon Act, the Contractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits. Contractors employing apprentices or trainees under approved programs shall maintain written evidence of

the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs.

- (2) (i) The Contractor shall submit weekly for each week in which any contract work is performed a copy of all payrolls to the Contracting Officer for transmission to HUD or its designee. The payrolls submitted shall set out accurately and completely all of the information required to be maintained under subparagraph (c)(1) of this clause. This information may be submitted in any form desired. Optional Form WH-347 (Federal Stock Number 029-005-00014-1) is available for this purpose and may be purchased from the Superintendent of Documents, U.S. Government Printing Office, Washington, D.C. 20402. The prime Contractor is responsible for the submission of copies of payrolls by all subcontractors. (Approved by the Office of Management and Budget under OMB Control Number 1214-0149.)
- (ii) Each payroll submitted shall be accompanied by a "Statement of Compliance," signed by the contractor or subcontractor or his or her agent who pays or supervises the payment of the persons employed under the contract and shall certify the following:
- (A) That the payroll for the payroll period contains the information required to be maintained under paragraph (c)(1) of this clause and that such information is correct and complete;
- (B) That each laborer or mechanic (including each helper, apprentice, and trainee) employed on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in 29 CFR Part 3; and
- (C) That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification of work performed, as specified in the applicable wage determination incorporated into the contract.
- (iii) The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 shall satisfy the requirements for submission of the "Statement of Compliance" required by subparagraph (c)(2)(ii) of this clause.
- (iv) The falsification of any of the above certifications may subject the Contractor or subcontractor to civil or criminal prosecution under Section 1001 of Title 18 and Section 3729 of Title 31 of the United States Code.
- (3) The Contractor or subcontractor shall make the records required under subparagraph (c)(1) available for inspection, copying, or transcription by authorized representatives of HUD or its designee, the Contracting Officer, or the Department of Labor and shall permit such representatives to interview employees during working hours on the job. If the Contractor or subcontractor fails to submit the required records or to make them available, HUD or its designee may, after written notice to the Contractor, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debarment action pursuant to 29 CFR 5.12.

- (d) Apprentices. Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Office of Apprenticeship Training, Employer and Labor Services (OATELS), or with a State Apprenticeship Agency recognized by OATELS, or if a person is employed in his or her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by OATELS or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice.

The allowable ratio of apprentices to journeymen on the job site in any craft classification shall not be greater than the ratio permitted to the Contractor as to the entire work force under the registered program. Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated in this paragraph, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. Where a contractor is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman's hourly rate) specified in the Contractor's or subcontractor's registered program shall be observed. Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator of the Wage and Hour Division determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination. In the event OATELS, or a State Apprenticeship Agency recognized by OATELS, withdraws approval of an apprenticeship program, the Contractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

- (e) Trainees. Except as provided in 29 CFR 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to and individually registered in a program which has received prior approval, evidenced by formal certification by the U.S. Department of Labor, Employment and Training Administration. The ratio of trainees to journeymen on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration. Every trainee must be paid at not less than the rate specified in the approved program for the trainee's level of progress, expressed as a percentage of the journeyman hourly rate

specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed in the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the corresponding journeyman wage rate in the wage determination which provides for less than full fringe benefits for apprentices. Any employee listed on the payroll at a trainee rate who is not registered and participating in a training plan approved by the Employment and Training Administration shall be paid not less than the applicable wage rate in the wage determination for the classification of work actually performed. In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate in the wage determination for the work actually performed. In the event the Employment and Training Administration withdraws approval of a training program, the Contractor will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

- (f) Equal Employment Opportunity. The utilization of apprentices, trainees, and journeymen under this clause shall be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended, and 29 CFR Part 30.
- (g) Compliance with Copeland Act Requirements. The Contractor shall comply with the requirements of 29 CFR Part 3, which are hereby incorporated by reference in this contract.
- (h) Contract Termination; Debarment. A breach of the labor standards clauses in this contract may be grounds for termination of the contract and for debarment as a Contractor and a subcontractor as provided in 29 CFR 5.12.
- (i) Compliance with Davis-Bacon and related Act Requirements. All rulings and interpretations of the Davis-Bacon and related Acts contained in 29 CFR Parts 1, 3, and 5 are herein incorporated by reference in this contract.
- (j) Disputes Concerning Labor Standards. Disputes arising out of the labor standards provisions of this clause shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR Parts 5, 6, and 7. Disputes within the meaning of this clause include disputes between the Contractor (or any of its subcontractors) and the PHA, HUD, the U.S. Department of Labor, or the employees or their representatives.
- (k) Certification of Eligibility.
- (1) By entering into this contract, the Contractor certifies that neither it (nor he or she) nor any person or firm who has an interest in the Contractor's firm is a person or firm ineligible to be awarded contracts by the United States Government by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).
 - (2) No part of this contract shall be subcontracted to any person or firm ineligible for award of a United States Government

contract by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

(3) The penalty for making false statements is prescribed in the U. S. Criminal Code, 18 U.S.C. 1001.

(l) Subcontracts. The Contractor or subcontractor shall insert in any subcontracts all the provisions contained in this clause, and such other clauses as HUD or its designee may by appropriate instructions require, and also a clause requiring the subcontractors to include these provisions in any lower tier subcontracts. The prime Contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all these provisions.

(m) Non-Federal Prevailing Wage Rates. Any prevailing wage rate (including basic hourly rate and any fringe benefits), determined under State law to be prevailing, with respect to any employee in any trade or position employed under the contract, is inapplicable to the contract and shall not be enforced against the Contractor or any subcontractor, with respect to employees engaged under the contract whenever such non-Federal prevailing wage rate exceeds:

- (i) the applicable wage rate determined by the Secretary of Labor pursuant to the Davis-Bacon Act (40 U.S.C. 3141 et seq.) to be prevailing in the locality with respect to such trade;
- (ii) an applicable apprentice wage rate based thereon specified in an apprenticeship program registered with the U.S. Department of Labor (DOL) or a DOL-recognized State Apprenticeship Agency; or
- (iii) an applicable trainee wage rate based thereon specified in a DOL-certified trainee program.

DISCLOSURE OF LOBBYING ACTIVITIES

Complete this form to disclose lobbying activities pursuant to 31 U.S.C. 1352

Approved by OMB

0348-0046

(See reverse for public burden disclosure.)

1. Type of Federal Action: <input type="checkbox"/> a. contract <input type="checkbox"/> b. grant <input type="checkbox"/> c. cooperative agreement <input type="checkbox"/> d. loan <input type="checkbox"/> e. loan guarantee <input type="checkbox"/> f. loan insurance		2. Status of Federal Action: <input type="checkbox"/> a. bid/offer/application <input type="checkbox"/> b. initial award <input type="checkbox"/> c. post-award		3. Report Type: <input type="checkbox"/> a. initial filing <input type="checkbox"/> b. material change For Material Change Only: year _____ quarter _____ date of last report _____	
4. Name and Address of Reporting Entity: <input type="checkbox"/> Prime <input type="checkbox"/> Subawardee Tier _____, if known: Congressional District, if known:			5. If Reporting Entity in No. 4 is a Subawardee, Enter Name and Address of Prime: Congressional District, if known:		
6. Federal Department/Agency:			7. Federal Program Name/Description: CFDA Number, if applicable: _____		
8. Federal Action Number, if known:			9. Award Amount, if known: \$ _____		
10. a. Name and Address of Lobbying Registrant (if individual, last name, first name, MI):			b. Individuals Performing Services (including address if different from No. 10a) (last name, first name, MI):		
11. Information requested through this form is authorized by title 31 U.S.C. section 1352. This disclosure of lobbying activities is a material representation of fact upon which reliance was placed by the tier above when this transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. 1352. This information will be available for public inspection. Any person who fails to file the required disclosure shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.			Signature: _____ Print Name: _____ Title: _____ Telephone No.: _____ Date: _____		
Federal Use Only:				Authorized for Local Reproduction Standard Form LLL (Rev. 7-97)	

INSTRUCTIONS FOR COMPLETION OF SF-LLL, DISCLOSURE OF LOBBYING ACTIVITIES

This disclosure form shall be completed by the reporting entity, whether subawardee or prime Federal recipient, at the initiation or receipt of a covered Federal action, or a material change to a previous filing, pursuant to title 31 U.S.C. section 1352. The filing of a form is required for each payment or agreement to make payment to any lobbying entity 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 a covered Federal action. Complete all items that apply for both the initial filing and material change report. Refer to the implementing guidance published by the Office of Management and Budget for additional information.

1. Identify the type of covered Federal action for which lobbying activity is and/or has been secured to influence the outcome of a covered Federal action.
2. Identify the status of the covered Federal action.
3. Identify the appropriate classification of this report. If this is a followup report caused by a material change to the information previously reported, enter the year and quarter in which the change occurred. Enter the date of the last previously submitted report by this reporting entity for this covered Federal action.
4. Enter the full name, address, city, State and zip code of the reporting entity. Include Congressional District, if known. Check the appropriate classification of the reporting entity that designates if it is, or expects to be, a prime or subaward recipient. Identify the tier of the subawardee, e.g., the first subawardee of the prime is the 1st tier. Subawards include but are not limited to subcontracts, subgrants and contract awards under grants.
5. If the organization filing the report in item 4 checks "Subawardee," then enter the full name, address, city, State and zip code of the prime Federal recipient. Include Congressional District, if known.
6. Enter the name of the Federal agency making the award or loan commitment. Include at least one organizational level below agency name, if known. For example, Department of Transportation, United States Coast Guard.
7. Enter the Federal program name or description for the covered Federal action (item 1). If known, enter the full Catalog of Federal Domestic Assistance (CFDA) number for grants, cooperative agreements, loans, and loan commitments.
8. Enter the most appropriate Federal identifying number available for the Federal action identified in item 1 (e.g., Request for Proposal (RFP) number; Invitation for Bid (IFB) number; grant announcement number; the contract, grant, or loan award number; the application/proposal control number assigned by the Federal agency). Include prefixes, e.g., "RFP-DE-90-001."
9. For a covered Federal action where there has been an award or loan commitment by the Federal agency, enter the Federal amount of the award/loan commitment for the prime entity identified in item 4 or 5.
10. (a) Enter the full name, address, city, State and zip code of the lobbying registrant under the Lobbying Disclosure Act of 1995 engaged by the reporting entity identified in item 4 to influence the covered Federal action.

(b) Enter the full names of the individual(s) performing services, and include full address if different from 10 (a). Enter Last Name, First Name, and Middle Initial (MI).
11. The certifying official shall sign and date the form, print his/her name, title, and telephone number.

According to the Paperwork Reduction Act, as amended, no persons are required to respond to a collection of information unless it displays a valid OMB Control Number. The valid OMB control number for this information collection is OMB No. 0348-0046. Public reporting burden for this collection of information is estimated to average 10 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0046), Washington, DC 20503.

NON-COLLUSION AFFIDAVIT OF CONTRACTOR

Attach to HUD-5369-A

_____ does hereby state:
(name)

(1) S/He is the _____ of
(owner, partner, officer, or representative),
_____, hereinafter referred to as Contractor.
(business name)

(2) S/He is fully knowledgeable of the preparation and contents of Subcontractor's proposals which were submitted to (Contractor);
_____, for specific work required in
connection with a Home Forward project titled _____
and located at : _____

(3) Said Contractor's proposal is genuine and is not a collusive or sham proposal;

(4) Neither the Contractor nor any of its officers, partners, owners, agents, representatives, employees, or parties in interest, including myself, has in any way colluded, conspired, connived, or agreed, directly or indirectly, with any other bidder, firm, or person to submit a collusive or sham proposal in connection with such contract or to refrain from submitting a proposal in connection with such contract, or has in any manner, directly or indirectly, sought by unlawful agreement or connivance with any other bidder, firm, or person to fix the price or prices in said Contractor's Proposal, or to fix any overhead, profit, or cost element of the price or prices in said Contractor's Proposal, or to secure through collusion, conspiracy, connivance, or unlawful agreement any advantage against Home Forward, or any person interested in the proposed Contract; and

(5) The price or prices quoted in the Contractor's Proposal are fair and proper and are not tainted by any collusion, conspiracy, connivance, or unlawful agreement on the part of the Bidder or any of its agents, representatives, owners, employees, or parties in interest, including myself.

Signed: _____

Title: _____

Date: _____

Witnessed by: _____

STATEMENT OF PUBLIC ENTITY CRIMES

SWORN STATEMENT PURSUANT TO SECTION 287.133 (3)(a) FLORIDA STATUTES, ON PUBLIC ENTITY CRIMES

THIS FORM MUST BE SIGNED AND SWORN TO IN THE PRESENCE OF A NOTARY PUBLIC OR OTHER OFFICIAL AUTHORIZED TO ADMINISTER OATHS.

1. This sworn statement is submitted to the _____ by _____
(type individual's name and title)

(type name of entity submitting sworn statement)
whose business address is:

and (if applicable) its Federal Employer Identification Number (FEIN) is _____

(If the entity has no FEIN, include Social Security Number of the individual signing this sworn statement: _____.)

2. I understand that a "public entity crime" as defined in Paragraph 287.133 (1)(g), **Florida Statutes**, means 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 or with an agency or political subdivision of any other state or of the United States, including, but not limited to, any bid or contract for goods or services to be provided to any public entity or an agency or political subdivision of any other state or of the United States and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.
3. I understand that "convicted" or "conviction" as defined in Paragraph 287.133 (1)(b), **Florida Statutes**, means a finding of guilt or a 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 a jury verdict, non jury trial, or entry of a plea of guilty or nolo contendere.
4. I understand that an "affiliate" as defined in Paragraph 287.133(1)(a), **Florida Statutes**, means:
- a. A predecessor or successor of a person convicted of a public entity crime: or
 - b. An entity under control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term "affiliate" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The ownership by one person of shares constituting a controlling interest in another person, or a pooling of equipment or income among persons when not for fair market value under an arm's length agreement, shall be a prima facie case that one person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months shall be considered an affiliate.

SWORN STATEMENT ON PUBLIC ENTITY CRIMES

I understand that a "person" as defined in Paragraph 287.133 (1)(e) Florida Statutes, means any natural person or entity organized under the laws of any state or of the United States with the legal power to enter into a binding contract and which bids or applies to bid on contracts for the provision of goods or services let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term "person" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an entity.

5. Based on information and belief, the statement which I have marked below is true in relation to the entity submitting this sworn statement. **(indicate which statement applies)**

_____ Neither the entity submitting this sworn statement, nor any of it's officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an entity, nor any affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989.

_____ The entity submitting this sworn statement, or one or more of it's officers, officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an entity, or an affiliate of the entity has been charges with and convicted of a public entity crime subsequent to July 1, 1989.

_____ The entity submitting this sworn statement, or one or more of it's officers, officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of the entity, or an affiliate has been charged with and convicted of a public entity crime subsequent to July 1, 1989. However, there has been a subsequent proceeding before a Hearing Officer of the State of Florida, Division of Administration Hearings and the Final Order entered by the Hearing Officer determined that it was not in the public interest to place the entity submitting this sworn statement on the convicted vendor list. **(attach a copy of the final order)**

I UNDERSTAND THAT THE SUBMISSION OF THIS FORM TO THE CONTRACTING OFFICER FOR THE PUBLIC ENTITY IDENTIFIED IN PARAGRAPH 1 (ONE) ABOVE IS FOR THAT PUBLIC ENTITY ONLY AND, THAT THIS FORM IS VALID THROUGH DECEMBER 31 OF THE CALENDAR YEAR IN WHICH IT IS FILED. I ALSO UNDERSTAND THAT I AM REQUIRED TO INFORM THE PUBLIC ENTITY PRIOR TO ENTERING INTO A CONTRACT IN EXCESS OF THE THRESHOLD AMOUNT PROVIDED IN SECTION 287.017, FLORIDA STATUTES FOR CATEGORY TWO OF ANY CHANGE IN THE INFORMATION CONTAINED IN THIS FORM.

(Signature)

(Date)

STATE OF _____ COUNTY OF _____

PERSONALLY APPEARED BEFORE ME, the undersigned authority. _____
(name of individual signing)

who, after first being sworn by me, affixed his / her signature in the space provided above on this

_____ day of _____, 20 _____.

_____ My commission expires: _____

SWORN STATEMENT ON PUBLIC ENTITY CRIMES

PublicEntityCrimes.doc