

VILLAGE OF ROYAL PALM BEACH

PROJECT NAME: **CANAL BANK STABILIZATION PROJECT**
PROJECT NO.: **PW1806**
BRIDGES: **937355, 937356, 937358, AND 937359**

ADDENDUM NUMBER: TWO

DATE OF ISSUANCE: March 29, 2024

TO: Prospective Bidders
This addendum forms a part of the bid documents, modifies the original bidding documents and shall be as binding as if contained therein.

THIS ADDENDUM NO. **Two** INCLUDES THE FOLLOWING:

1. Insert the attached Index Sheet I-1 in its entirety.
2. Insert the attached seven (7) page American Rescue Plan Act Funding Addendum, in its entirety. The American Rescue Plan Act Funding Addendum shall be attached and become part of the Proposal and Contract documents.

IT IS REQUIRED THAT THIS ADDENDUM NO. TWO (2) BE SIGNED IN THE ACKNOWLEDGMENT OF RECEIPT BELOW, AND ATTACHED TO THE PROPOSAL AND BECOMES PART OF THE PROPOSAL AND CONTRACT DOCUMENTS.

APPROVED BY: _____
Paul Webster, P.E., C.S.M., Director of Public Works

ACKNOWLEDGMENT OF RECEIPT: _____
(Bidder)

INDEX

TITLE	SECTION	# OF PAGES
COVER		1
INDEX	I	2
INDEX OF DRAWINGS	ID	1
INVITATION TO BID	INV	1
INSTRUCTIONS TO BIDDERS	IB	9
BID FORM	BF	4
BID PROPOSAL FORM	BP	6
BID BOND	BB	2
CONTRACTORS QUALIFICATION FORM	CQF	6
TRENCH SAFETY AFFIDAVIT	TSA	1
SCHEDULE OF SUBCONTRACTORS	SUB	1
SWORN STATEMENT	SS	2
TRUTH IN NEGOTIATIONS	TN	1
DRUG FREE WORK PLACE CERTIFICATE	DF	1
CERTIFICATION STATUTE 215.4725	CS	1
E-VERIFY AFFADAVIT	EV	1
NOTICE OF AWARD	NA	1
CONTRACT	C	4
PUBLIC CONSTRUCTION BOND	PCB	2
NOTICE TO PROCEED	NP	1
AMERICAN RESCUE PLAN ACT FUNDING ADDENDUM	ARPA	7
GENERAL CONDITIONS	GC	52
SUPPLEMENTARY CONDITIONS	SC	17

PROJECT GENERAL REQUIREMENTS

SECTION 01010 SUMMARY OF WORK	GR	3
SECTION 01050 FIELD ENGINEERING AND SURVEYING	GR	1

**VILLAGE OF ROYAL PALM BEACH
AMERICAN RESCUE PLAN ACT FUNDING ADDENDUM**

This American Rescue Plan Act Funding Addendum (“Addendum”), hereby entered into this _____ day of _____, 20____, by and between the Village of Royal Palm Beach, a Florida municipal corporation with offices located at 1050-A Royal Palm Beach Boulevard, Royal Palm Beach, FL 33411, organized and existing in accordance with the laws of the State of Florida, hereinafter the “Village”; and _____, a _____ with offices located at _____, hereinafter the “Contractor” and collectively with the Village, the “Parties”.

RECITALS

WHEREAS, Section 9901 of the American Rescue Plan Act of 2021 (“ARPA”) (Pub. L. No. 117-2, §9901) added section 603(a) to the Social Security Act, which created the Coronavirus Local Fiscal Recovery Fund for the purpose of providing funds to local governments in order to facilitate the ongoing recovery from the COVID-19 pandemic; and

WHEREAS, the ARPA disbursed approximately \$1.4 billion to the State of Florida to disburse to “non-entitlement units of local government” with populations below 50,000, including the Village; and

WHEREAS, the Florida Division of Emergency Management (“Division”) has received these funds from the U.S. Treasury Department (“Treasury”) through the State of Florida in accordance with the provisions of the ARPA; and

WHEREAS, the Division has disbursed the appropriate funds to the Village, who is fully qualified and eligible to receive this funding for the purposes identified within the ARPA; and

WHEREAS, the Division and the Village entered into an ARPA Coronavirus Local Fiscal Recovery Fund Agreement (“Fund Agreement”) which requires the Village as a recipient of ARPA funds to comply with all applicable Federal and State laws, rules, and regulations; and

WHEREAS, the Fund Agreement entered into between the Division and the Village also requires the Village to ensure that all of its contractors, subcontractors, sub-grantees, suppliers, and consultants compensated with ARPA funds also comply with all applicable Federal and State laws, rules, and regulations; and

WHEREAS, the Village now wishes to enter into an Agreement with the Contractor for _____ (“Agreement”), payable in part using ARPA funds; and

WHEREAS, in the execution and performance of this Agreement, the Village wishes to ensure absolute compliance with all applicable State and Federal laws, rules, and regulations.

NOW THEREFORE, and in consideration of receipt of ARPA funds as well as the mutual promises, terms and conditions contained herein, the Village and the Contractor agree as follows:

1. **RECITALS:** The foregoing recitals are true and correct and are incorporated herein by reference.
2. **ENABLING AGREEMENT:** All other Sections and recitals of the above-referenced Agreement shall remain in full force and effect. This Addendum shall be attached to this Agreement and shall become a part thereof.

3. COMPLIANCE WITH APPLICABLE LAW & REGULATIONS: The Contractor shall comply with all statutes and regulations effectuating ARPA, including but not limited to the Coronavirus State and Local Fiscal Recovery Funds Program, A. Section 9901 of the American Rescue Plan Act of 2021 (Pub. L. No. 117-2, §9901) which added section 603(a) to the Social Security Act, Treasury Interim Final Rule, 31 C.F.R. part 35, attending rule guidance published in the Federal Register, Volume 86, No 93, and informal guidance made publicly available by Treasury, which may be amended, superseded, or replaced during the term of this Addendum and this Agreement.

In addition, the Contractor shall comply with all other federal statutes and regulations applicable to this Agreement, including, but not limited to, the following:

- a. Title VI of the Civil Rights Act of 1964 (42 U.S.C. §§ 2000d *et seq.*) and Treasury's implementing regulations at 31 C.F.R. Part 22, which prohibit discrimination on the basis of race, color, or national origin under programs or activities receiving federal financial assistance. See also **Section 6.** below.
- b. The Fair Housing Act, Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §§ 3601 *et seq.*) which prohibits discrimination in housing on the basis of race, color, religion, national origin, sex, familial status, or disability.
- c. Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. § 794) which prohibits discrimination on the basis of disability under any program or activity receiving federal financial assistance.
- d. The Age Discrimination Act of 1975, as amended (42 U.S.C. §§ 6101 *et seq.*) and Treasury's implementing regulations at 31 C.F.R. Part 23, which prohibit discrimination on the basis of age in programs or activities receiving federal financial assistance.
- e. Title II of the Americans with Disabilities Act of 1990, as amended (42 U.S.C. §§ 12101 *et seq.*) which prohibits discrimination on the basis of disability under programs, activities, and services provided or made available by state and local governments or instrumentalities or agencies thereto.
- f. Hatch Act of 1939 (5 U.S.C. §§ 1501-1508 and 7324-7328) which limit certain political activities of State or local government employees whose principal employment is in connection with an activity financed in whole or in part by this federal assistance.
- g. Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards ("Uniform Guidance") (2 C.F.R. Part 200) other than such provisions as Treasury may determine are inapplicable to this award and subject to such exceptions as may be otherwise provided by Treasury. Subpart F-Audit Requirements of the Uniform Guidance implementing the Single Audit Act, shall apply to this award. See also **Section 4.** below.
- h. Universal Identifier and System for Award Management ("SAM") (2 C.F.R. Part 25) pursuant to which the award term set forth in Appendix A to 2 C.F.R. Part 25 is hereby incorporated by reference.
- i. Reporting Subaward and Executive Compensation Information (2 C.F.R. Part 170) pursuant to which the award term set forth in Appendix A to 2 C.F.R. Part 170 is hereby incorporated by reference.
- j. Office of Management and Budget ("OMB") Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement) (2 C.F.R. Part 180) including the requirement to include a term or condition in all lower tier covered transactions (contracts and subcontracts described in 2 C.F.R. Part 180, subpart B) that the award is subject to 2 C.F.R. Part 180 and Treasury's implementing regulation at 31 C.F.R. Part 19. See also **Section 11.** below.
- k. Recipient Integrity and Performance Matters pursuant to which the award term set forth in 2 C.F.R. Part 200, Appendix XII to Part 200 is hereby incorporated by reference.
- l. Governmentwide Requirements for Drug-Free Workplace 31 C.F.R. Part 20.
- m. New Restrictions on Lobbying 31 C.F.R. Part 21.
- n. Uniform Relocation Assistance and Real Property Acquisitions Act of 1970 (42 U.S.C. §§ 4601-4655) and implementing regulations.
- o. Generally applicable federal environmental laws and regulations.

4. **UNIFORM GUIDANCE:** The Contractor shall provide the Village with all business, financial, and performance records necessary to ensure that Village's internal control and monitoring practices comply with the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for federal awards, 2 C.F.R. Part 200.

5. **FEDERAL & STATE AUDITING:** As a condition of receiving state or federal financial assistance and as required by Sections 20.055(6)(c) and 215.97(5)(b), *Florida Statutes*, Treasury's Inspector General, the Government Accountability Office, the Division, the Chief Inspector General of the State of Florida, the Florida Auditor General, or any of their authorized representatives, shall enjoy the right of access to any documents, financial statements, papers, or other records of the Contractor, in electronic form or otherwise, which are pertinent to this Agreement, in order to make or conduct audits, investigations, examinations, excerpts, and transcripts. The right of access also includes timely and reasonable access to the Contractor's personnel for the purpose of interview and discussion related to such documents. The Contractor shall also keep all documents, financial statements, papers, or other financial or business records applicable to this Agreement in detail sufficient for a proper pre-audit and post-audit thereof for a *minimum of five (5) years after all Village funds have been expended or returned to Treasury, whichever is later*. For the purposes of this section, the term "Contractor" includes employees or agents, including all subcontractors or consultants to be paid from funds provided under this Agreement.

6. **TITLE VI OF CIVIL RIGHTS ACT:** As a sub-grantee of federal financial assistance, Contractor shall comply with Title VI of the Civil Rights Act of 1964, which prohibits recipients of federal financial assistance from excluding from a program or activity, denying benefits of or otherwise discriminating against a person on the basis of race, color, or national origin (42 U.S.C. §§ 2000d *et seq.*), as implemented by Treasury's Title VI regulations, 31 C.F.R. Part 22, which are herein incorporated by reference and made a part of this Agreement. Title VI also includes protection to persons with "Limited English Proficiency" in any program or activity receiving federal financial assistance, 42 U.S.C. §§ 2000d *et seq.*, as implemented by Treasury's Title VI regulations, 31 C.F.R. Part 22, and herein incorporated by reference and made a part of this Agreement. In addition, the Contractor shall ensure the following:

- a. Contractor shall ensure current and future compliance with Title VI of the Civil Rights Act of 1964, as amended, which prohibits exclusion from participation, denial of the benefits of, or subjection to discrimination under programs and activities receiving federal financial assistance, of any person in the United States on the ground of race, color, or national origin (42 U.S.C. § 2000d *et seq.*), as implemented by Treasury's Title VI regulations at 31 C.F.R. Part 22 and other pertinent executive orders such as Executive Order 13166, directives, circulars, policies, memoranda, and/or guidance documents.
- b. Contractor acknowledges that Executive Order 13166, "Improving Access to Services for Persons with Limited English Proficiency," seeks to improve access to federally assisted programs and activities for individuals who, because of national origin, have Limited English Proficiency ("LEP"). Contractor understands that denying a person access to its programs, services, and activities because of LEP is a form of national origin discrimination prohibited under Title VI of the Civil Rights Act of 1964 and Treasury's implementing regulations. Accordingly, the Contractor shall initiate reasonable steps, or comply with Treasury's directives, to ensure that LEP persons have meaningful access to its programs, services, and activities. The Contractor understands and agrees that meaningful access may entail providing language assistance services, including oral interpretation and written translation where necessary, to ensure effective communication in the Contractor programs, services, and activities.
- c. Contractor shall consider the need for language services for LEP persons when Contractor develops applicable budgets and conducts programs, services, and activities. As a resource, Treasury has published its LEP guidance at 70 FR 6067. For more information on taking reasonable steps to provide meaningful access for LEP persons, see: <http://www.lep.gov>.

- d. Contractor acknowledges and agrees that compliance with the assurances constitutes a condition of continued receipt of federal financial assistance and is binding upon Contractor and Contractor's successors, transferees, and assignees for the period in which such assistance is provided.

7. EQUAL OPPORTUNITY EMPLOYMENT: In accordance with 41 C.F.R. § 60-1.4(b), for any contract for construction work, or modification thereof, as defined in the regulations of the Secretary of Labor at 41 C.F.R. Chapter 60, which is paid for in whole or in part with funds obtained from the federal government or borrowed on the credit of the federal government pursuant to a grant, contract, loan, insurance, or guarantee, or undertaken pursuant to any federal program involving such grant, contract, loan, insurance, or guarantee, the Contractor hereby agrees as follows during the term of this Agreement:

- a. Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following:
 - i. Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.
- b. Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive considerations for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.
- c. Contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the Contractor's legal duty to furnish information.
- d. Contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the Contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- e. Contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
- f. Contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
- g. In the event of the Contractor's noncompliance with the nondiscrimination clauses of this Addendum or with any of the said rules, regulations, or orders, this Agreement may be canceled, terminated, or suspended in whole or in part and the Contractor may be declared ineligible for further government contracts or federally-assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

- h. Contractor will include the portion of the sentence immediately preceding subsection (a) of this section and the provisions of subsections (a) through (g) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The Contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance. Provided, however, that in the event a Contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency, the Contractor may request the United States to enter into such litigation to protect the interests of the United States.

8. COPELAND ANTI-KICKBACK ACT: For any contract for construction work, or modification thereof, Contractor shall adhere to the following:

- a. *Contractor.* Contractor shall comply with 18 U.S.C. § 874, 40 U.S.C. § 3145 and the requirements of 29 C.F.R. Part 3 as may be applicable, which are incorporated by reference into this Addendum.
- b. *Subcontracts.* Contractor or subcontractor shall insert into any subcontracts the clause in subsection 8(a) above and such other clauses as the U.S. Secretary of Labor may by appropriate instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all of these contract clauses.
- c. *Breach.* A breach of the above-referenced clauses may be grounds for termination of the applicable contract or subcontract, and for debarment as a contractor and subcontractor as provided in 29 C.F.R. § 5.12.

9. CONTRACT WORK HOURS & SAFETY STANDARDS ACT: For contracts exceeding \$100,000 and involving the employment of mechanics or laborers, Contractor must comply with 40 U.S.C. §§ 3702 and 3704, as supplemented by Department of Labor regulations (29 C.F.R. Part 5). Under 40 U.S.C. § 3702 of the Act, Contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. § 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous, or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation.

10. CLEAN AIR ACT AND THE FEDERAL WATER POLLUTION CONTROL ACT: For contracts exceeding \$150,000, Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. § 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. § 1251- 1387), and will report violations to the Federal Emergency Management Agency and the Regional Office of the Environmental Protection Agency.

11. OMB DEBARMENT & SUSPENSION: Contractor shall adhere to the following:

- a. This Agreement is a covered transaction for purposes of 2 C.F.R. Part 180 and 2 C.F.R. Part 3000. As such the Contractor is required to verify that neither the Contractor, its principals (defined at 2 C.F.R. § 180.995), nor its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).
- b. Contractor must comply with 2 C.F.R. Part 180, subpart C and 2 C.F.R. Part 3000, subpart C and must include a requirement to comply with these regulations in any lower tier covered transaction into which it enters.
- c. This certification is a material representation of fact relied upon by the Division. If it is later determined that Contractor did not comply with 2 C.F.R. Part 180, subpart C and 2 C.F.R. Part

3000, subpart C, in addition to remedies available to the Division, the federal government may pursue available remedies, including, but not limited to, suspension and/or debarment.

- d. If this Agreement is executed as part of a competitively-procured project, the Contractor as bidder or proposer agrees to comply with the requirements of 2 C.F.R. Part 180, subpart C and 2 C.F.R. Part 3000, subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The Contractor as bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

12. BYRD ANTI-LOBBYING AMENDMENT: If the Contractor entered into this Agreement under an application or bid for an award of \$100,000 or more, the Contractor shall file the required certification under the Byrd Anti-Lobbying Amendment, 31 U.S.C. § 1352 (as amended). Each tier certifies to the tier above that it will not and has not used federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Each tier shall also disclose any lobbying with non-federal funds that takes place in connection with obtaining any federal award. Such disclosures are forwarded from tier to tier up to the Contractor.

13. LOBBYING PROHIBITION: Use of state or federal funds for reimbursement of lobbying activities is strictly prohibited by law. In agreement for receipt of federal funds under this Agreement, Contractor certifies the following:

- a. No federal appropriated funds have been paid or will be paid, by or on behalf of the Contractor, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment or modification of any federal contract, grant, loan or cooperative agreement.
- b. If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this federal contract, grant, loan or cooperative agreement, the Contractor must complete and submit Standard Form-LLL, "Disclosure of Lobbying Activities."
- c. Contractor must require that this certification be included in applicable documents for all subawards (including subcontracts, subgrants, and contracts) under this Agreement and that all subrecipients shall certify and disclose.
- d. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

14. FEDERAL WHISTLEBLOWER PROTECTION: In accordance with 41 U.S.C. § 4712, the Contractor may not discharge, demote, or otherwise discriminate against an employee in reprisal for disclosing to any of the list of persons or entities provided below, information that the employee reasonably believes is evidence of gross mismanagement of a federal contract or grant, a gross waste of federal funds, an abuse of authority relating to a federal contract or grant, a substantial and specific danger to public health or safety, or a violation of law, rule, or regulation related to a federal contract (including the competition for or negotiation of a contract) or grant.

The list of persons and entities referenced in the paragraph above includes the following:

- a. A member of Congress or a representative of a committee of Congress;
- b. An Inspector General;

- c. The Government Accountability Office;
- d. A U.S. Treasury Department employee responsible for contract or grant oversight or management;
- e. An authorized official of the Department of Justice or other law enforcement agency;
- f. A court or grand jury; or
- g. A management official or other employee of the Contractor or any subcontractor who has the responsibility to investigate, discover, or address misconduct.

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

15. IMMIGRATION & NATIONALITY ACT: Contractor may not knowingly employ unauthorized alien workers; doing so constitutes a violation of the employment provisions contained in 8 U.S.C. § 1324a(e) [Section 274A(e) of the Immigration and Nationality Act ("INA")]. The Division shall consider the employment by any contractor of unauthorized aliens a violation of Section 274A(e) of the INA, and such violation will be grounds for unilateral cancellation of the Fund Agreement by the Division.

16. CONFLICTS OF INTEREST: The Contractor must disclose in writing to the U.S. Treasury Department or the pass-through entity, as appropriate, any potential conflict of interest affecting the awarded funds in accordance with 2 C.F.R. § 200.112.

17. INCREASING SEAT BELT USE IN THE UNITED STATES: Pursuant to Executive Order 13043, 62 FR 19217 (Apr. 18, 1997), Contractor is encouraged to adopt and enforce on-the-job seat belt policies and programs for their employees when operating company-owned, rented or personally owned vehicles.

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

19. STATE EXPENDITURES: Contractor's expenditures of state or federal financial assistance must be in compliance with the laws, rules and regulations applicable to expenditures of funds disbursed by the State of Florida, including but not limited to, the Reference Guide for State Expenditures.

20. PUBLICATIONS: Any publications produced pursuant to this Agreement must display the following language: "*This project [is being] [was] supported, in whole or in part, by federal award number [enter project FAIN] awarded to Village by the U.S. Department of the Treasury.*"

21. SURVIVAL: Upon expiration of the enabling Agreement, in addition to any other provisions of this Addendum that state survival after termination or expiration of this Addendum, and notwithstanding expiration, completion or termination of the Addendum, the Contractor shall continue to be bound by the provisions of this Addendum that, by their nature, shall survive such completion or termination, including without limitation provisions relating to recordkeeping and auditing.