



Pinellas County Housing Authority  
Dean Robinson Administration Building  
11479 Ulmerton Road  
Largo, FL 33778

## **INVITATION FOR BID**

**IFB # 18-004**

**FOR**

**ROOF REPLACEMENT AT  
CRYSTAL LAKES MANOR APARTMENTS**

**MARCH 12, 2018**



PROJECT TITLE: Roof Replacement at Crystal Lakes Manor Apartments  
TO: All Qualified Contractors  
DATE: March 12, 2018  
SUBJECT: Invitation for Bid (IFB) # 18-004

Pinellas County Housing Authority (PCHA) herein solicits bids from qualified, responsible, licensed Contractors interested in performing roof replacement requirements at Crystal Lakes Manor Apartments, located at 4100 62<sup>nd</sup> Avenue North, Pinellas Park, Florida, 33781 in accordance with all applicable state and federal regulations, the requirements of PCHA and the U.S. Department of Housing and Urban Development (HUD).

Each Bidder shall submit one (1) unbound original and one (1) exact copy of its Bid to the Pinellas County Housing Authority. Bids shall be enclosed in a sealed envelope addressed to the attention of: Ray DiRusso, Director of Compliance, 11479 Ulmerton Road, Largo, Florida 33778. **Bids will be accepted until 2:00 p.m. Eastern Standard Time (EST), on Monday, April 2, 2018.**

**Bids must be clearly marked – IFB #18-004 – Roof Replacement at Crystal Lakes Manor Apartments.**

Any Bids received after the specified time and date will not be accepted. All Bids must be received and time-date stamped by a PCHA employee at the address listed above, on or before the above specified time and date. If you choose to mail in your Bid, it must be mailed return receipt requested and arrive by the specified time, regardless of the postmark date. THERE WILL BE NO EXCEPTIONS.

By submission of a Bid the Bidder agrees, if its Bid is accepted, to enter into a contract with the Housing Authority to complete all work as specified or indicated in the contract documents, for the contract price and within the contract time indicated in the attached IFB #18-004. The Bidders further accept all of the terms and conditions of the IFB.

A Pre-Bid Conference will be held at the Crystal Lakes Manor Community Center located at 4100 62<sup>nd</sup> Avenue North, Pinellas Park, Florida, 33781 at 9:00 a.m. EST, on Monday, March 19, 2018. Although not mandatory, it is strongly recommended that all interested Bidders attend.

**IMPORTANT NOTICE: PCHA reserves the right to request additional information and/or submission of documents concerning any and/or all bids submitted. A request for additional information will be faxed to bidder within 48 hours of the deadline established by PCHA for submission of additional information. Bidders are strongly encouraged to be prepared to respond.**

**Bids shall be prepared in accordance with instructions contained within the IFB and shall remain valid for 90 days. PCHA reserves the right to reject any or all Bids if such action is in the best interest of the Housing Authority and to waive any and/or all informalities and minor irregularities. PCHA reserves the right to cancel this solicitation for any reason it deems is in the best interest of the agency.**

Sincerely,  
Debra Johnson  
Executive Director

**INVITATION FOR BID**

**IFB #18-004**

**ROOF REPLACEMENT AT**  
**CRYSTAL LAKES MANOR APARTMENTS**

The Pinellas County Housing Authority (PCHA) is soliciting bids from qualified, responsible, licensed Contractors interested in performing roof replacement requirements at Crystal Lakes Manor Apartments, with its management office located at 3802 62<sup>nd</sup> Avenue North, Pinellas Park, Florida, 33781, in accordance with all applicable state and federal regulations, the requirements of PCHA and the U.S. Department of Housing and Urban Development (HUD).

**PROPOSED SCHEDULE**

- |  |  |
|--|--|
| <input type="checkbox"/> <b>March 12, 2018</b> | <b>Issue Invitation for Bid</b>            |
| <input type="checkbox"/> <b>March 12, 2018</b> | <b>IFB Document Ready for Distribution</b> |
| <input type="checkbox"/> <b>March 19, 2018</b> | <b>Pre-Bid Conference</b>                  |

A Pre-Bid Conference will be held at the Crystal Lakes Manor Apartments Community Center located at 4100 62<sup>nd</sup> Avenue North, Pinellas Park, Florida, 33781, at 9:00 a.m. EST, on Monday, March 19, 2018. Although not mandatory, it is strongly recommended that all interested parties attend.

- |   |                                      |
|---|--------------------------------------|
| <input type="checkbox"/> <b>April 2, 2018</b> | <b>Bids are due by 2:00 p.m. EST</b> |
|---|--------------------------------------|

If you are interested in submitting a bid, please visit our website at <http://www.pinellashousing.com/do-business-with-pcha/business-opportunities/> and click on the Housing Agency Marketplace logo to download the solicitation documents. PCHA reserves the right to request additional information concerning any and/or all Bids submitted. If you are hearing or speech-impaired, call the TDD number-(800) 955-8770, or TTY number-(800) 955-8771, for further assistance.

**PCHA RESERVES THE RIGHT TO REJECT ANY OR ALL BIDS IF SUCH ACTION IS IN THE BEST INTEREST OF THE HOUSING AUTHORITY AND TO WAIVE ANY AND/OR ALL INFORMALITIES AND MINOR IRREGULARITIES. PCHA RESERVES THE RIGHT TO CANCEL THIS SOLICITATION FOR ANY REASON IT DEEMS IS IN THE BEST INTEREST OF THE AGENCY.**

**TABLE OF CONTENTS**

<b>INTRODUCTION</b>	<b>NOTICE OF INTENT</b>	<b>1</b>
<b>SECTION A</b>	<b>TYPE OF CONTRACT</b>	<b>1</b>
<b>SECTION B</b>	<b>SCOPE OF WORK</b>	<b>2</b>
<b>SECTION C</b>	<b>DUE DATE OF BID</b>	<b>2</b>
<b>SECTION D</b>	<b>INSTRUCTIONS TO BIDDERS</b>	<b>3</b>
<b>SECTION E</b>	<b>REQUIRED CERTIFICATIONS</b>	<b>3</b>
<b>SECTION F</b>	<b>MANDATORY CLAUSES</b>	<b>4</b>
<b>SECTION G</b>	<b>INSURANCE</b>	<b>5</b>
<b>SECTION H</b>	<b>SUBMISSION REQUIREMENTS</b>	<b>9</b>
<b>SECTION I</b>	<b>M/WBE PARTICIPATION</b>	<b>10</b>
<b>SECTION J</b>	<b>LIST OF ATTACHMENTS</b>	<b>11</b>

**EXHIBITS**

- A – Form HUD 5369, Instructions to Bidders for Contracts, Public and Indian Housing Programs
- B – Mailing Label
- C – Bid Package Checklist
- D – Bid Proposal Form
- E – Bid Bond-Sample Form (5% bid bond required with bid)
- F – Schedule of Values
- G – Statement of Bidder’s Qualifications
- H – Form HUD 5369-A, Representations, Certifications, and Other Statements of Bidders, Public and Indian Housing Programs
- I – Form HUD 5370, General Conditions for Construction Contracts- Public Housing Programs
- J – Certification of Acceptance, HUD Form 5370, General Conditions for Construction Contracts- Public Housing Programs
- K – Not Used
- L – Non-Collusive Affidavit of Contractor/Subcontractor
- M – Sworn Statement Pursuant to Section 287.133(3)(a), Florida Statutes, on Public Entity Crimes
- N – Certification of Authorization to Execute Bid/Contract on Behalf of Company
- O – Minority and Woman-Owned Business Enterprise (M/WBE) Certificate (to be provided by Contractor, if applicable)
- P – M/WBE Utilization Summary
- Q – Not Used
- R – Listing of All Contracts from the Past Three (3) Years
- S – Sample Contract
- T – Notice to Proceed-Sample Form
- U – Labor and Material Payment Bond-Sample Form
- V – Performance Bond-Sample Form
- W – Not Used
- X – Scope of Work-Roof Replacements at Crystal Lakes Manor Apartments (13 Buildings)
- Y – Crystal Lakes Manor Apartments Site Plan
- Z – Contract Provisions-2 CFR 200.326

**INVITATION FOR BID # 18-004**  
**ROOF REPLACEMENT**  
**AT CRYSTAL LAKES MANOR APARTMENTS**

**NOTICE OF INTENT TO RECEIVE BIDS**

In accordance with the U.S. Department of Housing and Urban Development (HUD) Handbook 7460.8 REV-2, Florida Statutes, 2 CFR 200.317-326 and other applicable laws, the Pinellas County Housing Authority (PCHA) formally requests competitive bids from qualified, responsible, licensed contractors interested in performing roof replacement requirements at Crystal Lakes Manor Apartments, located at 4100 62<sup>nd</sup> Avenue North, Pinellas Park, Florida, 33781, in compliance with the requirements of PCHA and the U.S. Department of Housing and Urban Development (HUD).

**SECTION A**

A-1 Type of Contract

The Pinellas County Housing Authority contemplates the award of a firm fixed price contract resulting from this solicitation. The term of this contract shall be thirty-five (35) business days from issuance of Notice to Proceed or receipt of required permits (if applicable), whichever is later.

**SECTION B**

B-1 Overview of Project

The Pinellas County Housing Authority

PCHA is a body, corporate and politic, established by the State of Florida pursuant to Chapter 421, Florida Statutes. PCHA is subject to all State, County and City ordinances and regulations. PCHA's mission is ". . . to provide safe, quality housing for persons in need and to cultivate healthy, vibrant neighborhoods for Pinellas County". A five (5) member Board of Commissioners, authorized by State law and appointed by the Governor of the State of Florida, is responsible for the development of housing authority policy. Housing authority operations and recommendations regarding planning strategies are the responsibility of PCHA's Executive Director to carry out.

PCHA owns, manages, and maintains two (2) public housing developments for a total of 331 public housing units; five (5) affordable housing developments totaling 1,061 affordable units; and a 48-unit property operating under Section 8 New Construction for a grand total of 1,440 owned housing units. All of PCHA's properties are managed and operated by PCHA employees. PCHA also administers approximately 3,900 Section 8 Housing Choice Vouchers.

PCHA receives funding from the United States Department of Housing and Urban Development (HUD) and is entitled to apply for funding to acquire, construct, modernize, maintain, and operate housing developments. In addition, PCHA

administers several programs funded and regulated by HUD. These programs include conventional, rental assistance and community development components. HUD previously used the Public Housing Assessment System (PHAS), 24 CFR Part 902, to annually rate the effectiveness of Public and Indian Housing Authorities' operations. PCHA attained a rating of "high performer" status in its annual PHAS score. HUD is currently revising the rating and scoring process to conform to asset management requirements. It is the goal of PCHA to maintain high performer status in any subsequent scoring program.

### Crystal Lakes Manor Apartments

Crystal Lakes Manor Apartments consists of 236 dwelling units spread throughout a nineteen (19) acre development with its management office located at 3802 62<sup>nd</sup> Avenue North, Pinellas Park, Florida. Crystal Lakes Manor was built in 1999. There are fifty-three (53) single story buildings: forty-eight (48) dwelling buildings, four (4) laundry facilities, and a Community Center. Crystal Lakes Manor is a senior development and serves the elderly, disabled and handicapped. Crystal Lakes Manor is owned by an instrumentality of PCHA, the Palm Lake Village Housing Corporation.

### B-2 Scope of Work

Furnish all labor, materials, and equipment necessary to perform the Roof Replacement on thirteen (13) buildings at Crystal Lakes Manor Apartments as further described in the scope of work located in Exhibit X.

## **SECTION C**

### C-1 Due Date of Bid

Bids are due at the Pinellas County Housing Authority Central Office by 2:00 p.m. Eastern Standard Time (EST) on Monday, April 2, 2018, mailed or delivered to the attention of:

Ray DiRusso, Director of Compliance  
Pinellas County Housing Authority  
11479 Ulmerton Road  
Largo, FL 33778

Any questions regarding this IFB must be submitted in writing and shall be directed to Ms. Danielle Leishman, by email at [dleishman@pinellashousing.com](mailto:dleishman@pinellashousing.com) or through the Housing Agency Marketplace website.

### C-2 Contract Award

A contract shall be awarded in accordance with the terms of Form HUD 5369, Instructions to Bidders for Contracts, Public and Indian Housing Programs, attached hereto as Exhibit A, and its Procurement Policy. The Executive Director shall make a final recommendation to the Board of Commissioners. The Board of Commissioners will make the final selection of the firm to be awarded the contract.

A contract will be awarded to the Bidder whose bid best meets the needs and requirements of PCHA for the best value. Failure to meet the threshold requirements may result in rejection of the bid. PCHA reserves the right to reject any and all bids, to award one or more contracts or no contract.

## **SECTION D**

### **D-1 Instructions to Bidders**

See Exhibit A, HUD Form 5369, Instructions to Bidders for Contracts, Public and Indian Housing Programs. PCHA hereby excludes Item 5, Late Submissions, Modifications from HUD Form 5369.

## **SECTION E**

### **E-1 Required Certifications**

See Exhibit H, Form HUD 5369-A, Representations, Certifications, and other Statements of Bidders, Public and Indian Housing Programs.

### **E-2 Acceptance of Bids**

Bid must be signed, sealed and received in completed form at the Pinellas County Housing Authority located at 11479 Ulmerton Road, Largo, FL 33778, no later than the bid submission time and date. Bids submitted after the designated date and hour will not be accepted for any reason.

PCHA reserves the right to accept or reject any or all Bids, to take exception to these IFB specifications or to waive any irregularities and/or informalities. Bidder may be excluded from further consideration for failure to comply fully with the specifications of this IFB.

PCHA also reserves the right to reject the Bid of any Bidder who has previously failed to perform properly, or to complete on time, contract(s) of a similar nature; who is not in a position to perform the contract, or who habitually and without just cause neglected the payment of bills or otherwise disregarded its obligations to subcontractors, providers of materials, or employees.

### **E-3 Confidential Material**

Any material submitted by a Bidder that is to be considered as confidential must be clearly marked as such. In accordance with Florida Statutes, Chapter 119 regarding Public Records, all bids are subject to public inspection.

### **E-4 Financial Statements**

The Bidder may be requested to submit current financial statements. Furthermore, the Bidder shall disclose any past or current litigation to which it is a party and the amount in controversy or potential liability.

#### E-5 Withdrawal of Bids

Bid may be withdrawn on a written or telegraphic (faxed) request dispatched by the Bidder in time for delivery in the normal course of business prior to the time specified herein for bid receipt, provided that written confirmation of any telegraphic withdrawal with the signature of the Bidder is placed in the mail and postmarked prior to the time specified herein for bid receipt. Negligence on the part of the Bidder in preparing its Bid confers no right of withdrawal or modification of its bid after the due date and time specified herein.

#### E-6 Incurring Costs

PCHA is not liable for any costs incurred by any Bidder prior to issuance of a Notice to Proceed. In general, no pre-contract costs will be paid to the successful Bidder.

All costs incurred in the preparation and presentation of Bid shall be wholly borne by each Bidder. All supporting documentation and manuals submitted with each Bid will become the property of PCHA unless otherwise indicated by the Bidder at the time of submission.

PCHA agrees to provide to the successful Bidder, upon request, no more than three sets of drawings and specifications for building permits.

#### E-7 Third Party Claims on Services or Software

If the proposed services include the use of products or services of another company, PCHA will hold the Bidder responsible for the proposed services. In addition, the Bidder shall hold PCHA harmless from any third party legal claims involving the use by PCHA of any software product or technique provided.

#### E-8 Ineligible Contractors

PCHA is prohibited from making any awards to contractors or accepting as subcontractors any individuals or firms that are on the GSA List of Parties Excluded from Federal Procurement and Non-procurement Programs.

#### E-9 Award of Contracts

A contract shall be awarded according to the criteria specified herein, provided the bid is in the best interest of PCHA. The Bidder to whom an award is made will be notified at the earliest practical date. An award may be subject to HUD approval.

### **SECTION F**

#### F-1 Mandatory Clauses

See Exhibit I – Form HUD 5370, General Conditions for Construction Contracts-Public Housing Programs (excluding Clause 40, Employment, Training, and Contracting Opportunities for Low Income Persons, Section 3 of the Housing and Urban Development Act of 1968 and Clause 46, Labor Standards-Davis-Bacon and Related Acts) and Exhibit Z – Contract Provisions required by 2 CFR 200.326.



## **SECTION G**

### **G-1 Insurance**

The successful Bidder shall be required to furnish original Certificates of Insurance evidencing the required coverage to be in force on the date of the Contract, and Renewal Certificates of Insurance, or a copy of the policy, if the coverage has an expiration or renewal date occurring during the term of this Contract or extensions thereof. The receipt of any certificates does not constitute agreement by PCHA that the insurance requirements in the Contract have been fully met or that the insurance policies indicated on the certificates comply with all Contract requirements. The insurance policies shall provide for thirty (30) days prior written notice to be given to PCHA in the event coverage is substantially changed, canceled, or non-renewed.

The Bidder shall require all subcontractors to carry the insurance required herein, or the Bidder may provide the coverage for any or all subcontractors, and, if so, the Certificate of Insurance or copy of the policy submitted shall so stipulate.

The Bidder and all subcontractors agree that insurers shall waive their rights of Subrogation against the Pinellas County Housing Authority.

The Bidder expressly understands and agrees that any insurance or self insurance programs maintained by the Pinellas County Housing Authority shall apply in excess of and not contribute with insurance provided by the successful Bidder and subcontractors under the Contract.

- (a) The successful Bidder shall procure and maintain at its sole cost and expense for the duration of this Contract, insurance against claims for injuries to persons or damages to Properties which may arise from or in connection with the performance of the work hereunder by Bidder, its agents, representatives, volunteers, employees or subcontractors. Bidder acknowledges that it has familiarized itself with the extent and scope of work to be performed and certifies that its insurance policies provide coverage for losses that might arise from the types of hazards to be found herein.
1. Bidder's insurance coverage shall be primary and noncontributory with respect to PCHA, its officials, employees and volunteers.
  2. To the extent that subcontractors may be used, Bidder shall include all subcontractors as Additional Insured under its policies or shall furnish separate certificates and endorsements for each subcontractor. All coverages for subcontractors shall be subject to all of the requirements stated herein.
  3. Certificates of insurance and endorsements shall be furnished to PCHA and approved by PCHA before services are furnished. PCHA must be named as an "Additional Insured".

4. The following standard insurance policies shall be required:
    - i. Commercial General Liability Policy
    - ii. Workers' Compensation Policy
    - iii. Automobile Liability
  5. Approval, disapproval or failure to act by PCHA regarding any insurance supplied by Bidder shall not relieve Bidder of full responsibility or liability for damages and accident as set forth in the contract documents. Neither shall the bankruptcy, insolvency or denial of liability by the insurance company exonerate Bidder from liability.
- (b) The following requirements are applicable to all policies:
1. Commercial General Liability and Workers Compensation insurance shall be written by a carrier with an A-VII or better rating in accordance with current A.M. Best Key Rating Guide.
  2. Only insurance carriers licensed or duly authorized to do business in the State of Florida will be accepted.
  3. Only deductibles applicable to property damage are acceptable; if applicable they must be shown on the certificate of insurance and approved by PCHA.
  4. "Claims made" policies will not be accepted.
  5. PCHA, its officers, employees, and volunteers are to be added as "Additional Insured" to all required policies. The coverage shall contain no special limitations on the scope of protection afforded to PCHA, its officials, employees, or volunteers.
  6. Each insurance policy shall be endorsed to state that coverage shall not be suspended, voided, canceled, non-renewed or reduced in coverage or in limits except after thirty (30) days prior written notice to PCHA.
  7. Upon request, certified copies of all insurance policies shall be furnished to PCHA.
- (c) **COMMERCIAL GENERAL LIABILITY INSURANCE.** The following Commercial General Liability Insurance is required:
1. Minimum Limits of \$500,000 per Occurrence with an annual Aggregate of \$2,000,000 for Bodily Injury, Personal Injury and Property Damage.
  2. Coverage shall be provided for premises/operations and product/completed operations hazards.
  3. The ISO Commercial General Liability Policy form (Acord 25 2009/09)

or broader with no deletions of coverage. Any exclusions, changes or limitations of coverage must be submitted with Contractor's written bid and must be approved by the PCHA risk manager.

(d) **WORKERS' COMPENSATION INSURANCE.** The following Workers' Compensation is required:

1. Minimum Employer's Liability limits of:
  - (a) By Accident – Florida Statutory Limit.
  - (b) By Disease – Florida Statutory Limit.
2. A Waiver of subrogation in favor of PCHA must be endorsed to the policy.
3. "Florida," must appear in item 3A of the declarations page of item 3C must contain the following: "All states except those in Item 3A and the state of NV, ND, OH, WA, WV, and WY.

(e) **AUTOMOBILE LIABILITY.** The following Automobile Liability Insurance will be required:

1. On Owned, Non-owned or Hired motor vehicles used on the site or in connection therewith, a minimum Combined Single limit of \$500,000, each Accident for Bodily Injury and Property Damage.
2. PCHA, its officers, employees and volunteers, shall be added as "Additional Insured".
3. Insurance Services Office Business Auto coverage form (Acord 25 2009/09) or broader with symbol 1, "*any auto*" shown in the *Covered Autos* portion of the declarations page.
4. PCHA, its officers, employees and volunteers, shall be added as "Additional Insured".
5. There shall be no special limitations regarding the scope of protection afforded to PCHA, its officials, employees or volunteers.

(f) **CERTIFICATES OF INSURANCE.** All Certificates of Insurance shall have the following:

Certificates of Insurance shall be prepared and executed by the insurance company or its authorized agent, and shall contain provisions warranting the following:

1. The company is authorized to do business in the State of Florida.
2. The insurance set forth by the insurance company is written on forms, which have been approved by the Florida State Board of Insurance or ISO.

3. Sets forth all endorsement and insurance coverages according to requirements and instructions contained herein.
  4. Shall specifically set forth the notice of cancellation, termination, or change in coverage provisions to PCHA.
  5. Original endorsements affecting coverage required by this section shall be furnished with the certificates of insurance.
- (g) VERIFICATION OF COVERAGE. The following requirement pertains to all Certificates of Insurance. Bidder shall furnish PCHA with certificate of insurance and with original endorsements effecting coverage by this clause. The certificates and endorsements for each policy are to be signed by a person authorized by that insurer to bind coverage on its behalf and written on forms which have been approved by the Florida Department of Insurance or Insurance Services Office. They must set forth all coverage and deductibles as well as the notice of cancellation, termination or change in coverage provisions to PCHA according to requirements and instructions contained herein. Certificates of Insurance (or certified copies of policies) and any required endorsements shall be furnished to and approved by PCHA before work commences. PCHA reserves the rights to require complete, certified copies of all required insurance policies at any time.

#### G-2 Indemnification

The successful Bidder will be required to protect, defend, indemnify, keep, save, and hold PCHA, its officers, officials, employees and agents, free and harmless from and against any and all liabilities, losses, penalties, damages, settlements, environmental liability, costs, charges, professional fees or other expenses or liabilities of every kind, obligations, actions, suits, judgments of settlements, proceedings of causes of action of every kind, nature and character (collectively, "Claims") in connection with or arising directly or indirectly out of the acts or omissions and/or the performance thereof by the successful Bidder, its officers, officials, agents, employees, and subcontractors, including, but not limit to, the enforcement of, the indemnification provision. The successful Bidder will be further required to investigate, handle, respond to, provide defense for and defend all suits for any and all Claims, at its sole expense and agrees to bear all other costs and expenses related thereto, even if the Claims are considered groundless, false or fraudulent.

PCHA will have the right, at its option and at its expense, to participate in the defense of any suit, without relieving the successful Bidder of any of its obligations under this indemnity provision. The indemnities to be set forth in the contract resulting from this IFB will survive the expiration or termination of that Contract.

#### G-3 Rules, Regulations, and Licensing Requirements

Each Bidder and its staff must possess all of the required State of Florida licenses, as well as all other licenses required by Pinellas County to perform in accordance

with the contract scope of services herein. In addition, the Bidder shall comply with all laws, ordinances and regulations applicable to the scope of services contemplated herein. The successful Bidder is presumed to be familiar with all federal, state and local laws, ordinances, codes, rules and regulations.

#### G-4 Assignment

The successful Bidder shall not enter into any subcontracts, retain consultants, or assign, transfer, convey, sublet, or otherwise delegate its obligations under the contract resulting from this IFB, or any or all of its rights, title or interest therein, or its power to execute such contract to any person, company or corporation without the prior written consent and approval of PCHA.

### **SECTION H**

#### H-1 Submission Requirements

Bids are to be submitted in accordance with Form HUD 5369, Instructions to Bidders for Contracts, Public and Indian Housing Programs. Bidders shall submit one unbound original and one (1) exact copy of its bid. Each bid package shall incorporate the following elements:

1. **The name of the Bidder, the location of the principal place of business.**
2. The following forms must be included:
  - One completed and signed copy of PCHA's **Bid Proposal Form**
  - One completed and signed **Bid Bond**
  - **Schedule of Values** to correspond with Bid amount
  - One completed, signed and notarized **Statement of Bidder's Qualifications**
  - One completed and signed copy of HUD **Form 5369-A**, Representations, Certifications, and other Statement of Bidders, Public and Indian Housing Programs
  - One completed and signed copy of the **Certification of Acceptance of Form HUD 5370, General Conditions for Construction Contracts-Public Housing Programs**
  - One completed, signed, and notarized **Non-Collusive Affidavit of Contractor/Subcontractor**
  - One completed, signed, and notarized **Sworn Statement Pursuant to Sections 287.133(3)(a) Florida Statutes, on Public Entity Crimes**
  - One completed and signed copy of Bidder's **Certification of Authorization to Execute Bid/Contract on Behalf of Company**
  - One copy of Contractor's or Sub-contractor's **Minority and/or Woman-Owned Business Certificate**, if applicable

- One completed and signed copy of PCHA's **M/WBE Utilization Summary (form is required, regardless of level of participation)**
- **Listing of all contracts from the past three (3) years.** PCHA will choose from this list to check references on past projects. Please include company/customer name, contact name, and contact phone and e-mail addresses.

**Please list the physical address of the property where the contracted work was performed.**

- Proof of Insurance
- Appropriate Certificate/License
- Acknowledgement of Receipt of Documents for all Addenda issued, if applicable

Alterations to the bid, or the terms and conditions in this IFB shall be grounds for rejecting the entire bid. Late bids shall not be accepted for ANY reason.

The IFB, as a general requirement, specifies that all work be performed in accordance with professional standards, HUD regulations, requirements and criteria, local codes, regulation ordinances, and statutes. It is PCHA's full expectation and it will be a contractual requirement that the successful respondent fully and routinely meet this requirement. Therefore, PCHA will carefully monitor and audit performance to ensure such performance.

## **SECTION I**

### **I-1 M/WBE Participation**

In accordance with 2 CFR Part 200.321, it is PCHA's goal to have minority and women-owned business enterprise (M/WBE) participation in 50% of all of its contracts. Therefore, the selected Bidder's firm that is not 51% minority or women-owned (non-M/WBE) will be required to take all necessary affirmative steps to assure that minority and women's business enterprises are used whenever possible. **All Bidders must submit PCHA's M/WBE Utilization Summary form (Exhibit P, hereto) as part of their Proposal.** Certified M/WBE firms must submit copies of its Certification from any governmental certifying agency.

PCHA encourages joint ventures and/or partnerships with qualified minority and women-owned firms. The names of all contractors/subcontractors whom a Bidder is interested in forming a joint venture or partnership with on this project should be included in the Proposal. PCHA reserves the right at its own discretion to reject any subcontractor recommended in the proposal.

Each joint venture business must submit all forms required herein. Each M/WBE business must submit a statement of its intent to participate and its M/WBE certification with the proposal. In addition, the joint venture partnership agreement must be provided with the proposal.

## **SECTION J**

### **J-1 List of Attachments**

The following attachments are required and/or included as part of this IFB and shall be incorporated into the Bidder's bid/contract:

- Exhibit A: Form HUD 5369, Instructions to Bidders for Contracts, Public and Indian Housing Programs
- Exhibit B: Mailing Label
- Exhibit C: Bid Package Checklist
- Exhibit D: Bid Proposal Form
- Exhibit E: Bid Bond-Sample Form (5% bid bond required with bid)
- Exhibit F: Schedule of Values
- Exhibit G: Statement of Bidder's Qualifications
- Exhibit H: Form HUD 5369-A, Representations, Certifications, and Other Statements of Bidders, Public and Indian Housing Programs
- Exhibit I: Form HUD 5370, General Conditions for Construction Contracts-Public Housing Programs
- Exhibit J: Certification of Acceptance, HUD Form 5370, General Conditions for Construction Contracts-Public Housing Programs
- Exhibit K: Not Used
- Exhibit L: Non-Collusive Affidavit of Contractor/Subcontractor
- Exhibit M: Sworn Statement Pursuant to Section 287.133(3)(a), Florida Statutes, on Public Entity Crimes
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- Exhibit O: Minority and Woman-Owned Business (M/WBE) Certificate (to be provided by Contractor, if applicable)
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- Exhibit Q: Not Used
- Exhibit R: Listing of All Contracts from the Past Three (3) Years
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- Exhibit T: Notice to Proceed-Sample Form
- Exhibit U: Labor and Material Payment Bond-Sample Form
- Exhibit V: Performance Bond-Sample Form
- Exhibit W: Not Used
- Exhibit X: Scope of Work-Roof Replacement at Crystal Lakes Manor Apartments (13 Buildings)
- Exhibit Y: Crystal Lakes Manor Apartments Site Plan99
- Exhibit Z: Contract Provisions-2 CFR 200.326

**End of IFB Document**



**EXHIBIT A**

**Form HUD 5369, Instructions to Bidders for Contracts,  
Public and Indian Housing Programs**



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

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

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## Public and Indian Housing Programs

### Table of Contents

Clause	Page
1. Bid Preparation and Submission	1
2. Explanations and Interpretations to Prospective Bidders	1
3. Amendments to Invitations for Bids	1
4. Responsibility of Prospective Contractor	1
5. Late Submissions, Modifications, and Withdrawal of Bids	1
6. Bid Opening	2
7. Service of Protest	2
8. Contract Award	2
9. Bid Guarantee	3
10. Assurance of Completion	3
11. Preconstruction Conference	3
12. Indian Preference Requirements	3

### 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 —

Pinellas County Housing Authority  
Attn: Executive Director  
11479 Ulmerton Road  
Largo FL 33778

[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, except 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.



**EXHIBIT B**

**Mailing Label**

Use the label below on  
package when returning  
bid response.



**IFB# 18-004-Roof Replacement at Crystal Lakes Manor Apartments**

Bid Opening Date: Monday, April 2, 2018 at 2:00 p.m.

Bidder: \_\_\_\_\_

Return Bid To:

PINELLAS COUNTY HOUSING AUTHORITY

ATTN: RAY DIRUSSO, DIRECTOR OF COMPLIANCE AND DEVELOPMENT SERVICES

11479 ULMERTON ROAD

LARGO, FL 33778



**EXHIBIT C**

**Bid Package Checklist**





## Bid Package Checklist

### IFB# 18-004 Roof Replacement at Crystal Lakes Manor Apartments

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

Business Address: \_\_\_\_\_

*Bidders shall submit one unbound, clearly marked original (with ink signatures), and one exact copy of its bid.*

The following forms **MUST** be completed and submitted on or before bid opening time:

- \_\_\_\_\_ Mailing Label-to be placed on face of package (Exhibit B)
- \_\_\_\_\_ Bid Package Checklist (Exhibit C)
- \_\_\_\_\_ Bid Proposal Form (Exhibit D) **REQUIRED**
- \_\_\_\_\_ Bid Bond (original with raised seal) (Exhibit E) **REQUIRED**
- \_\_\_\_\_ Schedule of Values (Exhibit F) **REQUIRED**
- \_\_\_\_\_ Statement of Bidder's Qualifications [notarized] (Exhibit G) **REQUIRED**
- \_\_\_\_\_ HUD Form 5369-A, Representations, Certifications, and other Statement of Bidders, Public and Indian Housing Programs (Exhibit H) **REQUIRED**
- \_\_\_\_\_ Certification of Acceptance of HUD 5370-General Conditions for Construction Contracts, Public and Indian Housing Programs (Exhibit J) **REQUIRED**
- \_\_\_\_\_ Non-Collusive Affidavit of Contractor/Subcontractor [notarized] (Exhibit L) **REQUIRED**
- \_\_\_\_\_ Sworn Statement Pursuant to Sections 287.133(3)(a) Florida Statutes, on Public Entity Crimes [notarized] (Exhibit M) **REQUIRED**
- \_\_\_\_\_ Certification of Authorization to Execute Bid/Contract on Behalf of Company (Exhibit N) **REQUIRED**
- \_\_\_\_\_ Minority and/or Woman-Owned Business Certificate, if applicable (Exhibit O)
- \_\_\_\_\_ M/WBE Utilization Summary (Exhibit P) **REQUIRED**
- \_\_\_\_\_ Listing of All Contracts from the Past Three (3) Years (Exhibit R) **REQUIRED**
- \_\_\_\_\_ Certificate of Liability Insurance **REQUIRED**
- \_\_\_\_\_ Copies of Appropriate Certificate(s)/License(s) **REQUIRED**
- \_\_\_\_\_ Acknowledgement of Receipt of Documents, if applicable

**Failure to complete, sign where required, have notarized where required, and return the above bid documents with your bid may render it non-responsive.**



**EXHIBIT D**

**Bid Form**

**BID FORM**

**DATE:** \_\_\_\_\_

**The Pinellas County Housing Authority**

**For: IFB# 18-004-Roof Replacement at Crystal Lakes Manor Apartments**

**To Whom It May Concern:**

The undersigned, hereinafter called "Bidder," having visited the site of the proposed project and familiarized himself with the local conditions, nature and extent of the Work, and having examined carefully the Specifications, the Form of Agreement, and other Contract Documents and the requirements therein, proposes to furnish all labor, materials, equipment and other items, facilities, and services for the proper execution and completion of the Roof Replacement at Crystal Lakes Manor Apartments in full accordance with the Advertisement for Bid, Invitation to Bid, Instructions to Bidders, and all other documents relating thereto, on file in the office of the Pinellas County Housing Authority and, if awarded the Contract, to complete the said Work within the time limits specified or stipulated herein for the following Bid Price.

Base Bid:                      Firm-fixed Fee to complete **all** of the work specified                      \_\_\_\_\_

Deductive Alternate Number:

- 1    Firm-fixed Fee to delete all work pertaining to    Building 14 South    \_\_\_\_\_
- 2    Firm-fixed Fee to delete all work pertaining to    Building 14 North    \_\_\_\_\_
- 3    Firm-fixed Fee to delete all work pertaining to    Building 7 North    \_\_\_\_\_
- 4    Firm-fixed Fee to delete all work pertaining to    Building 22    \_\_\_\_\_
- 5    Firm-fixed Fee to delete all work pertaining to    Building 23    \_\_\_\_\_
- 6    Firm-fixed Fee to delete all work pertaining to    Building 26    \_\_\_\_\_
- 7    Firm-fixed Fee to delete all work pertaining to    Building 5    \_\_\_\_\_
- 8    Firm-fixed Fee to delete all work pertaining to    Building 6 South    \_\_\_\_\_
- 9    Firm-fixed Fee to delete all work pertaining to    Building 6 North    \_\_\_\_\_
- 10    Firm-fixed Fee to delete all work pertaining to    Building 10 South    \_\_\_\_\_

- 11 Firm-fixed Fee to delete all work pertaining to Building 10 North \_\_\_\_\_
- 12 Firm-fixed Fee to delete all work pertaining to Building 15 South \_\_\_\_\_
- 13 Firm-fixed Fee to delete all work pertaining to Building 15 North \_\_\_\_\_

- **Provide cost per sheet of 4' x 8' x 3/4" plywood for change order/credit purposes, if needed (base bid is to include fifty-two (52) sheets):**

\$ \_\_\_\_\_

- \$ \_\_\_\_\_ (if 5/8")

- **Provide cost per linear foot (LF) for Fascia Replacement for change order/credit purposes, if needed (130 LF included in base bid):**

\$ \_\_\_\_\_ /LF

The Bidder hereby agrees that:

1. The above proposal shall remain in full force and effect for a period of ninety (90) calendar days after the time and date of receipt of Bids and that this Bidder will not revoke or cancel this proposal or withdraw from competition within the said ninety (90) calendar days.
2. In case he be notified in writing by mail, telegraph, or delivery of the acceptance of this proposal within ninety (90) days after the time set for the opening of bids, the undersigned agrees to execute within ten (10) days a formal written contract for the work for the above stated compensation and at the time to furnish and deliver to the Owner proof of insurance and any required bonding in accordance with the requirements of the Invitation for Bid.
3. The undersigned agrees to commence actual physical work on the site with an adequate work force and equipment within ten (10) calendar days of the date of receipt of written Notice to Commence and to fully complete all work within the timeframes as prescribed in the Scope of Work as described in the IFB document.

\*Addenda issued during the bidding period are hereby acknowledged.

\*If this proposal is not accepted within ninety (90) days after the date set for the opening of bids, then this proposal will be null and void.

Addendum No. \_\_\_\_\_ Dated \_\_\_\_\_

Addendum No. \_\_\_\_\_ Dated \_\_\_\_\_

(The Bidder shall list all addenda)

**ATTACHMENTS:**

All documents attached herein shall be incorporated into the Bid Proposal Package; as per the

requirements of **IFB# 18-004 Section H-1, Submission Requirements**.

**LIQUIDATED DAMAGES-\$150.00 PER DAY**

**Note:** The penalty for making false statements in offer is described in 18 U.S.C. 1001.

In witness whereof, the bidder has hereunto set this signature and affixed his seal this \_\_\_\_\_ day of \_\_\_\_\_, 2018.

(AFFIX CORPORATE SEAL IF BIDDER IS A CORPORATION)

BIDDER: \_\_\_\_\_  
(Name)

BY: \_\_\_\_\_  
(Name)

TITLE: \_\_\_\_\_

\_\_\_\_\_  
Witness (Secretary's Attest)  
If Bidder is Corporation



**EXHIBIT E**

**Bid Bond (Sample Form)**

**BID BOND**

Bond No. \_\_\_\_\_

KNOW ALL BY THESE PRESENTS, that we \_\_\_\_\_  
as Principal, hereinafter called the Principal, and \_\_\_\_\_  
(Bonding Company) a corporation duly organized under the laws of the \_\_\_\_\_  
(State) as Surety, hereinafter called the Surety, are held and firmly bound unto Pinellas  
County Housing Authority (PCHA) for the sum of \_\_\_\_\_ **Dollars,**  
**(\$ \_\_\_\_\_) for the payment of which sum will and truly to be made, the**  
**said Principal and the said Surety bind ourselves, our heirs, executors,**  
**administrators, successors and assigns, jointly and severally, firmly by these**  
**presents.**

WHEREAS, the Principal has submitted a Bid for \_\_\_\_\_ .

NOW, THEREFORE, if the PCHA shall accept the bid of the Principal and the Principal  
shall enter into a contract with the PCHA in accordance with the terms of such bid, and  
give such bond or bonds as may be specified in the bidding or Contract documents with  
good and sufficient surety for the faithful performance of such contract and for the  
prompt payment of labor and materials furnished in the prosecution thereof, or in the  
event of the failure of the Principal to enter such Contract and give such bond or bonds, if  
the Principal shall pay to the PCHA the difference not to exceed the penalty hereof  
between the amount specified in said bid and such larger amount for which the PCHA  
may in good faith contract with another party to perform work covered by said bid or an  
appropriate required amount as specified in the Invitation for Bids then this obligation  
shall be null and void, otherwise to remain in full force and effect.

Signed and sealed this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

\_\_\_\_\_  
(Principal)

(Seal)

\_\_\_\_\_  
(Witness)

\_\_\_\_\_  
(Title)

\_\_\_\_\_  
(Witness)

(BONDING COMPANY)

BY \_\_\_\_\_  
(Attorney-in-Fact)



**EXHIBIT F**

**Schedule of Values**



## Schedule of Values

<b>Project Name and Location</b>		<b>Project Number</b>
<b>Name, Address, and Zip Code of Contractor</b>		
<b>Nature of Contract</b>		
Item No.	Description of Item	Subtotal
<b>Total</b>		

Choose from the item numbers listed below, as applicable to this project:

- 1 Bond
- 2 General Conditions
- 3 Electrical
- 4 Demolition & Clearing
- 5 Painting
- 6 Flooring
- 7 Roofing
- 8 Plumbing
- 9 HVAC
- 10 Permit
- 11 Mobilization
- 12 Paving/Striping/Signs
- 13 Landscaping
- 14 Irrigation
- 15 Other



## **EXHIBIT G**

### **Statement of Bidder's Qualifications**

## STATEMENT OF BIDDER'S QUALIFICATIONS (Prime Contractor)

**All questions must be answered and the data given must be clear and comprehensive. This statement must be notarized. If necessary, add separate sheets for items requiring additional explanation. This information may be submitted in a separate sealed envelope marked "Bidder's Qualifications" and inserted inside the sealed Bid Envelope. In the event your bid is not selected for award, this envelope will be returned to the Contractor unopened.**

1. Name of Bidder
2. Permanent main office address
3. Date organized
4. State of incorporation
5. How many years have you been engaged in the contracting business under your present firm name?
6. Listing of current contracts: (Schedule these, showing nature of the work, gross amount of each contract, anticipated dates for completion, name and telephone number of owner's representative)
7. General character of work usually performed by your company
8. Have you ever failed to complete any work awarded to you? If 'yes', where and why?
9. Have you ever defaulted on a contract? If 'yes', where and why?
10. List the three (3) most important structures recently completed by your company, stating approximate cost of each, month and year completed, name and telephone number of owner's representative.
11. List your major equipment available for use on this contract
12. Experience in construction work similar in importance to this project
13. Background and experience of the principal members of your firm, including the officers and proposed construction superintendent
14. Credit available for administration of this contract; furnish written evidence
15. Proof of Florida License

- 16. Audited financial report not more than twelve (12) months old (including a balance sheet and invoice statement)
- 17. Will you, upon request, fill out a detailed financial statement and furnish any other information that may be required to the Pinellas County Housing Authority?
- 18. The undersigned hereby authorizes and requests any person, firm, or corporation to furnish any information requested by the Pinellas County Housing Authority in verification of the recitals comprising the Statement of Bidder's Qualifications.

Dated at \_\_\_\_\_ this \_\_\_\_\_ day of \_\_\_\_\_, 2\_\_\_\_\_.

\_\_\_\_\_  
(Name of Bidder)

By \_\_\_\_\_

Title \_\_\_\_\_

\_\_\_\_\_, being duly sworn deposes and

says that he is \_\_\_\_\_ of \_\_\_\_\_

and that he answers to the foregoing questions and all statements therein contained are true and correct.

**STATE OF FLORIDA**  
**COUNTY OF \_\_\_\_\_**

Sworn to (or affirmed) and subscribed before me this \_\_\_\_\_ day of \_\_\_\_\_, 2\_\_\_\_\_,

by \_\_\_\_\_  
Name of Person Making Statement

\_\_\_\_\_  
Signature of Notary Public

(NOTARY SEAL)

\_\_\_\_\_  
(Name of Notary Typed, Printed or Stamped)

My Commission Expires \_\_\_\_\_

Personally Known \_\_\_\_\_ OR Produced Identification \_\_\_\_\_

Type of Identification Produced \_\_\_\_\_

**(Bidder may submit additional information if desired.)**

Name of Firm: \_\_\_\_\_

## BALANCE SHEET

AS OF \_\_\_\_\_

### ASSETS

#### CURRENT ASSETS

Cash  
Joint Venture Accounts  
Accounts Receivable  
Notes Receivable  
Accrued Interest on Notes  
Deposits  
Materials and Prepaid Expense  
Total Current Assets

\_\_\_\_\_

#### FIXED ASSETS – NET

\_\_\_\_\_

#### OTHER ASSETS

\_\_\_\_\_

**TOTAL ASSETS**

=====

### LIABILITIES AND CAPITAL

#### CURRENT LIABILITIES

Accounts Payable  
Notes Payable  
Accrued Interest on Notes  
Provision for Income Taxes  
Advances Received from Owners  
Accrued Salaries  
Accrued Payroll Taxes  
Other

**TOTAL CURRENT LIABILITIES**

=====

#### OTHER LIABILITIES

#### CAPITAL

Capital Stock  
Authorized and Outstanding Shares,  
Par Value  
Earned Surplus

**TOTAL CAPITAL**

=====

**TOTAL LIABILITIES AND CAPITAL**

=====



**EXHIBIT H**

**Form HUD 5369-A, Representations, Certifications, and  
Other Statements of Bidders, Public and Indian Housing Programs**

**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

### Table of Contents

Clause	Page
1. Certificate of Independent Price Determination	1
2. Contingent Fee Representation and Agreement	1
3. Certification and Disclosure Regarding Payments to Influence Certain Federal Transactions	1
4. Organizational Conflicts of Interest Certification	2
5. Bidder's Certification of Eligibility	2
6. Minimum Bid Acceptance Period	2
7. Small, Minority, Women-Owned Business Concern Representation	2
8. Indian-Owned Economic Enterprise and Indian Organization Representation	2
9. Certification of Eligibility Under the Davis-Bacon Act	3
10. Certification of Nonsegregated Facilities	3
11. Clean Air and Water Certification	3
12. Previous Participation Certificate	3
13. Bidder's Signature	3

### 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.

[X] [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)

- |   |   |
|---|---|
| <input type="checkbox"/> Black Americans    | <input type="checkbox"/> Asian Pacific Americans  |
| <input type="checkbox"/> Hispanic Americans | <input type="checkbox"/> Asian Indian Americans   |
| <input type="checkbox"/> Native Americans   | <input type="checkbox"/> 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

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.

**9. Certification of Eligibility Under the Davis-Bacon Act** (applicable to construction contracts exceeding \$2,000)

(a) By the submission of this bid, the bidder certifies that neither it nor any person or firm who has an interest in the bidder'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).

(b) No part of the contract resulting from this solicitation shall be subcontracted to any 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).

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

**10. Certification of Nonsegregated Facilities** (applicable to contracts exceeding \$10,000)

(a) The bidder's attention is called to the clause entitled **Equal Employment Opportunity** of the General Conditions of the Contract for Construction.

(b) "Segregated facilities," as used in this provision, means any waiting rooms, work areas, rest rooms and wash rooms, restaurants and other eating areas, time clocks, locker rooms and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing facilities provided for employees, that are segregated by explicit directive or are in fact segregated on the basis of race, color, religion, or national origin because of habit, local custom, or otherwise.

(c) By the submission of this bid, the bidder certifies that it does not and will not maintain or provide for its employees any segregated facilities at any of its establishments, and that it does not and will not permit its employees to perform their services at any location under its control where segregated facilities are maintained. The bidder agrees that a breach of this certification is a violation of the Equal Employment Opportunity clause in the contract.

(d) The bidder further agrees that (except where it has obtained identical certifications from proposed subcontractors for specific time periods) prior to entering into subcontracts which exceed \$10,000 and are not exempt from the requirements of the Equal Employment Opportunity clause, it will:

- (1) Obtain identical certifications from the proposed subcontractors;
- (2) Retain the certifications in its files; and
- (3) Forward the following notice to the proposed subcontractors (except if the proposed subcontractors have submitted identical certifications for specific time periods):

**Notice to Prospective Subcontractors of Requirement for Certifications of Nonsegregated Facilities**

A Certification of Nonsegregated Facilities must be submitted before the award of a subcontract exceeding \$10,000 which is not exempt from the provisions of the Equal Employment Opportunity clause of the prime contract. The certification may be submitted either for each subcontract or for all subcontracts during a period (i.e., quarterly, semiannually, or annually).

**Note:** The penalty for making false statements in bids is prescribed in 18 U.S.C. 1001.

**11. Clean Air and Water Certification** (applicable to contracts exceeding \$100,000)

The bidder certifies that:

(a) Any facility to be used in the performance of this contract  is,  is not listed on the Environmental Protection Agency List of Violating Facilities:

(b) The bidder will immediately notify the PHA/IHA Contracting Officer, before award, of the receipt of any communication from the Administrator, or a designee, of the Environmental Protection Agency, indicating that any facility that the bidder proposes to use for the performance of the contract is under consideration to be listed on the EPA List of Violating Facilities; and,

(c) The bidder will include a certification substantially the same as this certification, including this paragraph (c), in every nonexempt subcontract.

**12. Previous Participation Certificate** (applicable to construction and equipment contracts exceeding \$50,000)

(a) The bidder shall complete and submit with his/her bid the Form HUD-2530, "Previous Participation Certificate." If the successful bidder does not submit the certificate with his/her bid, he/she must submit it within three (3) working days of bid opening. Failure to submit the certificate by that date may render the bid nonresponsive. No contract award will be made without a properly executed certificate.

(b) A fully executed "Previous Participation Certificate"  is,  is not included with the bid.

**13. Bidder's Signature**

The bidder hereby certifies that the information contained in these certifications and representations is accurate, complete, and current.

\_\_\_\_\_  
(Signature and Date)

\_\_\_\_\_  
(Typed or Printed Name)

\_\_\_\_\_  
(Title)

\_\_\_\_\_  
(Company Name)

\_\_\_\_\_  
(Company Address)



**EXHIBIT I**

**Form HUD 5370 General Conditions for Construction Contracts-  
Public Housing Programs**

# General Conditions for Construction Contracts - Public Housing Programs

U.S. Department of Housing and Urban Development  
Office of Public and Indian Housing  
OMB Approval No. 2577-0157 (exp. 1/31/2017)

**Applicability. This form is applicable to any construction/development contract greater than \$100,000.**

This form includes those clauses required by OMB's common rule on grantee procurement, implemented at HUD in 24 CFR 85.36, and those requirements set forth in Section 3 of the Housing and Urban Development Act of 1968 and its amendment by the Housing and Community Development Act of 1992, implemented by HUD at 24 CFR Part 135. The form is required for construction contracts awarded by Public Housing Agencies (PHAs).

The form is used by Housing Authorities in solicitations to provide necessary contract clauses. If the form were not used, HAs would be unable to enforce their contracts.

Public reporting burden for this collection of information is estimated to average 1.0 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Responses to the collection of information are required to obtain a benefit or to retain a benefit.

The information requested does not lend itself to confidentiality.

HUD may not conduct or sponsor, and a person is not required to respond to a collection of information unless it displays a currently valid OMB number.

Clause		Page	Clause		Page
1.	Definitions	2	<b>Administrative Requirements</b>		
2.	Contractor's Responsibility for Work	2	25.	Contract Period	9
3.	Architect's Duties, Responsibilities and Authority	2	26.	Order of Precedence	9
4.	Other Contracts	3	27.	Payments	9
<b>Construction Requirements</b>			28.	Contract Modifications	10
5.	Preconstruction Conference and Notice to Proceed	3	29.	Changes	10
6.	Construction Progress Schedule	3	30.	Suspension of Work	11
7.	Site Investigation and Conditions Affecting the Work	3	31.	Disputes	11
8.	Differing Site Conditions	4	32.	Default	11
9.	Specifications and Drawings for Construction	4	33.	Liquidated	12
10.	As-Built Drawings	5	34.	Termination of Convenience	12
11.	Material and Workmanship	5	35.	Assignment of Contract	12
12.	Permits and Codes	5	36.	Insurance	12
13.	Health, Safety, and Accident Prevention	6	37.	Subcontracts	13
14.	Temporary Buildings and Transportation Materials	6	38.	Subcontracting with Small and Minority Firms, Women's Business Enterprise, and Labor Surplus Area Firms	13
15.	Availability and Use of Utility Services	6	39.	Equal Employment Opportunity	13
16.	Protection of Existing Vegetation, Structures, Equipment, Utilities, and Improvements	6	40.	Employment, Training, and Contracting Opportunities for Low-Income Persons, Section 3 of the Housing and Urban Development Act of 1968	14
17.	Temporary Buildings and Transportation Materials	7	41.	Interest of Members of Congress	15
18.	Clean Air and Water	7	42.	Interest of Members, Officers, or Employees and Former Members, Officers, or Employees	15
19.	Energy Efficiency	7	43.	Limitations on Payments Made to Influence	15
20.	Inspection and Acceptance of Construction	7	44.	Royalties and Patents	15
21.	Use and Possession Prior to Completion	8	45.	Examination and Retention of Contractor's Records	15
22.	Warranty of Title	8	46.	Labor Standards-Davis-Bacon and Related Acts	15
23.	Warranty of Construction	8	47.	Non-Federal Prevailing Wage Rates	19
24.	Prohibition Against Liens	9	48.	Procurement of Recovered Materials	19

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## 1. Definitions

- (a) "Architect" means the person or other entity engaged by the PHA to perform architectural, engineering, design, and other services related to the work as provided for in the contract. When a PHA uses an engineer to act in this capacity, the terms "architect" and "engineer" shall be synonymous. The Architect shall serve as a technical representative of the Contracting Officer. The Architect's authority is as set forth elsewhere in this contract.
  - (b) "Contract" means the contract entered into between the PHA and the Contractor. It includes the forms of Bid, the Bid Bond, the Performance and Payment Bond or Bonds or other assurance of completion, the Certifications, Representations, and Other Statements of Bidders (form HUD-5370), these General Conditions of the Contract for Construction (form HUD-5370), the applicable wage rate determinations from the U.S. Department of Labor, any special conditions included elsewhere in the contract, the specifications, and drawings. It includes all formal changes to any of those documents by addendum, change order, or other modification.
  - (c) "Contracting Officer" means the person delegated the authority by the PHA to enter into, administer, and/or terminate this contract and designated as such in writing to the Contractor. The term includes any successor Contracting Officer and any duly authorized representative of the Contracting Officer also designated in writing. The Contracting Officer shall be deemed the authorized agent of the PHA in all dealings with the Contractor.
  - (d) "Contractor" means the person or other entity entering into the contract with the PHA to perform all of the work required under the contract.
  - (e) "Drawings" means the drawings enumerated in the schedule of drawings contained in the Specifications and as described in the contract clause entitled Specifications and Drawings for Construction herein.
  - (f) "HUD" means the United States of America acting through the Department of Housing and Urban Development including the Secretary, or any other person designated to act on its behalf. HUD has agreed, subject to the provisions of an Annual Contributions Contract (ACC), to provide financial assistance to the PHA, which includes assistance in financing the work to be performed under this contract. As defined elsewhere in these General Conditions or the contract documents, the determination of HUD may be required to authorize changes in the work or for release of funds to the PHA for payment to the Contractor. Notwithstanding HUD's role, nothing in this contract shall be construed to create any contractual relationship between the Contractor and HUD.
  - (g) "Project" means the entire project, whether construction or rehabilitation, the work for which is provided for in whole or in part under this contract.
  - (h) "PHA" means the Public Housing Agency organized under applicable state laws which is a party to this contract.
  - (j) "Specifications" means the written description of the technical requirements for construction and includes the criteria and tests for determining whether the requirements are met.
  - (l) "Work" means materials, workmanship, and manufacture and fabrication of components.
- (a) The Contractor shall furnish all necessary labor, materials, tools, equipment, and transportation necessary for performance of the work. The Contractor shall also furnish all necessary water, heat, light, and power not made available to the Contractor by the PHA pursuant to the clause entitled Availability and Use of Utility Services herein.
  - (b) The Contractor shall perform on the site, and with its own organization, work equivalent to at least [ ] (12 percent unless otherwise indicated) of the total amount of work to be performed under the order. This percentage may be reduced by a supplemental agreement to this order if, during performing the work, the Contractor requests a reduction and the Contracting Officer determines that the reduction would be to the advantage of the PHA.
  - (c) At all times during performance of this contract and until the work is completed and accepted, the Contractor shall directly superintend the work or assign and have on the work site a competent superintendent who is satisfactory to the Contracting Officer and has authority to act for the Contractor.
  - (d) The Contractor shall be responsible for all damages to persons or property that occur as a result of the Contractor's fault or negligence, and shall take proper safety and health precautions to protect the work, the workers, the public, and the property of others. The Contractor shall hold and save the PHA, its officers and agents, free and harmless from liability of any nature occasioned by the Contractor's performance. The Contractor shall also be responsible for all materials delivered and work performed until completion and acceptance of the entire work, except for any completed unit of work which may have been accepted under the contract.
  - (e) The Contractor shall lay out the work from base lines and bench marks indicated on the drawings and be responsible for all lines, levels, and measurements of all work executed under the contract. The Contractor shall verify the figures before laying out the work and will be held responsible for any error resulting from its failure to do so.
  - (f) The Contractor shall confine all operations (including storage of materials) on PHA premises to areas authorized or approved by the Contracting Officer.
  - (g) The Contractor shall at all times keep the work area, including storage areas, free from accumulations of waste materials. After completing the work and before final inspection, the Contractor shall (1) remove from the premises all scaffolding, equipment, tools, and materials (including rejected materials) that are not the property of the PHA and all rubbish caused by its work; (2) leave the work area in a clean, neat, and orderly condition satisfactory to the Contracting Officer; (3) perform all specified tests; and, (4) deliver the installation in complete and operating condition.
  - (h) The Contractor's responsibility will terminate when all work has been completed, the final inspection made, and the work accepted by the Contracting Officer. The Contractor will then be released from further obligation except as required by the warranties specified elsewhere in the contract.

## 3. Architect's Duties, Responsibilities, and Authority

- (a) The Architect for this contract, and any successor, shall be designated in writing by the Contracting Officer.

## 2. Contractor's Responsibility for Work

- (b) The Architect shall serve as the Contracting Officer's technical representative with respect to architectural, engineering, and design matters related to the work performed under the contract. The Architect may provide direction on contract performance. Such direction shall be within the scope of the contract and may not be of a nature which: (1) institutes additional work outside the scope of the contract; (2) constitutes a change as defined in the Changes clause herein; (3) causes an increase or decrease in the cost of the contract; (4) alters the Construction Progress Schedule; or (5) changes any of the other express terms or conditions of the contract.
- (c) The Architect's duties and responsibilities may include but shall not be limited to:
- (1) Making periodic visits to the work site, and on the basis of his/her on-site inspections, issuing written reports to the PHA which shall include all observed deficiencies. The Architect shall file a copy of the report with the Contractor's designated representative at the site;
  - (2) Making modifications in drawings and technical specifications and assisting the Contracting Officer in the preparation of change orders and other contract modifications for issuance by the Contracting Officer;
  - (3) Reviewing and making recommendations with respect to - (i) the Contractor's construction progress schedules; (ii) the Contractor's shop and detailed drawings; (iii) the machinery, mechanical and other equipment and materials or other articles proposed for use by the Contractor; and, (iv) the Contractor's price breakdown and progress payment estimates; and,
  - (4) Assisting in inspections, signing Certificates of Completion, and making recommendations with respect to acceptance of work completed under the contract.

#### 4. Other Contracts

The PHA may undertake or award other contracts for additional work at or near the site of the work under this contract. The Contractor shall fully cooperate with the other contractors and with PHA employees and shall carefully adapt scheduling and performing the work under this contract to accommodate the additional work, heeding any direction that may be provided by the Contracting Officer. The Contractor shall not commit or permit any act that will interfere with the performance of work by any other contractor or by PHA employees

### Construction Requirements

#### 5. Pre-construction Conference and Notice to Proceed

- (a) Within ten calendar days of contract execution, and prior to the commencement of work, the Contractor shall attend a preconstruction conference with representatives of the PHA, its Architect, and other interested parties convened by the PHA. The conference will serve to acquaint the participants with the general plan of the construction operation and all other requirements of the contract. The PHA will provide the Contractor with the date, time, and place of the conference.
- (b) The contractor shall begin work upon receipt of a written Notice to Proceed from the Contracting Officer or designee. The Contractor shall not begin work prior to receiving such notice.

#### 6. Construction Progress Schedule

- (a) The Contractor shall, within five days after the work commences on the contract or another period of time determined by the Contracting Officer, prepare and submit to the Contracting Officer for approval three copies of a practicable schedule showing the order in which the Contractor proposes to perform the work, and the dates on which the Contractor contemplates starting and completing the several salient features of the work (including acquiring labor, materials, and equipment). The schedule shall be in the form of a progress chart of suitable scale to indicate appropriately the percentage of work scheduled for completion by any given date during the period. If the Contractor fails to submit a schedule within the time prescribed, the Contracting Officer may withhold approval of progress payments or take other remedies under the contract until the Contractor submits the required schedule.
- (b) The Contractor shall enter the actual progress on the chart as required by the Contracting Officer, and immediately deliver three copies of the annotated schedule to the Contracting Officer. If the Contracting Officer determines, upon the basis of inspection conducted pursuant to the clause entitled Inspection and Acceptance of Construction, herein that the Contractor is not meeting the approved schedule, the Contractor shall take steps necessary to improve its progress, including those that may be required by the Contracting Officer, without additional cost to the PHA. In this circumstance, the Contracting Officer may require the Contractor to increase the number of shifts, overtime operations, days of work, and/or the amount of construction plant, and to submit for approval any supplementary schedule or schedules in chart form as the Contracting Officer deems necessary to demonstrate how the approved rate of progress will be regained.
- (c) Failure of the Contractor to comply with the requirements of the Contracting Officer under this clause shall be grounds for a determination by the Contracting Officer that the Contractor is not prosecuting the work with sufficient diligence to ensure completion within the time specified in the Contract. Upon making this determination, the Contracting Officer may terminate the Contractor's right to proceed with the work, or any separable part of it, in accordance with the Default clause of this contract.

#### 7. Site Investigation and Conditions Affecting the Work

- (a) The Contractor acknowledges that it has taken steps reasonably necessary to ascertain the nature and location of the work, and that it has investigated and satisfied itself as to the general and local conditions which can affect the work or its cost, including but not limited to, (1) conditions bearing upon transportation, disposal, handling, and storage of materials; (2) the availability of labor, water, electric power, and roads; (3) uncertainties of weather, river stages, tides, or similar physical conditions at the site; (4) the conformation and conditions of the ground; and (5) the character of equipment and facilities needed preliminary to and during work performance. The Contractor also acknowledges that it has satisfied itself as to the character, quality, and quantity of surface and subsurface materials or obstacles to be encountered insofar as this information is

reasonably ascertainable from an inspection of the site, including all exploratory work done by the PHA, as well as from the drawings and specifications made a part of this contract. Any failure of the Contractor to take the actions described and acknowledged in this paragraph will not relieve the Contractor from responsibility for estimating properly the difficulty and cost of successfully performing the work, or for proceeding to successfully perform the work without additional expense to the PHA.

- (b) The PHA assumes no responsibility for any conclusions or interpretations made by the Contractor based on the information made available by the PHA. Nor does the PHA assume responsibility for any understanding reached or representation made concerning conditions which can affect the work by any of its officers or agents before the execution of this contract, unless that understanding or representation is expressly stated in this contract.

### 8. Differing Site Conditions

- (a) The Contractor shall promptly, and before the conditions are disturbed, give a written notice to the Contracting Officer of (1) subsurface or latent physical conditions at the site which differ materially from those indicated in this contract, or (2) unknown physical conditions at the site(s), of an unusual nature, which differ materially from those ordinarily encountered and generally recognized as inhering in work of the character provided for in the contract.
- (b) The Contracting Officer shall investigate the site conditions promptly after receiving the notice. Work shall not proceed at the affected site, except at the Contractor's risk, until the Contracting Officer has provided written instructions to the Contractor. If the conditions do materially so differ and cause an increase or decrease in the Contractor's cost of, or the time required for, performing any part of the work under this contract, whether or not changed as a result of the conditions, the Contractor shall file a claim in writing to the PHA within ten days after receipt of such instructions and, in any event, before proceeding with the work. An equitable adjustment in the contract price, the delivery schedule, or both shall be made under this clause and the contract modified in writing accordingly.
- (c) No request by the Contractor for an equitable adjustment to the contract under this clause shall be allowed, unless the Contractor has given the written notice required; provided, that the time prescribed in (a) above for giving written notice may be extended by the Contracting Officer.
- (d) No request by the Contractor for an equitable adjustment to the contract for differing site conditions shall be allowed if made after final payment under this contract.

### 9. Specifications and Drawings for Construction

- (a) The Contractor shall keep on the work site a copy of the drawings and specifications and shall at all times give the Contracting Officer access thereto. Anything mentioned in the specifications and not shown on the drawings, or shown on the drawings and not mentioned in the specifications, shall be of like effect as if shown or mentioned in both. In case of difference between drawings and specifications, the specifications shall govern. In case of discrepancy in the figures, in the drawings, or in the specifications, the matter shall be

promptly submitted to the Contracting Officer, who shall promptly make a determination in writing. Any adjustment by the Contractor without such a determination shall be at its own risk and expense. The Contracting Officer shall furnish from time to time such detailed drawings and other information as considered necessary, unless otherwise provided.

- (b) Wherever in the specifications or upon the drawings the words "directed", "required", "ordered", "designated", "prescribed", or words of like import are used, it shall be understood that the "direction", "requirement", "order", "designation", or "prescription", of the Contracting Officer is intended and similarly the words "approved", "acceptable", "satisfactory", or words of like import shall mean "approved by", or "acceptable to", or "satisfactory to" the Contracting Officer, unless otherwise expressly stated.
- (c) Where "shown" "indicated", "detailed", or words of similar import are used, it shall be understood that the reference is made to the drawings accompanying this contract unless stated otherwise. The word "provided" as used herein shall be understood to mean "provide complete in place" that is "furnished and installed".
- (d) "Shop drawings" means drawings, submitted to the PHA by the Contractor, subcontractor, or any lower tier subcontractor, showing in detail (1) the proposed fabrication and assembly of structural elements and (2) the installation (i.e., form, fit, and attachment details) of materials of equipment. It includes drawings, diagrams, layouts, schematics, descriptive literature, illustrations, schedules, performance and test data, and similar materials furnished by the Contractor to explain in detail specific portions of the work required by the contract. The PHA may duplicate, use, and disclose in any manner and for any purpose shop drawings delivered under this contract.
- (e) If this contract requires shop drawings, the Contractor shall coordinate all such drawings, and review them for accuracy, completeness, and compliance with other contract requirements and shall indicate its approval thereon as evidence of such coordination and review. Shop drawings submitted to the Contracting Officer without evidence of the Contractor's approval may be returned for resubmission. The Contracting Officer will indicate an approval or disapproval of the shop drawings and if not approved as submitted shall indicate the PHA's reasons therefore. Any work done before such approval shall be at the Contractor's risk. Approval by the Contracting Officer shall not relieve the Contractor from responsibility for any errors or omissions in such drawings, nor from responsibility for complying with the requirements of this contract, except with respect to variations described and approved in accordance with (f) below.
- (f) If shop drawings show variations from the contract requirements, the Contractor shall describe such variations in writing, separate from the drawings, at the time of submission. If the Architect approves any such variation and the Contracting Officer concurs, the Contracting Officer shall issue an appropriate modification to the contract, except that, if the variation is minor or does not involve a change in price or in time of performance, a modification need not be issued.
- (g) It shall be the responsibility of the Contractor to make timely requests of the PHA for such large scale and full size drawings, color schemes, and other additional information, not already in his possession, which shall be



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required in the planning and production of the work. Such requests may be submitted as the need arises, but each such request shall be filed in ample time to permit appropriate action to be taken by all parties involved so as to avoid delay.

- (h) The Contractor shall submit to the Contracting Officer for approval four copies (unless otherwise indicated) of all shop drawings as called for under the various headings of these specifications. Three sets (unless otherwise indicated) of all shop drawings, will be retained by the PHA and one set will be returned to the Contractor. As required by the Contracting Officer, the Contractor, upon completing the work under this contract, shall furnish a complete set of all shop drawings as finally approved. These drawings shall show all changes and revisions made up to the time the work is completed and accepted.
- (i) This clause shall be included in all subcontracts at any tier. It shall be the responsibility of the Contractor to ensure that all shop drawings prepared by subcontractors are submitted to the Contracting Officer.

#### 10. As-Built Drawings

- (a) "As-built drawings," as used in this clause, means drawings submitted by the Contractor or subcontractor at any tier to show the construction of a particular structure or work as actually completed under the contract. "As-built drawings" shall be synonymous with "Record drawings."
- (b) As required by the Contracting Officer, the Contractor shall provide the Contracting Officer accurate information to be used in the preparation of permanent as-built drawings. For this purpose, the Contractor shall record on one set of contract drawings all changes from the installations originally indicated, and record final locations of underground lines by depth from finish grade and by accurate horizontal offset distances to permanent surface improvements such as buildings, curbs, or edges of walks.
- (c) This clause shall be included in all subcontracts at any tier. It shall be the responsibility of the Contractor to ensure that all as-built drawings prepared by subcontractors are submitted to the Contracting Officer.

#### 11. Material and Workmanship

- (a) All equipment, material, and articles furnished under this contract shall be new and of the most suitable grade for the purpose intended, unless otherwise specifically provided in this contract. References in the contract to equipment, material, articles, or patented processes by trade name, make, or catalog number, shall be regarded as establishing a standard of quality and shall not be construed as limiting competition. The Contractor may, at its option, use any equipment, material, article, or process that, in the judgment of, and as approved by the Contracting Officer, is equal to that named in the specifications, unless otherwise specifically provided in this contract.
- (b) Approval of equipment and materials.
  - (1) The Contractor shall obtain the Contracting Officer's approval of the machinery and mechanical and other equipment to be incorporated into the work. When requesting approval, the Contractor shall furnish to the Contracting Officer the name of the manufacturer, the model number, and other information concerning the performance, capacity, nature, and rating of the

machinery and mechanical and other equipment. When required by this contract or by the Contracting Officer, the Contractor shall also obtain the Contracting Officer's approval of the material or articles which the Contractor contemplates incorporating into the work. When requesting approval, the Contractor shall provide full information concerning the material or articles. Machinery, equipment, material, and articles that do not have the required approval shall be installed or used at the risk of subsequent rejection.

- (2) When required by the specifications or the Contracting Officer, the Contractor shall submit appropriately marked samples (and certificates related to them) for approval at the Contractor's expense, with all shipping charges prepaid. The Contractor shall label, or otherwise properly mark on the container, the material or product represented, its place of origin, the name of the producer, the Contractor's name, and the identification of the construction project for which the material or product is intended to be used.
- (3) Certificates shall be submitted in triplicate, describing each sample submitted for approval and certifying that the material, equipment or accessory complies with contract requirements. The certificates shall include the name and brand of the product, name of manufacturer, and the location where produced.
- (4) Approval of a sample shall not constitute a waiver of the PHA right to demand full compliance with contract requirements. Materials, equipment and accessories may be rejected for cause even though samples have been approved.
- (5) Wherever materials are required to comply with recognized standards or specifications, such specifications shall be accepted as establishing the technical qualities and testing methods, but shall not govern the number of tests required to be made nor modify other contract requirements. The Contracting Officer may require laboratory test reports on items submitted for approval or may approve materials on the basis of data submitted in certificates with samples. Check tests will be made on materials delivered for use only as frequently as the Contracting Officer determines necessary to insure compliance of materials with the specifications. The Contractor will assume all costs of retesting materials which fail to meet contract requirements and/or testing materials offered in substitution for those found deficient.
- (6) After approval, samples will be kept in the Project office until completion of work. They may be built into the work after a substantial quantity of the materials they represent has been built in and accepted.
- (c) Requirements concerning lead-based paint. The Contractor shall comply with the requirements concerning lead-based paint contained in the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. 4821-4846) as implemented by 24 CFR Part 35.

#### 12. Permits and Codes

- (a) The Contractor shall give all notices and comply with all applicable laws, ordinances, codes, rules and regulations. Notwithstanding the requirement of the Contractor to comply with the drawings and specifications in the contract, all work installed shall comply with all applicable codes and regulations as amended by any



waivers. Before installing the work, the Contractor shall examine the drawings and the specifications for compliance with applicable codes and regulations bearing on the work and shall immediately report any discrepancy it may discover to the Contracting Officer. Where the requirements of the drawings and specifications fail to comply with the applicable code or regulation, the Contracting Officer shall modify the contract by change order pursuant to the clause entitled Changes herein to conform to the code or regulation.

- (b) The Contractor shall secure and pay for all permits, fees, and licenses necessary for the proper execution and completion of the work. Where the PHA can arrange for the issuance of all or part of these permits, fees and licenses, without cost to the Contractor, the contract amount shall be reduced accordingly.

### 13. Health, Safety, and Accident Prevention

- (a) In performing this contract, the Contractor shall:
  - (1) Ensure that no laborer or mechanic shall be required to work in surroundings or under working conditions which are unsanitary, hazardous, or dangerous to his/her health and/or safety as determined under construction safety and health standards promulgated by the Secretary of Labor by regulation;
  - (2) Protect the lives, health, and safety of other persons;
  - (3) Prevent damage to property, materials, supplies, and equipment; and,
  - (4) Avoid work interruptions.
- (b) For these purposes, the Contractor shall:
  - (1) Comply with regulations and standards issued by the Secretary of Labor at 29 CFR Part 1926. Failure to comply may result in imposition of sanctions pursuant to the Contract Work Hours and Safety Standards Act (Public Law 91-54, 83 Stat. 96), 40 U.S.C. 3701 et seq.; and
  - (2) Include the terms of this clause in every subcontract so that such terms will be binding on each subcontractor.
- (c) The Contractor shall maintain an accurate record of exposure data on all accidents incident to work performed under this contract resulting in death, traumatic injury, occupational disease, or damage to property, materials, supplies, or equipment, and shall report this data in the manner prescribed by 29 CFR Part 1904.
- (d) The Contracting Officer shall notify the Contractor of any noncompliance with these requirements and of the corrective action required. This notice, when delivered to the Contractor or the Contractor's representative at the site of the work, shall be deemed sufficient notice of the noncompliance and corrective action required. After receiving the notice, the Contractor shall immediately take corrective action. If the Contractor fails or refuses to take corrective action promptly, the Contracting Officer may issue an order stopping all or part of the work until satisfactory corrective action has been taken. The Contractor shall not base any claim or request for equitable adjustment for additional time or money on any stop order issued under these circumstances.
- (e) The Contractor shall be responsible for its subcontractors' compliance with the provisions of this clause. The Contractor shall take such action with respect to any subcontract as the PHA, the Secretary of Housing and Urban Development, or the Secretary of Labor shall direct as a means of enforcing such provisions.

### 14. Temporary Heating

The Contractor shall provide and pay for temporary heating, covering, and enclosures necessary to properly protect all work and materials against damage by dampness and cold, to dry out the work, and to facilitate the completion of the work. Any permanent heating equipment used shall be turned over to the PHA in the condition and at the time required by the specifications.

### 15. Availability and Use of Utility Services

- (a) The PHA shall make all reasonably required amounts of utilities available to the Contractor from existing outlets and supplies, as specified in the contract. Unless otherwise provided in the contract, the amount of each utility service consumed shall be charged to or paid for by the Contractor at prevailing rates charged to the PHA or, where the utility is produced by the PHA, at reasonable rates determined by the Contracting Officer. The Contractor shall carefully conserve any utilities furnished without charge.
- (b) The Contractor, at its expense and in a manner satisfactory to the Contracting Officer, shall install and maintain all necessary temporary connections and distribution lines, and all meters required to measure the amount of each utility used for the purpose of determining charges. Before final acceptance of the work by the PHA, the Contractor shall remove all the temporary connections, distribution lines, meters, and associated paraphernalia.

### 16. Protection of Existing Vegetation, Structures, Equipment, Utilities, and Improvements

- (a) The Contractor shall preserve and protect all structures, equipment, and vegetation (such as trees, shrubs, and grass) on or adjacent to the work site, which are not to be removed under this contract, and which do not unreasonably interfere with the work required under this contract.
- (b) The Contractor shall only remove trees when specifically authorized to do so, and shall avoid damaging vegetation that will remain in place. If any limbs or branches of trees are broken during performance of this contract, or by the careless operation of equipment, or by workmen, the Contractor shall trim those limbs or branches with a clean cut and paint the cut with a tree-pruning compound as directed by the Contracting Officer.
- (c) The Contractor shall protect from damage all existing improvements and utilities (1) at or near the work site and (2) on adjacent property of a third party, the locations of which are made known to or should be known by the Contractor. Prior to disturbing the ground at the construction site, the Contractor shall ensure that all underground utility lines are clearly marked.
- (d) The Contractor shall shore up, brace, underpin, secure, and protect as necessary all foundations and other parts of existing structures adjacent to, adjoining, and in the vicinity of the site, which may be affected by the excavations or other operations connected with the construction of the project.
- (e) Any equipment temporarily removed as a result of work under this contract shall be protected, cleaned, and replaced in the same condition as at the time of award of this contract.

- (f) New work which connects to existing work shall correspond in all respects with that to which it connects and/or be similar to existing work unless otherwise required by the specifications.
- (g) No structural members shall be altered or in any way weakened without the written authorization of the Contracting Officer, unless such work is clearly specified in the plans or specifications.
- (h) If the removal of the existing work exposes discolored or unfinished surfaces, or work out of alignment, such surfaces shall be refinished, or the material replaced as necessary to make the continuous work uniform and harmonious. This, however, shall not be construed to require the refinishing or reconstruction of dissimilar finishes previously exposed, or finished surfaces in good condition, but in different planes or on different levels when brought together by the removal of intervening work, unless such refinishing or reconstruction is specified in the plans or specifications.
- (i) The Contractor shall give all required notices to any adjoining or adjacent property owner or other party before the commencement of any work.
- (j) The Contractor shall indemnify and save harmless the PHA from any damages on account of settlement or the loss of lateral support of adjoining property, any damages from changes in topography affecting drainage, and from all loss or expense and all damages for which the PHA may become liable in consequence of such injury or damage to adjoining and adjacent structures and their premises.
- (k) The Contractor shall repair any damage to vegetation, structures, equipment, utilities, or improvements, including those that are the property of a third party, resulting from failure to comply with the requirements of this contract or failure to exercise reasonable care in performing the work. If the Contractor fails or refuses to repair the damage promptly, the Contracting Officer may have the necessary work performed and charge the cost to the Contractor.

#### **17. Temporary Buildings and Transportation of Materials**

- (a) Temporary buildings (e.g., storage sheds, shops, offices, sanitary facilities) and utilities may be erected by the Contractor only with the approval of the Contracting Officer and shall be built with labor and materials furnished by the Contractor without expense to the PHA. The temporary buildings and utilities shall remain the property of the Contractor and shall be removed by the Contractor at its expense upon completion of the work. With the written consent of the Contracting Officer, the buildings and utilities may be abandoned and need not be removed.
- (b) The Contractor shall, as directed by the Contracting Officer, use only established roadways, or use temporary roadways constructed by the Contractor when and as authorized by the Contracting Officer. When materials are transported in prosecuting the work, vehicles shall not be loaded beyond the loading capacity recommended by the manufacturer of the vehicle or prescribed by any federal, state, or local law or regulation. When it is necessary to cross curbs or sidewalks, the Contractor shall protect them from damage. The Contractor shall repair or pay for the repair of any damaged curbs, sidewalks, or roads.

#### **18. Clean Air and Water**

The contractor shall comply with the Clean Air Act, as amended, 42 USC 7401 et seq., the Federal Water Pollution Control Water Act, as amended, 33 U.S.C. 1251 et seq., and standards issued pursuant thereto in the facilities in which this contract is to be performed.

#### **19. Energy Efficiency**

The Contractor shall comply with 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 the contract is performed.

#### **20. Inspection and Acceptance of Construction**

- (a) Definitions. As used in this clause -
  - (1) "Acceptance" means the act of an authorized representative of the PHA by which the PHA approves and assumes ownership of the work performed under this contract. Acceptance may be partial or complete.
  - (2) "Inspection" means examining and testing the work performed under the contract (including, when appropriate, raw materials, equipment, components, and intermediate assemblies) to determine whether it conforms to contract requirements.
  - (3) "Testing" means that element of inspection that determines the properties or elements, including functional operation of materials, equipment, or their components, by the application of established scientific principles and procedures.
- (b) The Contractor shall maintain an adequate inspection system and perform such inspections as will ensure that the work performed under the contract conforms to contract requirements. All work is subject to PHA inspection and test at all places and at all reasonable times before acceptance to ensure strict compliance with the terms of the contract.
- (c) PHA inspections and tests are for the sole benefit of the PHA and do not: (1) relieve the Contractor of responsibility for providing adequate quality control measures; (2) relieve the Contractor of responsibility for loss or damage of the material before acceptance; (3) constitute or imply acceptance; or, (4) affect the continuing rights of the PHA after acceptance of the completed work under paragraph (j) below.
- (d) The presence or absence of the PHA inspector does not relieve the Contractor from any contract requirement, nor is the inspector authorized to change any term or condition of the specifications without the Contracting Officer's written authorization. All instructions and approvals with respect to the work shall be given to the Contractor by the Contracting Officer.
- (e) The Contractor shall promptly furnish, without additional charge, all facilities, labor, and material reasonably needed for performing such safe and convenient inspections and tests as may be required by the Contracting Officer. The PHA may charge to the Contractor any additional cost of inspection or test when work is not ready at the time specified by the Contractor for inspection or test, or when prior rejection makes reinspection or retest necessary. The PHA shall perform all inspections and tests in a manner that will not unnecessarily delay the work. Special, full size, and performance tests shall be performed as described in the contract.

- (f) The PHA may conduct routine inspections of the construction site on a daily basis.
- (g) The Contractor shall, without charge, replace or correct work found by the PHA not to conform to contract requirements, unless the PHA decides that it is in its interest to accept the work with an appropriate adjustment in contract price. The Contractor shall promptly segregate and remove rejected material from the premises.
- (h) If the Contractor does not promptly replace or correct rejected work, the PHA may (1) by contract or otherwise, replace or correct the work and charge the cost to the Contractor, or (2) terminate for default the Contractor's right to proceed.
- (i) If any work requiring inspection is covered up without approval of the PHA, it must, if requested by the Contracting Officer, be uncovered at the expense of the Contractor. If at any time before final acceptance of the entire work, the PHA considers it necessary or advisable, to examine work already completed by removing or tearing it out, the Contractor, shall on request, promptly furnish all necessary facilities, labor, and material. If such work is found to be defective or nonconforming in any material respect due to the fault of the Contractor or its subcontractors, the Contractor shall defray all the expenses of the examination and of satisfactory reconstruction. If, however, such work is found to meet the requirements of the contract, the Contracting Officer shall make an equitable adjustment to cover the cost of the examination and reconstruction, including, if completion of the work was thereby delayed, an extension of time.
- (j) The Contractor shall notify the Contracting Officer, in writing, as to the date when in its opinion all or a designated portion of the work will be substantially completed and ready for inspection. If the Architect determines that the state of preparedness is as represented, the PHA will promptly arrange for the inspection. Unless otherwise specified in the contract, the PHA shall accept, as soon as practicable after completion and inspection, all work required by the contract or that portion of the work the Contracting Officer determines and designates can be accepted separately. Acceptance shall be final and conclusive except for latent defects, fraud, gross mistakes amounting to fraud, or the PHA's right under any warranty or guarantee.

## 21. Use and Possession Prior to Completion

- (a) The PHA shall have the right to take possession of or use any completed or partially completed part of the work. Before taking possession of or using any work, the Contracting Officer shall furnish the Contractor a list of items of work remaining to be performed or corrected on those portions of the work that the PHA intends to take possession of or use. However, failure of the Contracting Officer to list any item of work shall not relieve the Contractor of responsibility for complying with the terms of the contract. The PHA's possession or use shall not be deemed an acceptance of any work under the contract.
- (b) While the PHA has such possession or use, the Contractor shall be relieved of the responsibility for (1) the loss of or damage to the work resulting from the PHA's possession or use, notwithstanding the terms of the clause entitled Permits and Codes herein; (2) all maintenance costs on the areas occupied; and, (3) furnishing heat, light, power, and water used in the areas

occupied without proper remuneration therefore. If prior possession or use by the PHA delays the progress of the work or causes additional expense to the Contractor, an equitable adjustment shall be made in the contract price or the time of completion, and the contract shall be modified in writing accordingly.

## 22. Warranty of Title

The Contractor warrants good title to all materials, supplies, and equipment incorporated in the work and agrees to deliver the premises together with all improvements thereon free from any claims, liens or charges, and agrees further that neither it nor any other person, firm or corporation shall have any right to a lien upon the premises or anything appurtenant thereto.

## 23. Warranty of Construction

- (a) In addition to any other warranties in this contract, the Contractor warrants, except as provided in paragraph (j) of this clause, that work performed under this contract conforms to the contract requirements and is free of any defect in equipment, material, or workmanship performed by the Contractor or any subcontractor or supplier at any tier. This warranty shall continue for a period of \_\_\_\_\_ (one year unless otherwise indicated) from the date of final acceptance of the work. If the PHA takes possession of any part of the work before final acceptance, this warranty shall continue for a period of (one year unless otherwise indicated) from the date that the PHA takes possession.
- (b) The Contractor shall remedy, at the Contractor's expense, any failure to conform, or any defect. In addition, the Contractor shall remedy, at the Contractor's expense, any damage to PHA-owned or controlled real or personal property when the damage is the result of—
  - (1) The Contractor's failure to conform to contract requirements; or
  - (2) Any defects of equipment, material, workmanship or design furnished by the Contractor.
- (c) The Contractor shall restore any work damaged in fulfilling the terms and conditions of this clause. The Contractor's warranty with respect to work repaired or replaced will run for (one year unless otherwise indicated) from the date of repair or replacement.
- (d) The Contracting Officer shall notify the Contractor, in writing, within a reasonable time after the discovery of any failure, defect or damage.
- (e) If the Contractor fails to remedy any failure, defect, or damage within a reasonable time after receipt of notice, the PHA shall have the right to replace, repair or otherwise remedy the failure, defect, or damage at the Contractor's expense.
- (f) With respect to all warranties, express or implied, from subcontractors, manufacturers, or suppliers for work performed and materials furnished under this contract, the Contractor shall:
  - (1) Obtain all warranties that would be given in normal commercial practice;
  - (2) Require all warranties to be executed in writing, for the benefit of the PHA; and,
  - (3) Enforce all warranties for the benefit of the PHA.
- (g) In the event the Contractor's warranty under paragraph (a) of this clause has expired, the PHA may bring suit at its own expense to enforce a subcontractor's, manufacturer's or supplier's warranty.

- (h) Unless a defect is caused by the negligence of the Contractor or subcontractor or supplier at any tier, the Contractor shall not be liable for the repair of any defect of material or design furnished by the PHA nor for the repair of any damage that results from any defect in PHA furnished material or design.
- (i) Notwithstanding any provisions herein to the contrary, the establishment of the time periods in paragraphs (a) and (c) above relate only to the specific obligation of the Contractor to correct the work, and have no relationship to the time within which its obligation to comply with the contract may be sought to be enforced, nor to the time within which proceedings may be commenced to establish the Contractor's liability with respect to its obligation other than specifically to correct the work.
- (j) This warranty shall not limit the PHA's rights under the Inspection and Acceptance of Construction clause of this contract with respect to latent defects, gross mistakes or fraud.

**24. 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.

**Administrative Requirements**

**25. Contract Period**

business

The Contractor shall complete all work required on this contract within ~~thirty-five calendar~~ <sup>business</sup> days of the effective date of the contract, or within the time schedule established in the notice to proceed issued by the Contracting Officer.

**26. Order of Provisions**

In the event of a conflict between these General Conditions and the Specifications, the General Conditions shall prevail. In the event of a conflict between the contract and any applicable state or local law or regulation, the state or local law or regulation shall prevail; provided that such state or local law or regulation does not conflict with, or is less restrictive than applicable federal law, regulation, or Executive Order. In the event of such a conflict, applicable federal law, regulation, and Executive Order shall prevail.

**27. Payments**

- (a) The PHA shall pay the Contractor the price as provided in this contract.
- (b) The PHA shall make progress payments approximately every 30 days as the work proceeds, on estimates of work accomplished which meets the standards of quality established under the contract, as approved by the Contracting Officer. The PHA may, subject to written determination and approval of the Contracting Officer, make more frequent payments to contractors which are qualified small businesses.
- (c) Before the first progress payment under this contract, the Contractor shall furnish, in such detail as requested by the Contracting Officer, a breakdown of the total contract price showing the amount included therein for each principal category of the work, which shall substantiate the payment amount requested in order to provide a

basis for determining progress payments. The breakdown shall be approved by the Contracting Officer and must be acceptable to HUD. If the contract covers more than one project, the Contractor shall furnish a separate breakdown for each. The values and quantities employed in making up this breakdown are for determining the amount of progress payments and shall not be construed as a basis for additions to or deductions from the contract price. The Contractor shall prorate its overhead and profit over the construction period of the contract.

- (d) The Contractor shall submit, on forms provided by the PHA, periodic estimates showing the value of the work performed during each period based upon the approved breakdown of the contract price. Such estimates shall be submitted not later than 30 days in advance of the date set for payment and are subject to correction and revision as required. The estimates must be approved by the Contracting Officer with the concurrence of the Architect prior to payment. If the contract covers more than one project, the Contractor shall furnish a separate progress payment estimate for each.
- (e) Along with each request for progress payments and the required estimates, the Contractor shall furnish the following certification, or payment shall not be made: I hereby certify, to the best of my knowledge and belief, that:
  - (1) The amounts requested are only for performance in accordance with the specifications, terms, and conditions of the contract;
  - (2) Payments to subcontractors and suppliers have been made from previous payments received under the contract, and timely payments will be made from the proceeds of the payment covered by this certification, in accordance with subcontract agreements; and,
  - (3) This request for progress payments does not include any amounts which the prime contractor intends to withhold or retain from a subcontractor or supplier in accordance with the terms and conditions of the subcontract.

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

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

\_\_\_\_\_  
Date:

- (f) Except as otherwise provided in State law, the PHA shall retain ten (10) percent of the amount of progress payments until completion and acceptance of all work under the contract; except, that if upon completion of 50 percent of the work, the Contracting Officer, after consulting with the Architect, determines that the Contractor's performance and progress are satisfactory, the PHA may make the remaining payments in full for the work subsequently completed. If the Contracting Officer subsequently determines that the Contractor's performance and progress are unsatisfactory, the PHA shall reinstate the ten (10) percent (or other percentage as provided in State law) retainage until such time as the Contracting Officer determines that performance and progress are satisfactory.
- (g) The Contracting Officer may authorize material delivered on the site and preparatory work done to be taken into consideration when computing progress payments.

Material delivered to the Contractor at locations other than the site may also be taken into consideration if the Contractor furnishes satisfactory evidence that (1) it has acquired title to such material; (2) the material is properly stored in a bonded warehouse, storage yard, or similar suitable place as may be approved by the Contracting Officer; (3) the material is insured to cover its full value; and (4) the material will be used to perform this contract. Before any progress payment which includes delivered material is made, the Contractor shall furnish such documentation as the Contracting Officer may require to assure the protection of the PHA's interest in such materials. The Contractor shall remain responsible for such stored material notwithstanding the transfer of title to the PHA.

- (h) All material and work covered by progress payments made shall, at the time of payment become the sole property of the PHA, but this shall not be construed as (1) relieving the Contractor from the sole responsibility for all material and work upon which payments have been made or the restoration of any damaged work; or, (2) waiving the right of the PHA to require the fulfillment of all of the terms of the contract. In the event the work of the Contractor has been damaged by other contractors or persons other than employees of the PHA in the course of their employment, the Contractor shall restore such damaged work without cost to the PHA and to seek redress for its damage only from those who directly caused it.
- (i) The PHA shall make the final payment due the Contractor under this contract after (1) completion and final acceptance of all work; and (2) presentation of release of all claims against the PHA arising by virtue of this contract, other than claims, in stated amounts, that the Contractor has specifically excepted from the operation of the release. Each such exception shall embrace no more than one claim, the basis and scope of which shall be clearly defined. The amounts for such excepted claims shall not be included in the request for final payment. A release may also be required of the assignee if the Contractor's claim to amounts payable under this contract has been assigned.
- (j) Prior to making any payment, the Contracting Officer may require the Contractor to furnish receipts or other evidence of payment from all persons performing work and supplying material to the Contractor, if the Contracting Officer determines such evidence is necessary to substantiate claimed costs.
- (k) The PHA shall not; (1) determine or adjust any claims for payment or disputes arising there under between the Contractor and its subcontractors or material suppliers; or, (2) withhold any moneys for the protection of the subcontractors or material suppliers. The failure or refusal of the PHA to withhold moneys from the Contractor shall in no wise impair the obligations of any surety or sureties under any bonds furnished under this contract.

## 28. 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.

## 29. 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 an 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.

### 30. Suspension of Work

- (a) The Contracting Officer may order the Contractor in writing to suspend, delay, or interrupt all or any part of the work of this contract for the period of time that the Contracting Officer determines appropriate for the convenience of the PHA.
- (b) If the performance of all or any part of the work is, for an unreasonable period of time, suspended, delayed, or interrupted (1) by an act of the Contracting Officer in the administration of this contract, or (2) by the Contracting Officer's failure to act within the time specified (or within a reasonable time if not specified) in this contract an adjustment shall be made for any increase in the cost of performance of the contract (excluding profit) necessarily caused by such unreasonable suspension, delay, or interruption and the contract modified in writing accordingly. However, no adjustment shall be made under this clause for any suspension, delay, or interruption to the extent that performance would have

been so suspended, delayed, or interrupted by any other cause, including the fault or negligence of the Contractor or for which any equitable adjustment is provided for or excluded under any other provision of this contract.

- (c) A claim under this clause shall not be allowed (1) for any costs incurred more than 20 days before the Contractor shall have notified the Contracting Officer in writing of the act or failure to act involved (but this requirement shall not apply as to a claim resulting from a suspension order); and, (2) unless the claim, in an amount stated, is asserted in writing as soon as practicable after the termination of the suspension, delay, or interruption, but not later than the date of final payment under the contract.

### 31. Disputes

- (a) "Claim," as used in this clause, means a written demand or written assertion by one of the contracting parties seeking, as a matter of right, the payment of money in a sum certain, the adjustment or interpretation of contract terms, or other relief arising under or relating to the contract. A claim arising under the contract, unlike a claim relating to the contract, is a claim that can be resolved under a contract clause that provides for the relief sought by the claimant. A voucher, invoice, or other routine request for payment that is not in dispute when submitted is not a claim. The submission may be converted to a claim by complying with the requirements of this clause, if it is disputed either as to liability or amount or is not acted upon in a reasonable time.
- (b) Except for disputes arising under the clauses entitled Labor Standards - Davis Bacon and Related Acts, herein, 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.
- (c) 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.
- (d) The Contracting Officer shall, within 60 (unless otherwise indicated) days after receipt of the request, decide the claim or notify the Contractor of the date by which the decision will be made.
- (e) 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 unless otherwise indicated) days after receipt of the Contracting Officer's decision.
- (f) 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.

### 32. 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 this 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. Examples of such causes include (i) acts of God, or of the public enemy, (ii) acts of the PHA or other governmental entity in either its sovereign or contractual capacity, (iii) acts of another contractor in the performance of a contract with the PHA, (iv) fires, (v) floods, (vi) epidemics, (vii) quarantine restrictions, (viii) strikes, (ix) freight embargoes, (x) unusually severe weather, or (xi) delays of subcontractors or suppliers at any tier arising from unforeseeable causes beyond the control and without the fault or negligence of both the Contractor and the subcontractors or suppliers; and
  - (2) The Contractor, within days (10 days unless otherwise indicated) from the beginning of such delay (unless extended by the Contracting Officer) 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 obligations of the parties will be the same as if the termination had been for convenience of the PHA.

### 33. Liquidated Damages

- (a) If the Contractor fails to complete the work within the time specified in the contract, or any extension, as specified in the clause entitled Default of this contract, the Contractor shall pay to the PHA as liquidated damages, the sum of \$ 150.00 [Contracting Officer insert amount] for each day of delay. If different completion dates are specified in the contract for separate parts or stages of the work, the amount of liquidated damages shall be assessed on those parts or stages which are delayed. To the extent that the Contractor's delay or nonperformance is excused under another clause in this contract, liquidated damages shall not be due the PHA. The Contractor remains liable for damages caused other than by delay.
- (b) If the PHA terminates the Contractor's right to proceed, the resulting damage will consist of liquidated damages until such reasonable time as may be required for final

completion of the work together with any increased costs occasioned the PHA in completing the work.

- (c) If the PHA does not terminate the Contractor's right to proceed, the resulting damage will consist of liquidated damages until the work is completed or accepted.

### 34. 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.

### 35. Assignment of Contract

The Contractor shall not assign or transfer any interest in this contract; except that claims for monies due or to become due from the PHA under the contract may be assigned to a bank, trust company, or other financial institution. Such assignments of claims shall only be made with the written concurrence of the Contracting Officer. If the Contractor is a partnership, this contract shall inure to the benefit of the surviving or remaining member(s) of such partnership as approved by the Contracting Officer.

### 36. 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 \$500,000.00 [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 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 \$500,000.00 [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.

### 37. Subcontracts

- (a) Definitions. As used in this contract -
- (1) "Subcontract" means any contract, purchase order, or other purchase agreement, including modifications and change orders to the foregoing, entered into by a subcontractor to furnish supplies, materials, equipment, and services for the performance of the prime contract or a subcontract.

(2) "Subcontractor" means any supplier, vendor, or firm that furnishes supplies, materials, equipment, or services to or for the Contractor or another subcontractor.

- (b) The Contractor shall not enter into any subcontract with any subcontractor who has been temporarily denied participation in a HUD program or who has been suspended or debarred from participating in contracting programs by any agency of the United States Government or of the state in which the work under this contract is to be performed.
- (c) The Contractor shall be as fully responsible for the acts or omissions of its subcontractors, and of persons either directly or indirectly employed by them as for the acts or omissions of persons directly employed by the Contractor.
- (d) The Contractor shall insert appropriate clauses in all subcontracts to bind subcontractors to the terms and conditions of this contract insofar as they are applicable to the work of subcontractors.
- (e) Nothing contained in this contract shall create any contractual relationship between any subcontractor and the PHA or between the subcontractor and HUD.

### 38. Subcontracting with Small and Minority Firms, Women's Business Enterprise, and Labor Surplus Area Firms

The Contractor shall take the following steps to ensure that, whenever possible, subcontracts are awarded to small business firms, minority firms, women's business enterprises, and labor surplus area firms:

- (a) Placing qualified small and minority businesses and women's business enterprises on solicitation lists;
- (b) Ensuring that small and minority businesses and women's business enterprises are solicited whenever they are potential sources;
- (c) Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses and women's business enterprises;
- (d) Establishing delivery schedules, where the requirements of the contract permit, which encourage participation by small and minority businesses and women's business enterprises; and
- (e) Using the services and assistance of the U.S. Small Business Administration, the Minority Business Development Agency of the U.S. Department of Commerce, and State and local governmental small business agencies.

### 39. Equal Employment Opportunity

During the performance of this contract, the Contractor agrees as follows:

- (a) The Contractor shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, national origin, or handicap.
- (b) The Contractor shall take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, national origin, or handicap. Such action shall include, but not be limited to, (1) employment, (2) upgrading, (3) demotion, (4) transfer, (5) recruitment or recruitment advertising, (6) layoff or termination, (7) rates of pay or other forms of compensation, and (8) selection for training, including apprenticeship.



- (c) The Contractor shall post in conspicuous places available to employees and applicants for employment the notices to be provided by the Contracting Officer that explain this clause.
- (d) The Contractor shall, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, national origin, or handicap.
- (e) The Contractor shall send, to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, the notice to be provided by the Contracting Officer advising the labor union or workers' representative of the Contractor's commitments under this clause, and post copies of the notice in conspicuous places available to employees and applicants for employment.
- (f) The Contractor shall comply with Executive Order 11246, as amended, and the rules, regulations, and orders of the Secretary of Labor.
- (g) The Contractor shall furnish all information and reports required by Executive Order 11246, as amended, Section 503 of the Rehabilitation Act of 1973, as amended, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto. The Contractor shall permit access to its books, records, and accounts by the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
- (h) In the event of a determination that the Contractor is not in compliance with this clause or any rule, regulation, or order of the Secretary of Labor, this contract may be canceled, terminated, or suspended in whole or in part, and the Contractor may be declared ineligible for further Government contracts, or Federally assisted construction contracts under the procedures authorized in Executive Order 11246, as amended. In addition, sanctions may be imposed and remedies invoked against the Contractor as provided in Executive Order 11246, as amended, the rules, regulations, and orders of the Secretary of Labor, or as otherwise provided by law.
- (i) The Contractor shall include the terms and conditions of this clause in every subcontract or purchase order unless exempted by the rules, regulations, or orders of the Secretary of Labor issued under Executive Order 11246, as amended, so that these terms and conditions will be binding upon each subcontractor or vendor. The Contractor shall take such action with respect to any subcontract or purchase order as the Secretary of Housing and Urban Development or the Secretary of Labor may direct as a means of enforcing such provisions, including sanctions for noncompliance; provided that if the Contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction, the Contractor may request the United States to enter into the litigation to protect the interests of the United States.
- (j) Compliance with the requirements of this clause shall be to the maximum extent consistent with, but not in derogation of, compliance with section 7(b) of the Indian Self-Determination and Education Assistance Act and the Indian Preference clause of this contract.
- 40. Employment, Training, and Contracting Opportunities for Low-Income Persons, Section 3 of the Housing and Urban Development Act of 1968.**
- (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 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.
- (g) With respect to work performed in connection with section 3 covered Indian housing assistance, section 7(b) of the Indian Self-Determination and Education Assistance Act (25 U.S.C. 450e) also applies to the work to be performed under this contract. Section 7(b) requires that to the greatest extent feasible (i) preference and opportunities for training and employment shall be given to Indians, and (ii) preference in the award of contracts and subcontracts shall be given to Indian organizations and Indian-owned Economic Enterprises. Parties to this contract that are subject to the provisions of section 3 and section 7(b) agree to comply with section 3 to the maximum extent feasible, but not in derogation of compliance with section 7(b).

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#### 41. Interest of Members of Congress

No member of or delegate to the Congress of the United States of America shall be admitted to any share or part of this contract or to any benefit that may arise therefrom.

#### 42. Interest of Members, Officers, or Employees and Former Members, Officers, or Employees

No member, officer, or employee of the PHA, no member of the governing body of the locality in which the project is situated, no member of the governing body of the locality in which the PHA was activated, and no other public official of such locality or localities who exercises any functions or responsibilities with respect to the project, shall, during his or her tenure, or for one year thereafter, have any interest, direct or indirect, in this contract or the proceeds thereof.

#### 43. Limitations on Payments made to Influence Certain Federal Financial Transactions

- (a) The Contractor agrees to comply with Section 1352 of Title 31, United States Code which prohibits the use of Federal appropriated funds to pay any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, and officer or employee of Congress, or an employee of a Member of Congress in connection with any of the following covered Federal actions: 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; or the modification of any Federal contract, grant, loan, or cooperative agreement.
- (b) The Contractor further agrees to comply with the requirement of the Act to furnish a disclosure (OMB Standard Form LLL, Disclosure of Lobbying Activities) 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 in connection with a Federal contract, grant, loan, or cooperative agreement.

#### 44. Royalties and Patents

The Contractor shall pay all royalties and license fees. It shall defend all suits or claims for infringement of any patent rights and shall save the PHA harmless from loss on account thereof; except that the PHA shall be responsible for all such loss when a particular design, process or the product of a particular manufacturer or manufacturers is specified and the Contractor has no reason to believe that the specified design, process, or product is an infringement. If, however, the Contractor has reason to believe that any design, process or product specified is an infringement of a patent, the Contractor shall promptly notify the Contracting Officer. Failure to give such notice shall make the Contractor responsible for resultant loss.

#### 45. Examination and Retention of Contractor's Records

- (a) The PHA, HUD, or Comptroller General of the United States, or any of their duly authorized representatives shall, until 3 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.
- (b) The Contractor agrees to include in first-tier subcontracts under this contract a clause substantially the same as paragraph (a) above. "Subcontract," as used in this clause, excludes purchase orders not exceeding \$10,000.
- (c) The periods of access and examination in paragraphs (a) and (b) above for records relating to (1) appeals under the Disputes clause of this contract, (2) litigation or settlement of claims arising from the performance of this contract, or (3) costs and expenses of this contract to which the PHA, HUD, or Comptroller General or any of their duly authorized representatives has taken exception shall continue until disposition of such appeals, litigation, claims, or exceptions.

#### 46. Labor Standards - Davis-Bacon and Related Acts

If the total amount of this contract exceeds \$2,000, the Federal labor standards set forth in the clause below shall apply to the development or construction work to be performed under the contract.

- (a) Minimum Wages.
  - (1) All laborers and mechanics employed under this contract in the development or construction 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

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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 taken 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 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 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) (1) 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 and 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.
- (2) 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.

- (3) 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.
- (e) 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.
- (f) Contract termination; debarment. A breach of this contract clause may be grounds for termination of the contract and for debarment as a Contractor and a subcontractor as provided in 29 CFR 5.12.
- (g) 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.
- (h) 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.
- (i) 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.
- (j) Contract Work Hours and Safety Standards Act. As used in this paragraph, the terms "laborers" and "mechanics" include watchmen and guards.
- (1) Overtime requirements. No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics, including watchmen and guards, shall require or permit any such laborer or mechanic in any workweek in which the individual is employed on such work to work in excess of 40 hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of 40 hours in such workweek.
  - (2) Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the provisions set forth in subparagraph (j)(1) of this clause, the Contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such Contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic (including watchmen and guards) employed in violation of the provisions set forth in subparagraph (j)(1) of this clause, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of 40 hours without payment of the overtime wages required by provisions set forth in subparagraph (j)(1) of this clause.
  - (3) Withholding for unpaid wages and liquidated damages. 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 any moneys payable on account of work performed by the Contractor or subcontractor under any such contract or any Federal contract with the same prime Contractor, or any other Federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime Contractor, such sums as may be determined to be necessary to satisfy any liabilities of such Contractor or subcontractor for unpaid wages and liquidated damages as provided in the provisions set forth in subparagraph (j)(2) of this clause.
- (k) 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.

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#### 47. Non-Federal Prevailing Wage Rates

- (a) Any prevailing wage rate (including basic hourly rate and any fringe benefits), determined under State or tribal 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:
  - (1) 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;
- (b) 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
- (c) An applicable trainee wage rate based thereon specified in a DOL-certified trainee program.

#### 48. 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.



**EXHIBIT J**

**Certification of Acceptance of HUD 5370 General Conditions for  
Construction Contracts- Public Housing Programs**



## **Certification of Acceptance**

### **HUD Form 5370 General Conditions for Construction Contracts – Public Housing Program**

The undersigned certifies that he/she, on the behalf of the bidding company,  
\_\_\_\_\_, has read, understands, accepts and will abide  
by all of the conditions stipulated in and set forth by the HUD Form 5370 General  
Conditions for Construction Contracts – Public Housing Programs. Full copy of this form  
is located in the Specifications Documents under Exhibit I.

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

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

\_\_\_\_\_

(Company Name)

Offeror, if the Offeror is an Individual  
Partner, if the Offeror is a Partnership  
Officer, if the Offeror is a Corporation





**EXHIBIT L**

**Non-Collusive Affidavit of Contractor/Subcontractor**

**NON-COLLUSIVE AFFIDAVIT OF CONTRACTOR/SUBCONTRACTOR**

State of \_\_\_\_\_ )

County of \_\_\_\_\_ )

\_\_\_\_\_, being first duly sworn, deposes and says that: \_\_\_\_\_ (a partner or officer of the firm of, etc.) is the party making the foregoing proposal or bid, that such proposal or bid is genuine and not collusive or sham; that said bidder has not colluded, conspired, connived or agreed, directly or indirectly with any bidder or person to put in a sham bid or to refrain from bidding, and has not in any manner, directly or indirectly, sought by agreement or collusion, or communication or conference, with any person, to fix the bid price of affiant or of any other bidder, or to secure any advantage against the Pinellas County Housing Authority or any person interested in the proposed contract; and that all statements in said proposal or bid are true.

By: \_\_\_\_\_

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

Date: \_\_\_\_\_

Subscribed and sworn before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

\_\_\_\_\_  
STATE OF \_\_\_\_\_ NOTARY PUBLIC

My commission expires \_\_\_\_\_, 20\_\_.

Personally known

OR produced identification

\_\_\_\_\_  
(Type of identification)



**EXHIBIT M**

**Sworn Statement Pursuant to Section 287.133(3)(a), Florida Statutes,  
on 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 PINELLAS COUNTY HOUSING AUTHORITY**

By \_\_\_\_\_  
(Name) (Title)

for \_\_\_\_\_  
(Company name)

whose business address is

\_\_\_\_\_  
(Address) (City) (State) (Zip Code)

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(l)(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, 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, bribery,-collusion, racketeering, conspiracy, or material misrepresentation.
3. I understand that "convicted" or "conviction" as defined in Paragraph 287.133(l)(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 to 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(l)(a), Florida Statutes means:
- a. A predecessor or successor of a person convicted of a public entity crime; or
  - b. An entity under the 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 thirty-six (36) months shall be considered an affiliate.

5. I understand that a "person" as defined in Paragraph 287.133(l)(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 management of an entity.
6. **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 its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the 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 its officers, directors executives, partners, shareholders, employees, members, -or agents who are active in the management of the entity, or an 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 its officers, directors executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, or an affiliate of the entity 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 Administrative 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 THE 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)

Sworn and subscribed before me this \_\_\_\_\_ day of \_\_\_\_\_, 2\_\_\_\_\_, who is  
Personally known \_\_\_\_\_  
OR produced identification \_\_\_\_\_  
Notary Public - State of \_\_\_\_\_

My commission expires: \_\_\_\_\_  
(Printed typed or stamped commissioned name of notary public)

**Signature of Notary**



**EXHIBIT N**

**Certification of Authorization to Execute  
Bid/Contract on Behalf of Company**

**CONTRACTOR'S CERTIFICATION OF AUTHORIZATION TO EXECUTE BID/CONTRACT ON BEHALF OF COMPANY**

I, \_\_\_\_\_, certify that I am the \_\_\_\_\_ of the corporation named as Contractor herein; that \_\_\_\_\_, who signed this Bid/Contract on behalf of the Contractor, was then \_\_\_\_\_ of said corporation; that said Bid/Contract was duly signed for and on behalf of said corporation by authority of its governing body, and is within the scope of its corporate powers.

Affix Corporate Seal:

By: \_\_\_\_\_

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

Date: \_\_\_\_\_



**EXHIBIT O**

**Minority/Women-Owned Business Enterprise (M/WBE) Certificate  
(Bidder must provide certificate, if applicable)**





**EXHIBIT P**

**M/WBE Utilization Summary**



## **INSTRUCTIONS FOR MINORITY AND WOMEN-OWNED BUSINESS ENTERPRISE (M/WBE) UTILIZATION SUMMARY**

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The Pinellas County Housing Authority (PCHA) is required by federal law as a Public Housing Agency to promote economic opportunities for the clientele it serves. Toward that end, PCHA recognizes and considers the efforts of its Proposers in enlisting the services of small disadvantaged businesses. The Utilization Summary included herein must be completed and submitted by each Proposer. It is designed to monitor the Proposer's commitment to fulfilling PCHA's objectives in promoting economic opportunities for small disadvantaged businesses. The following instructions are designed to assist in the preparation of the Utilization Summary.

1. Enter the dollar amount of the base bid submitted by Proposer.
2. Indicate what dollar amount of the base bid Proposer intends to utilize in partnering, joint-venturing, or subcontracting with Minority/Woman-Owned Businesses as defined at the bottom of the Utilization Summary page. If no M/WBE participation is anticipated, enter \$0.00 as the 'Total M/WBE Goal'.
3. Enter the complete name and address of the Minority/Woman-Owned Business Enterprise(s) that Proposer intends to utilize.
4. Specify the trade, telephone number, and anticipated dollar amount to be paid to the firms named.
5. Provider's representative signs and dates Utilization Summary.
6. Submit Utilization Summary with proposal.
7. After the contract is awarded, each invoice or draw request submitted by Provider must include a copy of Utilization Summary to include the total dollars allocated to M/WBE firms from the contract amount, as well as the percentage (%) of the base bid.
8. Provider's representative signs and submits Utilization Summary with each invoice or draw request.
9. Attach a copy of the M/WBE's current certificate.





**EXHIBIT R**

**Listing of All Contracts from the Past Three (3) Years  
\*to be provided by Bidder on company letterhead**



**EXHIBIT S**

**Contract (Sample)**



**CONTRACT BETWEEN  
THE PALM LAKE VILLAGE HOUSING CORPORATION  
AND \_\_\_\_\_ FOR  
ROOF REPLACEMENT AT CRYSTAL LAKES MANOR APARTMENTS  
CONTRACT# 18-004**

**THIS CONTRACT** made as of this \_\_\_\_\_ day of \_\_\_\_\_ in the year of Two Thousand Eighteen (2018) by and between the Palm Lake Village Housing Corporation (PLVHC), a Florida Not-For-Profit corporation, an instrumentality of the Pinellas County Housing Authority (PCHA), a public body corporate and politic organized under the laws of the State of Florida, with its principal place of business located at 11479 Ulmerton Road, Largo, Florida 33778, and \_\_\_\_\_, with its principal place of business located at \_\_\_\_\_, hereafter referred to collectively as "Provider".

**WITNESSETH**, that the Provider and PLVHC for the consideration stated herein mutually agree as follows:

**ARTICLE 1. Statement of Work** Provider will furnish all necessary materials, equipment and labor to perform roof replacement requirements at Crystal Lakes Manor Apartments. The work is further described in IFB# 18-004 and Provider's bid attached hereto as Part A and Part B, respectively.

**ARTICLE 2 Term** Services provided by Provider hereunder shall commence upon execution of this Contract, issuance of a Notice to Proceed, or the receipt of necessary permits, whichever is later, and shall last for a period of thirty (30) business days.

**ARTICLE 3. Contract Price** PLVHC shall pay Provider for the performance of the Contract in current funds for a firm fixed fee in the amount of \_\_\_\_\_ and \_\_\_/100 dollars (\$\_\_\_\_\_) to include the entire scope of work as identified in IFB# 18-004.

**ARTICLE 4. Payment** PLVHC will pay Provider within thirty (30) calendar days of receipt of approved applications for payment. PLVHC will pay Provider for services as listed in Provider's bid attached hereto as Part B.

**ARTICLE 5. Venue and Jurisdiction** In the event that a cause of action arises, either at law or in equity, from or in reference to this Agreement (including those documents incorporated by reference and attached hereto) both parties agree that such action shall be filed and pursued only in the appropriate State or Federal court located in Pinellas County, Florida, or the nearest venue thereto if not located directly as specified herein. This Agreement shall be governed by and construed in accordance with the laws of the State of Florida.

**ARTICLE 6. Insurance** Provider agrees to provide insurance certifications as stated in IFB# 18-004 prior to commencement of services as prescribed in Article 1. Should the insurance lapse or terminate, Provider agrees to acquire new coverage within ten (10) days of such lapse or termination.

**ARTICLE 7. Indemnification** In the course of performing the services under this Agreement, the Provider shall assume full liability for any and all claims and demands for injury and property damage caused by its employees, agents, subcontractors or equipment. To the extent any such claim is made or determined payable against PLVHC, the Provider further shall indemnify and hold PLVHC harmless therefore. This shall include any and all claims arising from the implementation of this Agreement and arising from the performance of services undertaken by the Provider, its employees, subcontractors or agents and arising out of any other operation no matter by whom performed for and on behalf of the Provider, whether or not due in whole or in part to conditions, acts, or omissions done or permitted by the Provider or PLVHC. No remedy herein provided shall be deemed exclusive of any other remedy allowed at law or in equity.

**ARTICLE 8. Termination** PLVHC shall have the right to terminate this Agreement, with or without cause, in accordance with the General Conditions for Construction Contracts, attached hereto as Part F.

**ARTICLE 9. No Duty Except as Expressly Stated** There shall be no duty owed by either party to this Agreement except those that are expressly stated herein.

**ARTICLE 10. Retention of Records** Provider agrees to the retention of all records pertinent to this Contract for ten (10) years after PLVHC makes final payment hereunder.

**ARTICLE 11. Personnel** A list of personnel who shall be employed by Provider to perform the services described herein, and any subcontractors and substitutions for named personnel shall be subject to PLVHC review and approval. Provider shall not terminate and replace approved personnel and/or subcontractors without adequate notification to PLVHC. Provider will state in its subcontracts that the subcontracts are assignable to PLVHC at PLVHC's discretion. Provider will not employ or otherwise incur an obligation to pay other specialists or experts for services in connection with services herein without prior approval of the Executive Director.

**ARTICLE 12. Warranties, Representations and Special Conditions** In connection with the execution of this Agreement, the Provider warrants and represents:

That the Provider has carefully examined and analyzed the provisions and requirements of this Agreement including the attachments and exhibits hereto, and that it understands the nature of the services required hereunder;

That, except for those representations, statements, or promises expressly contained in this Agreement, and any exhibits or attachments hereto, no representation, statement or promise, oral or in writing, or of any kind whatsoever, by PLVHC, its officials, agents, or employees, to induce the Provider to enter into this Agreement or has been relied upon by the Provider;

That the Provider and, to the best of its knowledge, its subcontractors, if any, are not in violation of any applicable laws of the State of Florida;

That the Provider acknowledges that PLVHC, in its selection of the Provider to perform the services hereunder, materially relied upon the Provider's supplied information to select it for the performance of these services;

The Provider understands and agrees that any certification, affidavit or acknowledgement made under oath in connection with this Agreement is made under penalty of perjury and, if false, is also cause for termination of this Agreement;

That it is financially solvent, that it and each of its employees, agents, Provider or any of them is competent to perform the services required under this Agreement; and that the Provider is legally authorized to execute and perform or cause to be performed this Agreement under the terms and conditions stated herein;

That no officer, agent, or employee of PLVHC is employed by the Provider or has a financial interest directly or indirectly in this Agreement or the compensation to be paid hereunder except as may be permitted in writing by PLVHC and that no payment, gratuity or offer of employment shall be made in connection with this Agreement by or on behalf of any subcontractors to the Provider or higher tier subcontractors or anyone associated therewith as an inducement for the award of a subcontract or order of goods or equipment; and the Provider further acknowledges that any Agreement entered into, negotiated or performed in violation of any of the provisions set forth herein shall be voidable as to PLVHC;

That the Provider shall not knowingly use the services of any ineligible subcontractors or consultant for any purpose in the performance of its services under this Agreement;

That the Provider and its subcontractors, if any, are not in default at the time of the execution of this Agreement, or deemed to have, within ten (10) years immediately preceding the date of this Agreement, been found to be in default on any Agreement awarded by PLVHC or HUD, and/or discharged by PLVHC or HUD from its employ in the past ten (10) years;

That the Agreement is feasible to perform in accordance with all of its provisions and requirements and the Provider can and shall perform, or cause to be performed, the services in accordance with the provisions and requirements of this Agreement.

**ARTICLE 13. Business Documents** To the extent applicable, the Provider shall provide copies of business licenses, applicable permits, its latest articles of incorporation, by-laws and resolutions, and evidence of its authority to do business in the State of Florida, including, without limitation, registration as a foreign corporation or registrations of assumed names or limited partnerships and certifications of good standing with the Office of the Secretary of the State of Florida, at the request of PLVHC at any time during the term of this Contract.

**ARTICLE 14. Public Records** To the extent applicable, the Provider shall provide access to public records in accordance with the requirements of Florida Statutes § 119.0701.

**ARTICLE 15. Contract Documents** The Contract shall consist of the following component parts the terms and conditions of which being binding upon the Provider regardless of whether the Provider is referenced as the Proposer, Successful Proposer, Bidder/Offeror or Provider, as is fully set forth in this Contract.

This Instrument and:

Part A. IFB# 18-004, and all exhibits and addenda

Part B. Provider's Bid dated \_\_\_\_\_

Part C. Provider's Certificate of Insurance, naming PLVHC as additional insured



- Part D. Notice to Proceed
- Part E. Payment and Performance Bond
- Part F. General Conditions for Construction Contracts (form HUD-5370)

In the event of a conflict between the General Conditions and any part of this contract, the General Conditions will prevail.

IN WITNESS WHEREOF, the parties hereto have caused this instrument to be executed in **TWO** (2) original counterparts as of the day and year first above written.

SIGNED this \_\_\_\_\_ day of \_\_\_\_\_, 2016.

PALM LAKE VILLAGE  
HOUSING CORPORATION

BY: \_\_\_\_\_

NAME: Debra Johnson

TITLE: General Manager

BUSINESS ADDRESS:  
11479 Ulmerton Road  
Largo, FL 33778

BY: \_\_\_\_\_

NAME: \_\_\_\_\_

TITLE: \_\_\_\_\_

BUSINESS ADDRESS:  
\_\_\_\_\_  
\_\_\_\_\_

WITNESS:  
\_\_\_\_\_

\_\_\_\_\_

WITNESS:  
\_\_\_\_\_

\_\_\_\_\_



**EXHIBIT T**

**Notice to Proceed (Sample)**



**NOTICE TO PROCEED**

CONTRACTOR NAME:  
STREET ADDRESS:  
CITY, STATE, ZIP:  
TELEPHONE :  
FAX:

CONTRACT NO.: 18-004  
DATE:  
PROJECT: Roof Replacement  
LOCATION: Crystal Lakes Manor Apartments  
3802 62<sup>nd</sup> Avenue North  
Pinellas Park, FL 33781

TO WHOM IT MAY CONCERN:

Pursuant to the terms of your Agreement dated \_\_\_\_\_, 2018 with Palm Lake Village Housing Corporation (PLVHC) for Contract Number 18-004, you are hereby notified and are hereby authorized to commence work as stated in Article 1 of Contract# 18-004, for said work described in IFB# 18-004, at the start of business on \_\_\_\_\_, 2018.

Please note carefully and fulfill the requirements of the General Conditions for Construction Contracts relative to the submittal and approval of Workers' Compensation and Contractors' public liability insurance.

You are informed that \_\_\_\_\_, 727-443-7684, extension \_\_\_\_\_, is duly authorized to administer your contract for, and in the name of, the PLVHC.

Under separate cover, there is being forwarded to you one set of the contract documents.

Please acknowledge receipt of this Notice by signing and dating two (2) originals. Please retain one fully executed document for your files and return one fully executed original promptly to this office.

ACCEPTED:

(NAME OF CONTRACTOR)  
CORPORATION

PALM LAKE VILLAGE HOUSING

BY: \_\_\_\_\_

BY: \_\_\_\_\_

NAME: \_\_\_\_\_

NAME: Debra Johnson

TITLE: \_\_\_\_\_

TITLE: General Manager

DATE: \_\_\_\_\_, 2018



**EXHIBIT U**

**Labor and Material Payment Bond (Sample)**

## LABOR AND MATERIAL PAYMENT BOND

THIS BOND IS ISSUED SIMULTANEOUSLY WITH PERFORMANCE BOND IN FAVOR OF THE OWNER CONDITIONED ON THE FULL AND FAITHFUL PERFORMANCE OF THE CONTRACT

---

KNOW ALL MEN BY THESE PRESENT:

as Principal, hereinafter called Contractor, and,

as Surety, hereinafter called Surety, are held and firmly bound unto the Pinellas County Housing Authority as Obligee, hereinafter called Owner, for the use and benefit of claimants as hereinbelow defined, in the amount of \_\_\_\_\_ for the payment whereof Contractor and Surety bind themselves, their heirs, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS,

Contractor has by written agreement, dated \_\_\_\_\_, entered into a contract with the Owner for \_\_\_\_\_, Project Number \_\_\_\_\_ in accordance with Drawings and Specifications prepared by \_\_\_\_\_ which contract is by reference made a part hereof, and is hereinafter referred to as the Contract.

THE CONDITIONS OF THIS BOND ARE AS FOLLOWS:

1. Contractor shall promptly make all payments owing when due to all persons who are defined in Section 713.10, Florida Statutes, whose claims derive directly or indirectly from the prosecution of the work provided for in the Contract, then this Bond is void; otherwise, it remains in full force and effect.
2. Each said claimant shall have a right of action against the Contractor and Surety for the amount due him. No such action shall subject the Obligee to any cost, expense, loss of damage, and Contractor shall promptly pay Obligee for the full measure of all cost, expense, loss, damage, and attorney's fees sustained by Obligee as a result of any default by Contractor under the contract.
3. Pursuant to Section 255.05, Florida Statutes, a claimant, except a laborer, who is not in privity with the Contractor and who has not received payment for his labor, materials, equipment or supplies shall, within forty-five (45) days after beginning to furnish labor, materials, equipment or supplies for the prosecution of the work furnish the Contractor with a

notice that i.e. intends to look to the Bond for protection. A claimant who is not in privity with the Contractor and who has not received payment for his labor, materials, equipment or supplies shall, within ninety (90) days after completion performance of the labor or after completing delivery of the materials, equipment or supplies, deliver to the Contractor and to the Surety written notice of the performance of the labor or delivery of the materials, equipment or supplies and the nonpayment. No action for the labor, materials, equipment or supplies may be instituted against the Contractor or the Surety after one year from the date performance of the labor is completed or delivery of the materials, equipment or supplies is completed.

4. An action against the Surety or the Contractor or both, may be brought in the county in which the public building or public work is being constructed or repaired or in any other place authorized by the provisions of Chapter 47, Florida Statutes.
5. The amount of this Bond shall be changed only to the extent that the contract sum is changed in accordance with applicable provisions of the Contract for Construction.
6. Neither any change in or under the Contract documents, nor any compliance or noncompliance with any formalities provided in the Contract or the change shall relieve the Surety of its obligations under this Bond.

\_\_\_\_\_  
Date Signed and Sealed by All Parties

\_\_\_\_\_  
Signature of Witness

\_\_\_\_\_  
Signature of Contractor (Seal)

\_\_\_\_\_  
Type Name and Title

\_\_\_\_\_  
Signature of Witness

\_\_\_\_\_  
Signature of Attorney-in-Fact (Seal)

\_\_\_\_\_  
Type Name

\_\_\_\_\_  
Signature of Witness

\_\_\_\_\_  
Signature of Florida Resident Agent

\_\_\_\_\_  
Type Name and Social Security Number

Power of Attorney attached hereto

## NOTES CONCERNING SURETY AND EXECUTION

### A. SURETY COMPANY REQUIREMENTS

To be acceptable to the Owner, a Surety Company shall comply with all the requirements of the Conditions of the Contract.

### B. EXECUTION OF BOND

1. Enter the Surety Company's name and address on each copy of the Bond in the space provided.
2. Enter the date shown on page 1 of the Agreement in the space provided on each copy of the Bond.
3. Enter the date of execution on each copy of the Bond in the space provided. This date must be the same as the date shown on page 1 of the Agreement.
4. Have each copy of the Bond signed by the same person that signed the Agreement on behalf of the Contractor. Type in that person's name and title in the place provided on each copy of the Bond, and have one other individual witness that person's signature on each copy of the Bond. Also, have the Contractor's corporate seal affixed to each copy of the Bond beside that person's signature (No facsimiles are acceptable).
5. Have each copy of the Bond signed by the person authorized to sign on behalf of the Surety Company. Type in that person's name in the place provided on each copy of the Bond, and have one other individual witness that person's signature on each copy of the Bond. Also, have the Surety Company's corporate seal affixed to each copy of the Bond beside that person's signature (No facsimiles are acceptable).
6. Have each copy of the Bond signed by a Florida Resident Agent (reference Chapters 624.425 and 624.426 of the Florida Statutes). Type in that person's name and Social Security number in the place provided on each copy of the Bond and have one other individual witness that person's signature on each copy of the Bond. This may be the same person indicated in B.5 above, if this person is a Florida Resident Agent and is also authorized to sign on behalf of the Surety Company as Attorney-in-Fact.
7. Each copy of the Bond must have a Power of Attorney attached indicating that the person in B.5 above is authorized to sign on behalf of the Surety Company.
8. Each copy of the Power of Attorney must have the Surety Company's corporate seal and a notary seal either manually affixed or they may utilize facsimile reproductions of the same.

9. If the date of execution of the Power of Attorney is not the same as the date shown on page 1 of the Agreement, then the Power of Attorney must be certified to still be in effect on the date shown on page 1 of the Agreement.

SAMPLE





**EXHIBIT V**

**Performance Bond (Sample)**

## PERFORMANCE BOND

THIS BOND IS ISSUED SIMULTANEOUSLY WITH LABOR AND MATERIAL PAYMENT BOND IN FAVOR OF THE OWNER CONDITIONED ON THE FULL AND FAITHFUL PERFORMANCE OF THE CONTRACT

---

KNOW ALL MEN BY THESE PRESENT:

as Principal, hereinafter called Contractor, and,

as Surety, hereinafter called Surety, are held and firmly bound unto the Pinellas County Housing Authority as Obligee, hereinafter called Owner, in the amount of \_\_\_\_\_ for the payment whereof Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these present.

WHEREAS,

Contractor has by written agreement, dated \_\_\_\_\_, entered into a contract with the Owner for \_\_\_\_\_, Project Number \_\_\_\_\_ in accordance with Drawings and Specifications prepared by \_\_\_\_\_ which contract is by reference made a part hereof, and is hereinafter referred to as the Contract.

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION is such that, if Contractor shall promptly and faithfully perform said Contract and all obligations thereunder, then this obligation shall be null and void; otherwise it shall remain in full force and effect.

The Surety hereby waives notice of any alteration or extension of time made by the Owner.

Wherever Contractor shall be, and declared by Owner to be in default under the Contract, the Owner having performed Owner's obligations thereunder, the Surety may promptly remedy the default, in accordance with Section 255.05, Florida Statutes, or shall promptly

1. Complete the Contract in accordance with its terms and conditions; or
2. Obtain a bid or bids for completing the Contract in accordance with its terms and conditions, and upon determination by Surety of the lowest responsible bidder or, if the Owner elects, upon determination by the Owner and the Surety jointly of the lowest responsible bidder, arrange for a Contract between such bidder and Owner, and make available as work progresses (even though there should be a default or a succession of defaults under the Contract or Contracts of completion arranged under this paragraph) sufficient funds to pay the cost of completion less the balance of the Contract price; but not exceeding including other costs and damages for which the Surety may be

liable hereunder, the amount set forth in the first paragraph hereof, the term “balance of the Contract price,” as used in this paragraph, shall mean the total amount payable by Owner to Contractor under the Contract and any amendments thereto, less the amount properly paid by Owner to Contractor.

No right action shall accrue on this Bond to or for the use of any person or corporation other than the Owner named herein or the heirs, executors, administrators or successors of the Owner. The time within which the Owner can institute an action on this Bond against the Surety or Contractor shall be determined by the time periods of Section 95.11(3)(c), Florida Statutes.

\_\_\_\_\_  
Signature of Witness

\_\_\_\_\_  
Signature of Contractor (Seal)

\_\_\_\_\_  
Type Name and Title

\_\_\_\_\_  
Signature of Witness

\_\_\_\_\_  
Signature of Attorney-in-Fact (Seal)

\_\_\_\_\_  
Type Name

\_\_\_\_\_  
Signature of Witness

\_\_\_\_\_  
Signature of Florida Resident Agent

\_\_\_\_\_  
Type Name and Social Security Number

Power of Attorney attached hereto

## NOTES CONCERNING SURETY AND EXECUTION

### A. SURETY COMPANY REQUIREMENTS

To be acceptable to the Owner, a Surety Company shall comply with all the requirements of the Conditions of the Contract.

### B. EXECUTION OF BOND

1. Enter the Surety Company's name and address on each copy of the Bond in the space provided.
2. Enter the date shown on page 1 of the Agreement in the space provided on each copy of the Bond.
3. Enter the date of execution on each copy of the Bond in the space provided. This date must be the same as the date shown on page 1 of the Agreement.
4. Have each copy of the Bond signed by the same person that signed the Agreement on behalf of the Contractor. Type in that person's name and title in the place provided on each copy of the Bond, and have one other individual witness that person's signature on each copy of the Bond. Also, have the Contractor's corporate seal affixed to each copy of the Bond beside that person's signature (No facsimiles are acceptable).
5. Have each copy of the Bond signed by the person authorized to sign on behalf of the Surety Company. Type in that person's name in the place provided on each copy of the Bond, and have one other individual witness that person's signature on each copy of the Bond. Also, have the Surety Company's corporate seal affixed to each copy of the Bond beside that person's signature (No facsimiles are acceptable).
6. Have each copy of the Bond signed by a Florida Resident Agent (reference Chapters 624.425 and 624.426 of the Florida Statutes). Type in that person's name and Social Security number in the place provided on each copy of the Bond and have one other individual witness that person's signature on each copy of the Bond. This may be the same person indicated in B.5 above, if this person is a Florida Resident Agent and is also authorized to sign on behalf of the Surety Company as Attorney-in-Fact.
7. Each copy of the Bond must have a Power of Attorney attached indicating that the person in B.5 above is authorized to sign on behalf of the Surety Company.
8. Each copy of the Power of Attorney must have the Surety Company's corporate seal and a notary seal either manually affixed or they may utilize facsimile reproductions of the same.
9. If the date of execution of the Power of Attorney is not the same as the date shown on page 1 of the Agreement, then the Power of Attorney must be certified to still be in effect on the date shown on page 1 of the Agreement.



## **EXHIBIT X**

### **Scope of Work- Roof Replacement at Crystal Lakes Manor Apartments (13 Buildings)**



# **ROOF REPLACEMENT AT CRYSTAL LAKES MANOR APARTMENTS**

## **SCOPE OF WORK**

**Crystal Lakes Manor Apartments  
4100 62<sup>nd</sup> Avenue North  
Pinellas Park, Florida 33781**

1. Building 15 North
2. Building 15 South
3. Building 10 North
4. Building 10 South
5. Building 6 North
6. Building 6 South
7. Building 5
8. Building 26
9. Building 23
10. Building 22
11. Building 7 North
12. Building 14 North
13. Building 14 South

## **PART 1 GENERAL**

**All work must meet all building codes and OSHA requirements.**

### **1.01 SECTION INCLUDES**

- A. Asphalt roofing shingles.
- B. Leak barrier and deck protection.
- C. Metal flashing associated with shingle roofing.
- D. Attic ventilation.

### **1.02 REFERENCES**

- A. **ASTM A 653/A 653M** - Standard Specification for Steel Sheet, Zinc Coated (Galvanized) or Zinc-Iron Alloy-Coated (Galvannealed) by the Hot-Dip Process.
- B. **ASTM B 209** - Standard Specification for Aluminum and Aluminum-Alloy Sheet and Plate.
- C. **ASTM B 370** - Standard Specification for Copper Sheet and Strip for Building Construction.
- D. **ASTM D 2218** – Impact Resistance of Prepared Roof Covering Materials.
- E. **ASTM D 3018** - Standard Specification for Class A Asphalt Shingles Surfaced with Mineral Granules.
- F. **ASTM D 3161** - Standard Test Method for Wind-Resistance of Asphalt Shingles (Fan-Induced Method).
- G. **ASTM D 3462** – Standard Specification for Asphalt Shingles Made From Glass Felt and Surfaced with Mineral Granules.
- H. **ASTM D 4586** - Standard Specification for Asphalt Roof Cement, Asbestos-Free.
- I. **ASTM D 7158** - Standard Test Method for Wind-Resistance of Sealed Asphalt Shingles (Uplift Force/Uplift Resistance Method).
- J. **UL 790** - Tests for Fire Resistance of Roof Covering Materials.
- K. **UL 997** - Wind Resistance of Prepared Roof Covering Materials.
- L. Asphalt Roofing Manufacturers Association (ARMA)
- M. National Roofing Contractors Association (NRCA)
- N. Sheet Metal and Air Conditioning contractors National Association, Inc. (SMACNA)
- O. American Society of Civil Engineers (ASCE)
  - 1. ASCE 7 – Minimum Design Load for Buildings and Other Structures
- P. U.S. Green Building Council (USGBC)

### **1.03 SUBMITTALS (To be submitted with bid)**

- A. Submit copies of product data sheets, detail drawings and samples for each type of roofing product with bid.
- B. Contractor shall have manufacturer's contractor certification for the roof installation.

### **1.04 QUALITY ASSURANCE**

- A. **Manufacturer Qualifications:** Provide all primary roofing products, including shingles, underlayment, leak barrier, and ventilation, by GAF®, CertainTeed or approved equal.

**B. Installer Qualifications:** Installer must be approved for installation of all roofing products to be installed under this section. Contractor to submit installation qualifications from manufacturer with bid.

### **1.05 REGULATORY REQUIREMENTS**

- A. Provide a roofing system achieving an Underwriters Laboratories (UL) Class A fire classification.
- B. Install all roofing products in accordance with all federal, state and local building codes.
- C. All work shall be performed in a manner consistent with current OSHA guidelines.

### **1.06 DELIVERY, STORAGE, AND HANDLING**

- A. Store all products in manufacturer's unopened, labeled packaging until they are ready for installation.
- B. Store products in a covered, ventilated area, at temperature not more than 110 degrees F (43 degrees C); do not store near steam pipes, radiators, or in direct sunlight.
- C. Store bundles on a flat surface. Maximum stacking height shall not exceed manufacturer's recommendations. Store all rolls on end.
- D. Store and dispose of solvent-based materials in accordance with all federal, state and local regulations.

### **1.07 WEATHER CONDITIONS**

- A. Proceed with work only when existing and forecasted weather conditions will permit work to be performed in accordance with manufacturer's recommendations.

### **1.08 WARRANTY**

- A. Provide to the owner a **Manufacturer's Warranty** covering:
  - a. Manufacturing defects: 100% coverage for materials and labor for:
    - i. 30 years with the first 15 years non- prorated.
  - b. Workmanship errors: 100% coverage for workmanship errors for:
    - i. 20 years.
  - c. Roof system NOT installed over an existing roof, all existing roof materials must be removed to the deck.
  - d. Full roof installations (Roofs installed on portions of buildings do not qualify) using the following manufacturer's specified products.
    - i. Use specified Roof Deck Protection.
    - ii. Use eligible specified Leak Barrier in valleys and around dormers, sidewalls, firewalls, chimneys, plumbing vents, and skylights.
    - iii. Use specified pre-cut starter strip products (only those with factory applied adhesive) at the eaves.
    - iv. Contractor must use eligible 12" minimum rigid plastic ridge ventilator designed to allow the passage of hot air out of attics with adequate intake ventilation. Manufacturer's exhaust ventilation products can be substituted only if rigid plastic ridge ventilator cannot be installed due to a structure's architecture. In any event, adequate ventilation should meet the following requirements:



1. Minimum net free ventilation area of 1 sq. ft. per 150 sq. ft. of ceiling area is required. When intake vents are located at the eaves and exhaust vents are located near the roof's peak (in a properly balanced system) for maximum air flow, ventilation may be reduced to 1 sq. ft. per 300 sq. ft. If these standards are not met, manufacturer cannot be responsible for damage caused by inadequate ventilation.
    - v. Contractor must use eligible manufacturer's roofing shingles, or approved equal.
    - vi. Contractor must use manufacturer's Ridge Cap Shingles or approved equal shingles that correspond to the shingle product being installed.
    - vii. **New metal flashings must be installed.** Metal drip edge must be used at eaves and at rake edges.
  - e. In addition to the requirements listed above, Contractor must register and pay for this warranty. On projects that total more than 250 squares, the permanent warranty will be issued only if the project passes manufacturer's final inspection.
- B. Provide to the owner a two (2) year Contractor Warranty on workmanship.**

## **PART 2 PRODUCTS**

### **2.01 MANUFACTURERS**

- A. Acceptable Manufacturers:** GAF® Materials Corporation, CertainTeed, or approved equal.
- B. Requests for substitution of products must be submitted with bid.**

### **2.02 SHINGLES**

- A.** Self sealing, granule surfaced, asphalt shingle with a strong fiberglass reinforced Micro Weave® core and StainGuard® protection, which prevents pronounced discoloration from blue-green algae through formulation/unique blends of granules. Architectural laminate styling provides a wood shake appearance with a 5" or 5 5/8" exposure. Features GAF®'s patented High Definition® color blends and enhanced shadow effect. UL 790 Class A rated with UL 997 Wind Resistance Label; ASTM D 7158, Class H; ASTM D 3161, Type 1; ASTM D 3018, Type 1; ASTM D 3462; CSA A123.5-98; Dade County Approved, Florida Building Code Approved, Texas Dept of Insurance Approved, ICC Report Approval. **Timberline® HD Lifetime High Definition Shingles**, by GAF®. Color: **White-Energy Star**, or approved equal.

### **2.03 RIDGE SHINGLES**

- A.** Distinctive self sealing hip and ridge cap shingle complementing the color of selected roof shingle. Each bundle covers approx. 25 lineal feet (7620 mm) with a 6 2/3" (169 mm) exposure. **Seal-A-Ridge® Ridge Cap Shingles** by GAF® or approved equal.

### **2.04 STARTER STRIP**

- A.** Self sealing starter shingle designed for all roof shingles. Each bundle covers approx. 60/120 lineal feet (18288/36576 mm). **ProStart™ Starter Strip** by GAF® or approved equal.

### **2.05 LEAK BARRIER**

- A.** Self-adhering, self sealing, bituminous leak barrier surfaced with a smooth polyethylene film.

Each Roll contains approx. 200 sq ft, 85 lbs (38.6 kg), 36" X 66.7". 60 mils thick.  
**WeatherWatch® Leak Barrier, by GAF® or approved equal.**

## **2.06 SHINGLE UNDERLAYMENT**

- A. Self-adhering, self-sealing, bituminous leak barrier surfaced with a smooth polyethylene film. Each Roll contains approx. 200 sq ft, 85 lbs (38.6 kg), 36" X 66.7". 60 mils thick.  
**WeatherWatch® Leak Barrier, by GAF® or approved equal.**

## **2.07 ROOFING CEMENT**

- A. Asphalt Plastic Roofing Cement meeting the requirements of ASTM D 4586, Type I or II.

## **2.08 ATTIC VENTILATION**

- A. Rigid plastic ridge ventilator designed to allow the passage of hot air out of attics. For use in conjunction with eave/ soffit intake ventilation products. Provides 18.0" sq. inches (11613 mm/m) in NFVA per lineal foot. Each package contains 40 lineal feet (12192 mm) of vent.  
**Cobra® Rigid Vent 3™** ridge vent (includes 3" galvanized ring shank nails), by GAF® or approved equal. **Note: Contractor shall submit ventilation calculation for the roof**

## **2.09 NAILS**

- A. Standard round wire, zinc-coated steel or aluminum; 10 to 12 gauge, smooth, barbed or deformed shank, with heads 3/8" (9.5 mm) to 7/16" (11 mm) in diameter. Length must be sufficient to penetrate into solid wood at least 3/4" (19 mm) or through plywood or oriented strand board by at least 1/8".

## **2.10 NAILING PATTERN**

### **Nailing Patterns from Standard Building Code**

Typical Roof Sheathing Nailing Pattern – High Wind Zones (SSTD 10-93)

**Thickness of Sheathing: 3/4"**

**Attachment Size: 8d common nails**

**Edge Spacing\*: 6"**

**Field Spacing: 6"**

\* At gable ends, sheathing nails should be installed at 4" on center.

## **2.11 METAL FLASHING**

- A. 24 gauge hot-dip galvanized steel sheet, complying with ASTM A 653/A 653M, G90/Z275.  
Color to match existing.

## **2.12 EXISTING GUTTERS**

- A. Remove/reinstall existing gutters and downspouts if current location hinders the installation of the new roofing system. Contractor shall replace any gutters and downspouts if damaged during construction.

## **PART 3 EXECUTION**

### **3.01 EXAMINATION**

- A. Do not begin installation until the roof deck has been properly prepared.
- B. If roof deck preparation is the responsibility of another installer; notify the architect or building owner of unsatisfactory preparation before proceeding.
- C. Contractor shall field verify all existing conditions. Building size, location and tenant notification requirements before proceeding with the work
- D. Bid shall include all required building permits.
- E. Any changes to the contract must be approved in advance and in writing. No verbal changes will be accepted.

### **3.02 PREPARATION**

- A. Remove existing roofing shingles down to the roof deck. Bid must include the removal of all layers of shingles and underlayment.
- B. Verify that the deck is dry, sound, clean and smooth. It shall be free of any depressions, waves, and projections.
- C. Clean deck surfaces thoroughly prior to installation of eaves protection membrane and underlayment.
- D. See preparation and installation notes below:
  - 1. **Price to include four (4) 4'x8' pieces of plywood per building. Credit shall be given to PCHA for any unused plywood. There are thirteen (13) buildings; base bid shall include fifty-two (52) sheets of plywood.**
  - 2. **Replace all damaged wood fascia as needed; match existing condition. Base bid shall include 10 linear feet PER building. Credit shall be given to PCHA for any unused material.**
  - 3. **Eliminate any existing metal water diverters currently placed on roof deck.**

### **3.03 INSTALLATION OF UNDERLAYMENTS**

#### **A. General:**

- 1. Install using methods recommended by manufacturer in accordance with local building codes. When local codes and application instructions are in conflict, the more stringent requirements shall take precedence.

#### **B. Eaves:**

- 1. Install eaves edge metal flashing tight with fascia boards; lap joints 2" (50 mm) and seal with plastic cement or high quality urethane sealant; nail at the top of the flange.

#### **C. Valleys:**

- 1. Install eaves protection membrane at least 36 wide and centered on the valley. **Lap ends 6"**

**(150 mm) and seal.**

2. Where valleys are indicated to be "open valleys", install metal flashing over eaves protection membrane before roof deck underlayment is installed; DO NOT nail through the flashing. Secure the flashing by nailing at 18" (457 mm) on center just beyond edge of flashing so that nail heads hold down the edge.

#### **D. Roof Deck:**

1. Install one layers of roof deck underlayment over the entire area not protected by eaves or valley membrane. Install sheets horizontally so water sheds and nail in place.
  - a. On roofs sloped at more than 4:12, lap horizontal edges at least 2" (50 mm) and at least 2" (50 mm) over eaves protection membrane.
  - b. On roofs sloped between 2:12 and 4:12, lap horizontal edges at least 19" (480 mm) and at least 19" (485 mm) over eaves protection membrane.
2. Lap ends at least 4" (100 mm). Stagger end laps of each layer at least 36" (915 mm).
3. Lap underlayment over valley protection at least 6" (150 mm).
4. Weather Watch or approved equal shall be installed over a clean, dry deck per manufacturer's recommendations.
5. Install Weather Watch or approved equal at eaves, valleys, rakes, skylights, dormers and other vulnerable leak areas.

#### **F. Penetrations:**

1. Vent pipes: Install a 24" (610 mm) square piece of eaves protection membrane lapping over roof deck underlayment; seal tightly to pipe.
2. Rake Edges: Install metal edge flashing over eaves protection membrane and roof deck underlayment; set tight to rake boards; lap joints at least 2" (50 mm) and seal with plastic cement; secure with nails.

### **3.04 INSTALLATION OF SHINGLES**

#### **A General:**

1. Install in accordance with manufacturer's recommendations and local building codes. When local codes and application instructions are in conflict, the more stringent requirements shall take precedence.

#### **B. Placement and Nailing:**

1. Secure with 6 nails per shingle per manufacturer's instructions or local codes.
2. Placement of nails varies based on the type of shingle specified. Consult the application instructions for the specified shingle for details.
3. Nails must be driven flush with the shingle surface. Do not overdrive or underdrive the nails.
4. Shingle offset varies based on the type of shingle specified. Consult the application instructions for the specified shingle for details.
5. Install valleys using the "closed cut valley" method:
  - Run the first course of shingles from the higher roof slope across the valley at least 12" (305

mm)

- Run succeeding courses of shingles from the lower roof slope across the valley at least

### **C. Penetrations**

1. All penetrations are to be flashed according to manufacturers, ARMA and NRCA application instructions and construction details.

## **3.05 VENTILATION**

### **A. General**

1. Ventilation must meet or exceed current FHA, HUD, and local code requirements.

### **B. Ridge / Soffit ventilation**

1. Install ridge vent along the entire length of ridges:
2. Cut continuous vent slots through the sheathing, stopping 6" (150 mm) from each end of the ridge.
3. On roofs without ridge board, make a slot 1" (25 mm) wide, on either side of the peak (2" overall).
4. On roofs with ridge board, make two slots 1-3/4" (89 mm) wide, one on each side of the peak (3 1/2" overall).
5. Install ridge vent material along the full length of the ridge, including uncut areas.
6. Butt ends of ridge vent material and join using roofing cement.
7. Install eaves vents in sufficient quantity to equal or exceed the ridge vent area.

## **3.06 PROTECTION**

- A. Clean up and haul away all roofing debris daily
- B. Use magnetic sweep to clean grounds around the building every day; twice daily during tear-off.**
- C. HVAC condensing units systems should be protected during roof tear-off.**
- D. Contractor shall be responsible for repairing or replacing any areas surrounding damaged by performing the scope of work.

## **GENERAL NOTES:**

- A. The contractor shall visit the facility and become thoroughly familiar with the existing conditions and scope of work prior to bidding. It is the responsibility of the contractor and each of his subcontractors to review the entire scope of work to assure coordination of all work affecting each trade. Failure to review all contract documents for applicable items of work shall not relieve the responsible party from performing all work required.
- B. Contractor shall obtain building permit(s), if required. All permit fees and associated costs shall be included in bid.
- C. All products specs may be substituted with an "Approved Equal". For consideration, all proposed "Approved Equal" product submittals must be included with bid.

- D. Work shall be completed within **thirty-five (35) working days** (Monday thru Friday 8:00 a.m. to 5:00 p.m. - no weekends) from the Notice to Proceed or after receipt of the building permit.
- a. **Leak barrier, shingle underlayment, and metal flashing must be installed the same day the existing roof has been removed.**
  - b. **Each roof shall be fully shingled within four (4) consecutive days or less of underlayment being installed. This will allow crews to tear off and install multiple roofs during the same week.**
- E. Liquidated damages shall be assessed at \$150.00 per day.
- F. Site usage – use of the site for any construction staging or other operations shall be coordinated with PCHA. Take care not to block or adversely affect any public or adjacent owner areas, or other areas not within the construction limits.
- G. During work the other units in the buildings will be occupied. The tenants are to be notified when work being performed at the building will affect them. **Contractor to update Management Office 48 hours prior to the demolition of the consecutive building.**
- H. Exit access – maintain free, safe, and approved means of egress in and out of project location and any occupied building(s) in accordance with requirements of applicable regulatory agencies.
- I. All work shall be performed in a first class, workmanlike manner matching and aligning all surfaces, where applicable, to afford a finished and clean appearance. The contractor shall clean all surfaces and remove all dirt and refuse caused by debris from installation techniques of each trade. Adjacent existing surfaces shall be left as they appeared prior to the commencement of work under this contract.
- J. The general contractor shall repair and restore to original all new work and existing improvements that may have been damaged as a result of work included in this contract. Contractor shall also repair any damages to landscaping and sod due to vehicles, trailers, and dumpsters.
- K. **Cleaning During Construction:** Remove waste materials, rubbish, and debris daily from the site and legally dispose of it at public or private dumping areas, off the job site.
- L. Contractor shall be responsible for maintaining conditions at the job site so as to meet the requirements of the Occupational Safety and Health Act (OSHA), during the entire construction period. This provision shall cover the contractor's employees and all other persons working upon or visiting the site. The contractor shall advise and inform his employees, subcontractors, and suppliers of all OSHA requirements.



**EXHIBIT Y**

**Crystal Lakes Manor Apartments Site Plan**

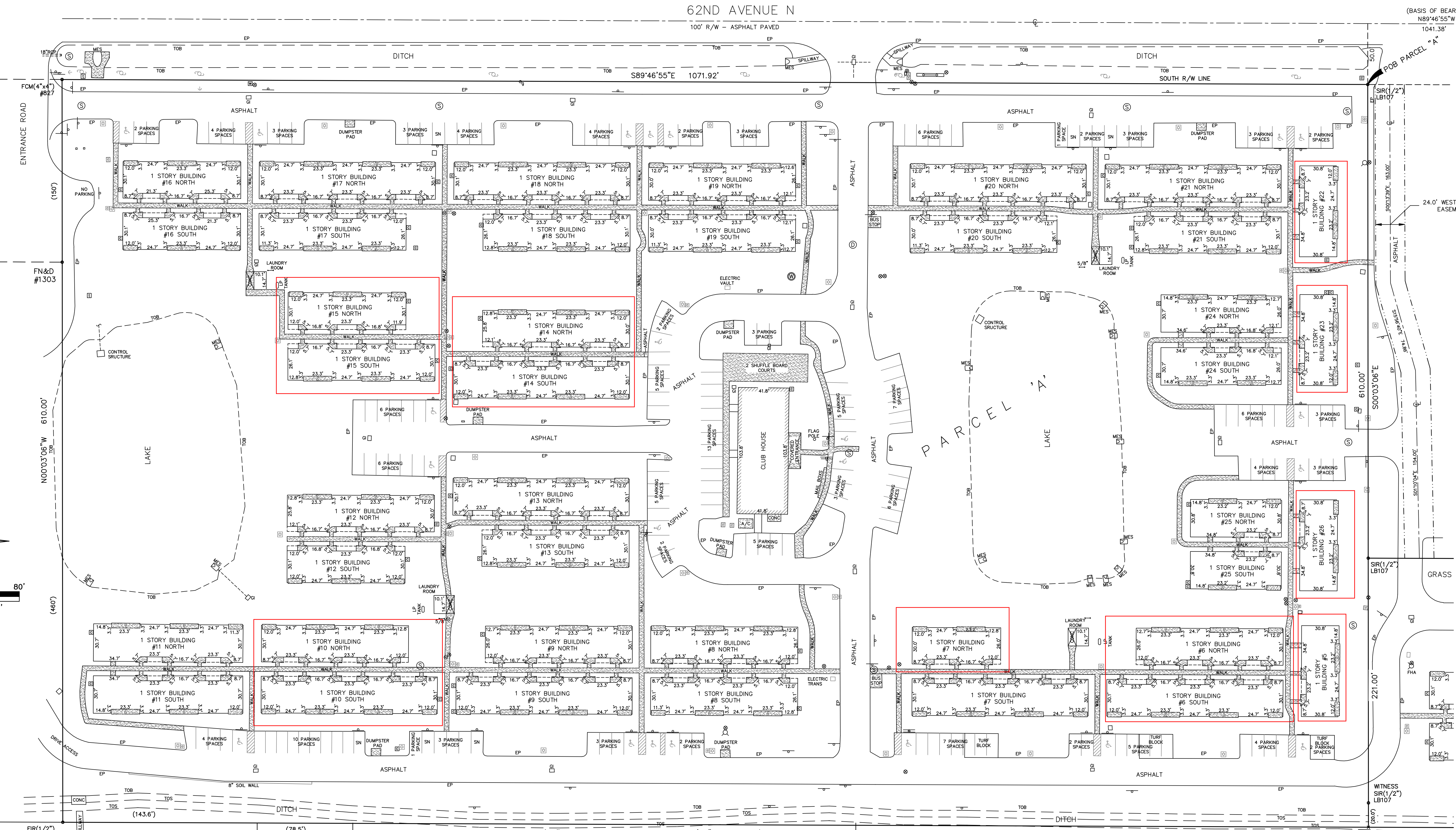


NE CORNER OF  
NW 1/4 SE 1/4 OF  
SECTION 34-30-16

- LEGEND**
- A ARC
  - A/C AIR CONDITIONER
  - B/FD BACK FLOW PREVENTION DEVICE
  - B.M. BENCHMARK
  - BOLL BOLLARD
  - C CHORD
  - CALCULATED CONCRETE BLOCK WALL
  - CHORD BEARING
  - CL CENTERLINE
  - CLF CHAIN LINK FENCE
  - CM CONCRETE MONUMENT
  - CONC. CONCRETE
  - C.T. CURB
  - CTV CABLE TELEVISION
  - DEED DEED
  - EP EDGE OF PAVEMENT
  - F FOUND
  - FHA FIRE HYDRANT ASSEMBLY
  - FPC FLORIDA POWER CORPORATION
  - GA GAS VALVE
  - GM GAS METER
  - GV GATE VALVE
  - GW GUTTER
  - IP IRON PIPE
  - IRP IRON ROD
  - LB LICENSED BUSINESS
  - LP LIGHT POLE
  - MEASURED MEASURED
  - MH MANHOLE
  - NAD NAN AND DISK
  - NFL NOT FIELD LOCATED
  - NO. NUMBER
  - OR/H OVERHEAD WIRES
  - ORD OFFICIAL RECORD
  - ORD ORDINANCE
  - PB PLAT BOOK
  - PAK/PAGES PAGE/PAGES
  - POB POINT OF BEGINNING
  - PSM PROFESSIONAL SURVEYOR & MAPPER
  - RADIUS
  - RECORD RECORD
  - REINFORCED CONCRETE PIPE REINFORCED CONCRETE PIPE
  - RECLAIMED WATER RECLAIMED WATER
  - RING RING
  - R/O/W RIGHT-OF-WAY
  - SET SET
  - SEC SANITARY CLEAN-OUT
  - SEC SECTION
  - SN SPECIAL NEEDS
  - S.T.M. TEMPORARY BENCH MARK
  - TOB TOP OF BANK
  - TOS TOP OF SLOPE
  - TRANS TRANSFORMER
  - UP UTILITY POLE
  - W.W. WOOD FENCE
  - WV WATER VALVE

**SYMBOL LEGEND**

CONCRETE
BRICK
IRON
UTILITY POLE
WATER METER
CONC LIGHT POLE
SANITARY MANHOLE
BACK FLOW PREVENTER DEVICE
WELL
ELECTRIC BOX
FIRE HYDRANT
TELEPHONE BOX
STORM MANHOLE
CABLE TV BOX
HANDICAP PARKING
SOFT ANCHOR
ELECTRIC METER



SURVEYOR AND MAPPER'S REPORT:  
1. NO UNDERGROUND INSTALLATIONS OR IMPROVEMENTS HAVE BEEN LOCATED EXCEPT AS NOTED.  
2. THIS SURVEY WAS PREPARED WITHOUT THE BENEFIT OF A TITLE SEARCH.

**DEUEL & ASSOCIATES**  
CONSULTING ENGINEERS LAND SURVEYORS LAND PLANNERS

4625 EAST BAY DRIVE, SUITE 211  
CLEARWATER, FL 34625  
PH 727.822.4181 FAX 727.821.7255  
WWW.DEUELENGINEERING.COM  
CERTIFICATE OF AUTHORIZATION NUMBER 26320  
LICENSED BUSINESS NUMBER 107

**BOUNDARY SURVEY**  
PINELLAS COUNTY FLORIDA

I, ALBERT CARRIER, THE SURVEYOR IN RESPONSIBLE CHARGE, CERTIFY THAT THE SURVEY REPRESENTED HEREON, WAS MADE UNDER MY SUPERVISION AND MEETS THE MINIMUM TECHNICAL STANDARDS SET FORTH BY THE FLORIDA BOARD OF LAND SURVEYORS AND MAPPERS, PURSUANT TO SECTION 472.022 OF THE FLORIDA STATUTES AS PRESCRIBED IN CHAPTER 61G17-18, DEPARTMENT OF PROFESSIONAL REGULATION. THIS DOCUMENT IS NOT VALID WITHOUT THE ORIGINAL SIGNATURE AND RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER.

WORK ORDER NO.	2009-189-2
DRAWN BY:	JMIS
FIELD DATE:	AUGUST 2, 2010
SCALE:	1" = 40'
SHEET NO.	1 OF 2

SEE SHEET 2 OF 2





**EXHIBIT Z**

**Contract Provisions-2 CFR 200.326**

## **§200.326 Contract provisions.**

The non-Federal entity's contracts must contain the applicable provisions described in Appendix II to Part 200—Contract Provisions for non-Federal Entity Contracts Under Federal Awards.

### **Part 200, Appendix II**

#### **Appendix II to Part 200—Contract Provisions for Non-Federal Entity Contracts Under Federal Awards**

In addition to other provisions required by the Federal agency or non-Federal entity, all contracts made by the non-Federal entity under the Federal award must contain provisions covering the following, as applicable.

(A) Contracts for more than the simplified acquisition threshold currently set at \$150,000, which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by 41 U.S.C. 1908, must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate.

(B) All contracts in excess of \$10,000 must address termination for cause and for convenience by the non-Federal entity including the manner by which it will be effected and the basis for settlement.

(C) Equal Employment Opportunity. Except as otherwise provided under 41 CFR Part 60, all contracts that meet the definition of “federally assisted construction contract” in 41 CFR Part 60-1.3 must include the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, “Equal Employment Opportunity” (30 FR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, “Amending Executive Order 11246 Relating to Equal Employment Opportunity,” and implementing regulations at 41 CFR part 60, “Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor.”

(D) Davis-Bacon Act, as amended (40 U.S.C. 3141-3148). When required by Federal program legislation, all prime construction contracts in excess of \$2,000 awarded by non-Federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 CFR Part 5, “Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction”). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency. The contracts must also include a provision for compliance with the Copeland “Anti-Kickback” Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, “Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States”). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency.

(E) Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708). Where applicable, all contracts awarded by the non-Federal entity in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

(F) Rights to Inventions Made Under a Contract or Agreement. If the Federal award meets the definition of "funding agreement" under 37 CFR § 401.2 (a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the recipient or subrecipient must comply with the requirements of 37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency.

(G) Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as amended—Contracts and subgrants of amounts in excess of \$150,000 must contain a provision that requires the non-Federal award to agree 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). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

(H) Mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (42 U.S.C. 6201).

(I) Debarment and Suspension (Executive Orders 12549 and 12689)—A contract award (see 2 CFR 180.220) must not be made to parties listed on the governmentwide Excluded Parties List System in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR Part 1986 Comp., p. 189) and 12689 (3 CFR Part 1989 Comp., p. 235), "Debarment and Suspension." The Excluded Parties List System in SAM contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

(J) Byrd Anti-Lobbying Amendment (31 U.S.C. 1352)—Contractors that apply or bid for an award of \$100,000 or more must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must 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 non-Federal award.

(K) See § 200.322 Procurement of recovered materials.

**§ 200.322 Procurement of recovered materials.**

A non-Federal entity that is a state agency or agency of a political subdivision of a state and its contractors must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired by the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.