



**AGREEMENT BETWEEN
ST PETERSBURG HOUSING AUTHORITY AND
ABCXYZ FAKE COMPANY
FOR **DISSTON STAIRS REMEDIATION**
SPHA Contract #21-011-B {Construction/Repair}**

THIS AGREEMENT is made by this **TBD of November 2021** by and between the Housing Authority of the City of St. Petersburg, also known as the **St. Petersburg Housing Authority**, a public body corporate and politic organized under the laws of the State of Florida, with its principal place of business located at 2001 Gandy Blvd. North, St. Petersburg, Florida 33702 (hereinafter referred to as "SPHA") and ABCXYZ Fake Company, a Florida For Profit Corporation with its principal business offices located at 2001 Gandy Blvd N, St. Petersburg, Florida 33701, (hereafter referred to as "Contractor") (the "Agreement" or "Contract").

WITNESSETH, that the Contractor and the SPHA for the consideration stated herein mutually agree as follows:

ARTICLE 1. STATEMENT OF WORK. The Contractor shall furnish all the equipment, materials and labor to perform all the work as described in the specifications in **Invitation for Bid (IFB) #21-011-B** for the scope of work (See Exhibit "A" attached) at **Disston Place** Apartments, attached hereto as Part A and in Contractor's Proposal attached hereto as Part B, considered part of the Contract (also referred to as "Work").

ARTICLE 2. TOTAL CONTRACT PRICE. The SPHA shall pay the Contractor for the performance of the Work, in current funds for a firm fixed fee not to exceed **Zero Thousand Dollars (\$0.00)**.

Payment. SPHA will pay Contractor upon SPHA's receipt and approval of Contractor's invoices or pay applications. Such approval must meet the following conditions:

- a. The contractor's request is consistent with the PHA-approved schedule of amounts for contract payments;
- b. The request does not include the amount to be retained by the PHA under the contract;
- c. The work covered by the payment has been performed in accordance with the construction documents;
- d. The form HUD-51000 or AIA, has been properly executed and all applicable supporting documentation submitted; and
- e. The contractor has submitted all required reports, such as payroll reports. The PHA shall retain the original form HUD-51000 or AIA form and any applicable supporting documentation for its file;

and, having been acceptably completed, SPHA will pay Contractor for services as listed in Contractor's bid attached hereto as Part B.

The Total Contract Price will be paid in the following installments:

Pay app #1, mobilization (perhaps materials); subsequent draws to be determined; retainage of 10% (with lien releases submitted); release of retainage of 5% at substantial completion; final pay app after final release of lien, punch completion to SPHA satisfaction, and close-out documents (including as-builts and warranty submittals) received.

F.S. § 218.70 et. seq. shall govern the payment terms of this Contract. Any inconsistency between the terms of this Contract and the requirements of F.S. § 218.70 et. seq. shall be resolved in favor of this Contract to the maximum extent allowed by the terms of F.S. § 218.70 et. seq.

Draw schedule is by completion of specific tasks or completion of work or percentage with retainage amount of 10% held by SPHA.

Change Orders. Change orders will not be considered for Contractor mistakes in their bid. The Changes clause contained in forms HUD-5370, 5370-C and 5370-EZ (whichever is applicable), prescribes the specific circumstances in which a change order may be issued. All change orders must be within the scope of the contract.

Change orders/modifications should include at least the following: a detailed description of the proposed change in work, a reference to the applicable working drawings and specifications, when applicable, a price (credit, debit, or no change) for the change in contract work, estimate of additional time, if any, required to complete the work, the contractor's itemized breakdown of the cost of materials and labor and an itemized breakdown for any applicable subcontractors, and the change indicated on the architectural or engineering drawings, if applicable.

The overhead and profit allowed on all changes shall be 5% overhead and 10% profit for work performed by the Contractor. For work performed by a subcontractor, the overhead and profit shall be 10% overhead and profit for the subcontractor and 5% overhead and profit for the Contractor.

Change order credits owed to SPHA for work not performed by the Contractor or subcontractor should include taxes and profit associated with the product/service.

The Final Payment. Balance to be paid upon approved completion of final punch list which will be paid within thirty (30) business days after submitting a complete and proper final invoice or pay application and all Work outlined in the specifications, scope and contractual documents is completed by the Contractor and inspected by an authorized Owners representative. Final payment will only be made after all contracted items are completed to Owners satisfaction and warranty letter/documents have been submitted. The final punch list (which shall consist of all items necessary to render a complete, satisfactory and acceptable completion of the services required to be provided by the Contract) will be jointly prepared by the Contractor and the Owner or their authorized representatives within fifteen (15) business days after Substantial Completion.

Partial Release of Lien. Contractor must submit Partial Release of Lien Forms releasing **St. Petersburg Housing Authority** and the Owner, and must be filled out by all Contractors, subcontractors, and/or suppliers on the Partial Release of Lien Form. A Notarized Partial Release of Lien form for each invoice/pay application through the date of each invoice/pay application will be submitted to the Owner's representative by the Contractor, at the time of each payment.

Unconditional Final Release of Lien. Contractor must submit Unconditional Release of Lien Forms releasing **St. Petersburg Housing Authority** and the Owner, and must be filled out by all Contractors, subcontractors, and/or suppliers. A Notarized Unconditional Release of Lien Form for the final invoice will be submitted to the Owner's representative by the Contractor at the time of final payment.

Invoice Policy. All invoices concerning this Contract will list the property as the payor and shall be addressed to **St. Petersburg Housing Authority, 2001 Gandy Blvd N, St. Petersburg, FL 33702, Attention: Pamela Hobbs** and **submitted by email** to invoices@stpeteha.org. All invoices will include the **Contract Solicitation Name** and **Contract Number**. All invoices will be paid within thirty (30) business days of a complete and proper invoice being submitted to the Owner, provided all conditions to payment otherwise set forth in this Contract have been timely fulfilled. Contractor shall invoice Owner on a monthly basis.

Pay Applications. Contractor shall submit pay applications per the agreed terms specified in the draw schedule within this Contract. All pay applications will list the property as the payor and shall be submitted to **St. Petersburg Housing Authority, 2001 Gandy Blvd N, St. Petersburg, FL 33702, Attention: Pamela Hobbs**. All pay applications will include the **Contract Solicitation Name** and **Contract Number**. SPHA may, at its discretion, direct Contractor in writing to submit pay applications to the architect of record for the project for prior approval. In such instance, the architect of record for the project will forward any such approved pay applications to the SPHA.

ARTICLE 3. TERM. Services provided by Contractor hereunder shall commence upon execution of this Contract, issuance of a Notice to Proceed, or the receipt of necessary permits, whichever is later. Work will be completed in **sixty calendar days (60)**. Permit delays due to Contractor negligence in securing them in a timely manner negates an extension of term.

ARTICLE 4. LIQUIDATED DAMAGES. If Contractor fails to achieve substantial completion of the Work or any portion thereof, on or before the applicable Anticipated Substantial Completion date (as defined in Exhibit A, Notice to Proceed, HUD documents, et al), or fails to meet any other milestone set forth in the Progress Schedule, unless due to cause of force majeure, Contractor shall pay the Owner, as liquidated delay damages only the sum of **\$200** for each calendar day that substantial completion or other milestone is delayed after the applicable Anticipated Substantial Completion date or milestone date. It is agreed that such liquidated damages to the Owner are not considered a penalty, are a reasonable forecast of the just compensation for the prejudice that would occur as a result of the Contractor's delay, and it is further agreed that the actual losses and prejudice to be suffered by the Owner are very difficult, if not impossible, to accurately estimate. All liquidated damages due under this provision shall bear interest from the date of demand until paid, at the maximum lawful rate provided by law.

ARTICLE 5. COSTS OF ENFORCEMENT. Upon any breach of any terms of this Contract by Contractor, in addition to any other rights or remedies granted to Owner hereunder, Contractor shall pay all costs and expenses of Owner (including, without limitation, arbitration fees, court costs to enforce the arbitration award and reasonable counsel's fees and disbursements and reasonable fees and costs of paralegals) incurred in attempting to enforce the terms of this Contract against Contractor. Owner may deduct such costs and expenses from any sums owed to the Contractor hereunder. The terms of this Section 5 shall survive any termination of this Contract.

ARTICLE 6. INSPECTION. Contractor shall advise the Owner in sufficient time prior to beginning each phase of Work to facilitate the inspection without delay of Work. Inspections by Manufacturer, **St. Petersburg Housing Authority**, and/or Owner do not relieve the Contractor of its responsibility under this Contract. Final inspection will be performed by a **St. Petersburg Housing Authority** representative and the Owner accompanied by the Contractor's representative. Owner will receive all warranty information and any unfinished items must be completed before the release of final payment. The Contractor shall, without charge, replace or correct work found by the Owner not to conform to contract requirements, unless the Owner decides that it is in its interest to accept the Work with an appropriate adjustment in the Contract Price. If the Contractor does not promptly replace or correct rejected Work, the Owner may (i) by contract or otherwise, replace or correct the Work and charge the cost to the Contractor, or (ii) terminate for default this Contract and the Contractor's right to proceed. If any Work requiring inspection is covered up without approval of the Owner, Contractor must, at the request of the Owner, uncover the same at the Contractor's cost.

ARTICLE 7. W-9 FORM. Contractor must provide a copy of their W-9 form to the SPHA prior to commencement of work.

ARTICLE 8. 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 the City of St. Petersburg, 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 9. INSURANCE. Contractor agrees to provide insurance certifications as stated in **clause 36 (a) (2) and (3)** of the **General Conditions for Construction Contracts** within the **IFB #21-011-B Disston Stairs Remediation** document. Prior to commencement of Work, Contractor shall furnish and maintain, at its own expense, until completion and final acceptance of Work, an insurance certificate covering Workers' Compensation, Comprehensive General Liability, and Automobile Liability. Contractor maintains that it presently has in effect insurance for protection from claims under Workers' Compensation Acts and other Employee Benefit Acts which are applicable, claims for damages because of bodily injury, including death, and from claims which may arise out of or result from Contractor operations by employees or a subcontractor or anyone directly employed by any of them. The coverage amounts for insurance policies are clearly specified in the solicitation and appropriate HUD documents. Contractor shall have its insurance company execute a Certificate of Insurance form, showing that the above insurance is in force, to St. Petersburg Housing Authority, prior to commencement of work. Waiver of subrogation required for all lines of coverage. Wording for Certificates of Insurance is to be as follows:

Certificate Holder:

St. Petersburg Housing Authority
2001 Gandy Blvd N
St. Petersburg, FL 33702

St. Petersburg Housing Authority and their respective affiliates are named as Additional Insured's on the general liability and automobile liability policies with respect to *property name* located in St. Petersburg, Florida.

Should the insurance lapse or terminate, Contractor agrees to acquire new coverage within ten (10) days of such lapse or termination. Contractor's Certificate of Insurance naming SPHA as "additional insured" is attached hereto as Part C.

ARTICLE 10. CONTRACTOR'S RESPONSIBILITY. Contractor shall supervise and direct the Work to be performed under this Contract using the Contractor's best skill and attention.

ARTICLE 11. LABOR, MATERIALS, ETC. Contractor shall be responsible for and provide for labor, materials, equipment, tools, machinery and/or any other facilities/services necessary for the proper completion of terms of this Contract. Under no circumstances will Contractor utilize any of the aforementioned items belonging to the Owner.

ARTICLE 12. LICENSES. Contractor shall be duly licensed to conduct business under the law of the applicable jurisdictions. Contractor shall forward copies of all licenses and permits to the **St. Petersburg Housing Authority.**

ARTICLE 13. HOLD HARMLESS. Contractor shall assume the defense of, and indemnify, save and hold harmless, the Owner, and all of their officers, directors, agents, representative and employees, from all claims, liability, loss, damage, or injuries of every kind, nature, and description, directly or indirectly, including reasonable attorney's fees, resulting from the performance or failure to perform the Work by Contractor or its employees, representative, or other agents, or in any way arising out of this Contract irrespective of whether fault is basis of the liability or claim, and irrespective of any act, or omission, or conduct of Owner, Owner's Representative, Contractor, or Subcontractor, their officers or employees. The parties acknowledge receipt of separate and valuable consideration for the undertaking of this indemnity obligation. This provision shall survive the expiration or early termination of this Contract.

ARTICLE 14. FAIR HOUSING POLICY AND INDEMNIFICATION. Contractor acknowledges and understands that Manager and Owner are housing providers and managers that must comply with and operate within the requirements of federal, state, and local fair housing laws. Manager and Owner do not discriminate against any person on the basis of color, religion, sex, handicap, familial status, or national origin.

Sexual harassment is a form of discrimination that violates fair housing laws. Manager and Owner do not tolerate sexual harassment of residents or employees.

Contractor agrees to comply with all federal, state, and local fair housing laws. Contractor understands that any act of discrimination or sexual harassment in violation of these laws shall constitute a breach of this Contract.

Contractor shall indemnify, defend, and hold harmless Manager and Owner, its owners and managers, and their respective partners, directors, employees, servants, agents, representatives and affiliates against any and all claims, liabilities, demands, actions, suits, damages, losses, injuries, costs, and expenses (including without limitation, reasonable attorney's fees) caused by the Contractor's acts or omissions in violation of any applicable federal, state, or local fair housing law.

ARTICLE 15. TERMINATION. SPHA shall have the right to terminate this Contract, with or without cause in accordance with the **General Conditions for Construction Contracts**, attached hereto as Part E.

ARTICLE 16. TIME FRAME OF COMPLETION. Contractor reserves the right to stop Work under this Contract at any time Owner fails to make payments on a timely basis as described in this Contract hereof after written notice is provided to the Owner and seven (7) additional cure days since the notice was received by the Owner.

ARTICLE 17. WARRANTY. In addition to any specific warranty set forth in the Scope of Work, the Contractor warrants that the Work conforms to the requirements of this Contract 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 (1) year from the date of Final Acceptance of the Work by the Owner. The Contractor shall remedy, at the Contractor's expense, any failure to conform or any defect, or any damage to the Owner's property when the damage is the result of either the Contractor's failure to conform to the requirements set forth in this Contract or any defects of equipment, material, workmanship or design furnished by the Contractor.

ARTICLE 18. 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. This is the entire agreement of the parties and there are no other agreements between them except as contained in this Contract. Any modifications to this Contract shall not be valid or effective unless in writing and signed by the parties hereto.

ARTICLE 19. RETENTION OF RECORDS. Contractor agrees to the retention of all records pertinent to this Agreement for three (3) years after SPHA makes final payment hereunder.

ARTICLE 20. PERSONNEL. A list of personnel who shall be employed by Contractor to perform the services described herein were named in Contractor's Bid dated TBD, attached hereto as Part B. Any substitutions for named personnel, sub-contractors and/or other substitutions shall be subject to SPHA review and approval. Contractor shall not terminate and replace approved personnel and/or sub-Contractors without adequate notification to SPHA. Contractor will state in its subcontracts that the subcontracts are assignable to SPHA at SPHA's discretion. Contractor 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 SPHA. All other specialists or experts shall be the responsibility of and supervised by Contractor.

Subcontractors. The Contractor shall submit a complete list of any Work that he proposes to subcontract and the proposed subcontractors. The Owner reserves the right to reject any proposed subcontractor.

ARTICLE 21. REPRESENTATIONS, WARRANTIES AND SPECIAL CONDITIONS. In connection with the execution of this Agreement, the Contractor warrants and represents:

That the Contractor 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 SPHA, its officials, agents, or employees, to induce the Contractor to enter into this Agreement or has been relied upon by the Contractor;

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

The Contractor 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, contractor or any of them is competent to perform the services required under this Agreement; and that the Contractor 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 SPHA is employed by the Contractor 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 SPHA 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 Contractor 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 Contractor 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 SPHA;

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

That the Contractor and its subcontractor, 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 SPHA or HUD, and/or discharged by SPHA or HUD from its employment in the past ten (10) years;

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

ARTICLE 22. SECTION AND OTHER HEADINGS. Section, paragraph and other headings contained in this Contract are for reference purposes only and shall not affect in any way the meaning or interpretation of this Contract.

ARTICLE 23. BINDING EFFECT. This Contract is binding upon the parties, heirs and their successors and assigns.

ARTICLE 24. CLEAN-UP. Contractor shall, at its own cost and expense, (1) remove, clean and secure all job related waste from Work area on a daily basis; (2) Dispose of all materials in accordance with all Federal, State, Local and OSHA guidelines.

ARTICLE 25. SAFETY. Contractor agrees that the prevention of accidents to workmen engaged upon or in the vicinity of the Work is Contractor's responsibility. Contractor and all subcontractors and employees thereof shall comply with applicable requirements issued pursuant to the Occupational Safety and Health Act of 1970, as amended and all other

applicable health and safety rules applicable to the Work, including, without limitation, the regulations and standards issued by the Secretary of Labor.

Contractor shall be held liable for all loss, cost, and other expenses attributable to any acts or omissions by Contractor, subcontractors, or employees resulting from any failure to comply with health and safety requirements including, but not limited to, any fines, penalties, or cost of corrective measures.

ARTICLE 26. CODE OF ETHICS. This Contract is genuine and not collusive or a sham. The person, Partnership, Company or Corporation named above has not colluded, conspired, connived or agreed directly or indirectly with any Person, Firm, or Corporation to do any of the following:

1. Put in a sham proposal.
2. Restrain or refrain other such Person, Partnership, Company or Corporation from bidding on this Project.
3. Has not in any manner directly or indirectly sought by agreement to communicate or conference with another Person, Partnership, Company or Corporation to fix prices of said proposal with any other bidder, Person, Firm or Corporation submitting a bid proposal on this Project.
4. To secure an unfair advantage with or against the Owner or Contractor.
5. Has not directly or indirectly submitted a proposal or any other content thereof or divulged information or data relative thereto to any Association or to any member or agent thereof.
6. Pay commissions, gifts, fees or gratuities to any Person or Corporation which is not disclosed in this Bid Proposal.

The undersigned acknowledges this affidavit is given to induce the service for scope of work and to consider the attached proposal and that the statements and information set forth in this affidavit will constitute a material inducement for the acceptance of such proposal.

ARTICLE 27. TAXES. Contractor accepts exclusive liability for any and all sales tax, use tax, value-added tax, gross receipts tax, or associated costs which are legally enacted, or which may be assessed, against materials, equipment or labor used in its Work.

ARTICLE 28. RESPONSIBILITY. The Contractor's responsibility under this Contract will terminate when all work has been completed, the final inspection made, and the Work accepted by Owner. At such time Contractor will be released from further obligation except for the indemnification provisions of this Contract and the warranties specified elsewhere in this Contract.

ARTICLE 29. BUSINESS DOCUMENTS. To the extent applicable, the Contractor 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 SPHA at any time during the term of this Contract.

ARTICLE 30. DAVIS BACON. Davis Bacon wage rates are applicable to this Work. The wage rate currently in effect is attached hereto as **Part G**. All laborers and mechanics employed under this Contract in the construction or development of the project(s) involved will be paid

unconditionally and not less than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions 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 for this Work, regardless of any contractual relationship which may be alleged to exist between the Contractor and such laborers and mechanics. Contractor must mail or deliver all such original payrolls on a weekly basis to the SPHA personnel identified during the Pre-Construction Meeting.

ARTICLE 31. SECTION 3. Section 3 applies to this Work. Contractor hereby agrees to comply with the provisions of Section 3 as set forth in 24 CFR 135.1 et seq. and SPHA's approved Section 3 Plan. Contractor has four (4) ways to fulfill their Section 3 compliance, listed in the Solicitation for this Work.

ARTICLE 32. SUBMITTALS. Contractor must submit manufacturer's specification data on all products to be used, including maintenance information, MSDS information, and sample guarantees from manufacturer and Contractor, soils test report, and other reports as may be required by Contractor or any other agency having jurisdiction over the Work being performed under this Contract. No substitutions of products shall be made by Contractor without the written consent of SPHA's CEO, Chief Operating Officer, Chief of Programs or Procurement Officer.

ARTICLE 33. PROHIBITION AGAINST LIENS. The Contractor is prohibited from placing a lien on the Owner's property. This prohibition shall apply to all subcontractors at any tier and all materials suppliers. If, and in the event that, a lien is placed on the Owner's property it shall constitute an event of default under this Contract and the Owner shall be entitled to the relief provided in Article 36.

ARTICLE 34. CONTRACT MODIFICATIONS. Any change order or Contract modification must be in writing signed by both the Owner and the Contractor.

ARTICLE 35. SUSPENSION OF WORK. The Owner may order the Contractor in writing to suspend, delay or interrupt all or any part of the Work for the period of time Owner determines appropriate for the convenience of Owner. If the performance of all or any part of the Work is, for an unreasonable period of time, suspended, delayed or interrupted by an act of the Owner, 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 paragraph for any suspension, delay or interruption to the extent the performance would have been so suspended, delayed or interrupted by any other cause, including the fault or negligence of the Contractor.

ARTICLE 36. DEFAULT. If the Contractor refuses or fails to prosecute the Work, or any separate part thereof, with the diligence that will insure its completion within the milestones set forth in the Progress Schedule and/or by the Anticipated Substantial Completion date (as defined in Exhibit A), or fails to complete the Work within these times or fails to comply with any terms of this Contract, the Owner may, by written notice to the Contractor, terminate this Contract and may take possession of and use any materials or equipment on the work site necessary for completing the Work. The Contractor (and its sureties, if applicable) shall be liable for any damage to the Owner resulting from the Contractor's refusal or failure to complete the Work within the specified time or due to the Owner's default under this Contract, whether or not the Contractor's right to proceed with the Work is terminated. This liability includes any

increased costs incurred by the Owner in completing the Work. In such event, the indemnities set forth in this Contract shall remain in full force and effect.

ARTICLE 37. TERMINATION FOR CONVENIENCE. The Owner may terminate this Contract in whole, or in part, whenever the Owner determines that such termination is in the best interest of the Owner. 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 is terminated, and the date upon which such termination becomes effective. If the performance of the Work is terminated, either in whole or in part, the Owner shall be liable to the Contractor for reasonable and proper costs resulting from such termination upon the receipt by the Owner of a properly presented claim setting out in detail: (i) the total cost of the Work performed to date of termination less the total amount of payments made to the Contractor; (ii) 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 Owner to the Contractor, (iii) the cost of preserving and protecting the Work already performed until the Owner takes possession thereof or assumes responsibility thereof, (iv) the actual or estimated cost of legal and accounting services reasonably necessary to prepare and present the termination claim to the Owner and (v) an amount constituting a reasonable profit on the value of the Work performed by the Contractor.

ARTICLE 38. 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 Owner under this Contract may be assigned to a bank or other financial institution, with the written consent of the Owner.

ARTICLE 39. AGREEMENT/CONTRACT DOCUMENTS. This Agreement shall consist of the following component parts, the terms and conditions of which being binding upon the Contractor regardless of whether the Contractor is referenced as the Proposer, Successful Proposer, Bidder/Offeror or Contractor, as if fully set forth in this Contract:

This Instrument and;

- Part A. SPHA **Disston Stairs Remediation, IFB 21-011-B**, and all exhibits and addenda thereto.
- Part B. Contractor's Proposal dated **TBD** and **Bid Bond**
- Part C. Contractor's Certificate of Insurance
- Part D. Notice to Proceed
- Part E. **General Conditions for Construction Contracts (HUD Form 5370)**
- Part F. **Payment & Performance Bond**
- Part G. Davis Bacon Wage Rate Determination, **#FL20210081** dated **09/24/2021 Mod 1**.

In the event of a conflict between the General Conditions for Construction Contracts (HUD Form 5370) and any part of this Agreement, the General Conditions will prevail.

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

SIGNED this **TBD** day of **November 2021**.

(SPHA)
ST. PETERSBURG
HOUSING AUTHORITY

(Contractor)
ABCXYZ FAKE COMPANY

BY: _____

BY: _____

NAME: Michael Lundy
TITLE: Chief Executive Officer

NAME: Principal's Name
TITLE: Principal's Title

BUSINESS ADDRESS:
2001 Gandy Blvd. North
St. Petersburg, FL 33702

BUSINESS ADDRESS:
2001 Gandy Blvd N
St. Petersburg, FL 33702

WITNESS:

WITNESS:

SAMPLE