

Pinellas County Housing Authority  
11479 Ulmerton Road  
Largo, FL 33778

## **INVITATION FOR BIDS**

**IFB # 26-002**

**FOR**

**HVAC EQUIPMENT & SERVICES AT THE  
PINELLAS HEIGHTS SENIOR APARTMENTS**

**April 13, 2026**



**PROJECT NAME:** HVAC Equipment & Services at the  
Pinellas Heights Senior Apartments (PHSA)  
11411 Ulmerton Road, Largo, FL 33778

**OWNER:** Pinellas County Housing Authority  
11479 Ulmerton Road, Largo, FL 33778-1602

**ESTIMATED COST:** \$250,000

**PROJECT DESCRIPTION:** PCHA - Phase 1 ~ Work scope Summary (See Approved Plans)

The scope of work will consist of two primary components:

1. Installation of ventilation in multiple common areas, including stairwells and elevator hoist ways, along with exhaust ventilation in non-functional units and corridors.
2. Replacement and retrofit of the existing Daiken system, specifically one stack serving sixteen (16) units.

### **DAVIS BACON PROJECT**

This project is funded in whole or in part by the U.S. Department of Housing and Urban Development (HUD) and subject to the Davis-Bacon Act and must comply with federal labor standards, as well as additional HUD-specific requirements. Key provisions include:

- Prevailing wage requirements
- Certified Payroll (Form HUD-4010 / WH-347)
- Section 3 Compliance (Economic Opportunities)
- Labor Standards Provisions (HUD-4010)
- On-Site Posting Requirements
- Employee Interviews & Monitoring
- Apprentices and Trainees requirements (if applicable)

**BONDING:** A Bid Bond (5% of bid amount) is required with a bid submission, and a Performance and Payment Bond are required for this Project with the execution of the agreement.

**BID DUE DATE:** Bids are due from qualified bidders no later than **May 28, 2026, by 2:00 PM via email to** Mr. Minh Le at [mle@pinellashousing.com](mailto:mle@pinellashousing.com) Bids received after bid due date/time will automatically be disqualified. No bidder may withdraw their bid for a period of ninety (90) days after the Bid Due Date.

**DURATION:** Estimate maximum two (2) months to complete project after starting date.

**LIQUIDATED DAMAGES:** \$100 per day ~ details in Section E.

**PROPOSAL FORM:** Bids and Schedule of Values must be submitted on the proposal forms as furnished in the Bid Documents and must be signed by a legal officer of the company with company name, address, date, etc.; failure to do so may result in bid being considered non-responsive.

All Bidders shall also be able to document, upon request, their certification as approved contractors by the manufacturers for all primary products, materials, warranties or procedures specified prior to the Bid Date.

**PREBID MEETING:** A non-mandatory pre-bid conference will be held at the Project Site located at 11411 Ulmerton Road, Largo, FL 33778, on **Wednesday, April 22, 2026, at 11:00 AM** to observe the actual conditions of the site. Contractors or their representatives are encouraged to be in attendance. **Please RSVP to [mle@pinellashousing.com](mailto:mle@pinellashousing.com)**

The Owner reserves the right to waive minor formalities in any bid and to accept any bid which they consider to be in their best interest and to reject any part of, or any and all bids. The Owner also reserves the right to limit the bidders to such Contractors that can submit evidence of their respective experience and ability to construct the work. Bids shall be awarded to the lowest responsive and responsible Bidders provided that the Bids are reasonable, and it is in the best interest of the Owner to accept it.

**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 emailed 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.**

This solicitation and all related documents (Addendum, Notice of Decisions, etc.) are posted on the PCHA's website:  
[https://pinellashousing.com/departments/procurement/open\\_solicitations\\_and\\_bid\\_results.php](https://pinellashousing.com/departments/procurement/open_solicitations_and_bid_results.php)  
and the Housing Agency Marketplace <https://ha.internationaleprocurement.com/>

## **INVITATION FOR BIDS (IFB) #26-002**

HVAC Equipment & Services at Pinellas Heights Senior Apartments

### **SCHEDULE OF EVENTS**

- April 13, 2026 Issue Invitation for Bid
- **April 22, 2026** **Pre-Bid Conference @ 11:00 a.m.**  
A Pre-Bid Conference will be held at the Pinellas Heights Senior Apartments located at 11411 Ulmerton Road, Largo, FL 33778 at 11:00 a.m. EST, on April 22, 2026. Although not mandatory, it is strongly recommended that all interested Bidders attend.
- April 30, 2026 Deadline for questions by 2:00 p.m. EST
- May 01, 2026 Response to questions
- **May 28, 2026** **Bids are due by 2:00 p.m. EST via email to [mle@pinellashousing.com](mailto:mle@pinellashousing.com)**
- June 4, 2026 Post Notice of Intended Decision on PCHA website
- August 19, 2026 Board of Commissioners approval of lowest bid and award of contract
- August 20, 2026 Post Notice of Decision on PCHA website

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.**

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### EXHIBITS

Exhibit A:	Scope of Work (SOW)
Exhibit B:	Approved Energy Calculations
Exhibit C:	Approved Plans
Exhibit D:	Statement of Bidder's Qualifications
Exhibit E:	Bid bond and Performance bond sample
Exhibit F:	Bid form and Schedule of Values
Exhibit G:	Form HUD 5369, Instructions to Bidders for Contracts, Public and Indian Housing Programs
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:	Non-Collusive Affidavit of Contractor/Subcontractor
Exhibit L:	Sworn Statement Pursuant to Section 287.133(3)(a), Florida Statutes, on Public Entity Crimes
Exhibit M:	Contract Provisions-2 CFR 200.326 (bonding requirements)
Exhibit N:	Certification of Authorization to Execute Bid/Contract on Behalf of Company
Exhibit O:	Certification Regarding Debarment, Suspension and other Responsibility Matters
Exhibit P:	Certification Regarding Lobbying
Exhibit Q:	Conflict of Interest Certification
Exhibit R:	Sample Contract

## INVITATION FOR BIDS # 26-002

### HVAC Equipment & Services at Pinellas Heights Senior Apartments

#### **NOTICE OF INTENT TO RECEIVE BIDS**

The Pinellas County Housing Authority (PCHA) formally requests competitive bids from qualified, responsible, licensed contractors interested in providing heating, ventilation, and air conditioning (HVAC) equipment and services at the Pinellas Heights Senior Apartments.

#### **SECTION A**

##### A-1 Type of Contract

PCHA contemplates the award of a firm fixed price contract resulting from this solicitation.

#### **SECTION B**

##### B-1 Overview of Project

Pinellas Heights Senior Apartments (PHSA) is a 62+ affordable housing community located at 11411 Ulmerton Road, Largo, FL 3778. The existing HVAC systems are approximately 12 years old and require replacement due to frequent operational issues involving most components of the VRV system.

##### B-2 Scope of Work

The work shall consist of furnishing all materials, labor, tools, equipment, supervision and all items and services required to replace existing HVAC equipment as indicated in the Contract Documents as further described in the scope of work located in **Exhibit A**.

#### **SECTION C**

##### C-1 Due Date of Bid

Bids are due as stated by the date and time listed in the Schedule of Events on page 4 of this document.

Any questions regarding this IFB must be submitted in writing and shall be directed to Mr. Minh Le, by email at [mle@pinellashousing.com](mailto:mle@pinellashousing.com). Questions and answers will be compiled and be posted on PCHA's website:

[https://pinellashousing.com/departments/procurement/open\\_solicitations\\_and\\_bid\\_results.php](https://pinellashousing.com/departments/procurement/open_solicitations_and_bid_results.php) .

## C-2 Contract Award

A contract shall be awarded in accordance with the terms of PCHA's 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 in its best interest.

### **SECTION D**

#### D-1 Instructions to Bidders

See Section H.

### **SECTION E**

#### E-1 Bid Security

- A. Each Bid shall be accompanied by a Bid Bond in the amount of five percent (5%) of the Base Bid amount. By submitting a Bid Bond, the Bidder pledges that, if their Bid Proposal is accepted by the Owner, they will enter into a contract with the Owner on the terms stated in their Proposal and further, that he will furnish a Performance Bond in the form acceptable by the Owner, covering the faithful performance of the Contract and the payment of all obligations arising thereunder. Should the Bidder refuse to enter into such Contract or fail to furnish such bonds, the amount of the Bid Security shall be forfeited to the Owner as liquidated damages, not as a penalty.
- B. Bid Bond shall be submitted from a surety company, certified check, or a cashier's check made payable to the Owner.
- C. The Bid Security shall be submitted with the understanding that it shall guarantee that the Bidder will not withdraw his Bid for a period of (90) calendar days after the scheduled closing time for the receipt of Bids; that if his Bid is accepted, he will enter into a written contract with the Owner on the Form of Agreement included as a part of the Contract Documents, and that the required Performance Bond will be given; and that in the event of the withdrawal of said Bid within said period, or failure to enter into said Agreement and give said Bond within (10) calendar days after he has received a Notice of Intent to Award of his Bid, the Bidder shall be liable to the Owner for the full amount of the Bid Security as representing the damage to the Owner on the account of the default of the Bidder in any particular thereof, and shall not be construed as a penalty.

- D. Bid Bond checks shall be returned to Bidders after the Owner and the accepted Bidder have executed the Agreement and Performance Bond has been approved by the Owner. If the required Agreement and Performance Bond have not been executed within sixty (60) calendar days after the date of the opening of the Bids, then the Bid Bond or check of any Bidder will be returned upon request, provided he has not been notified of the acceptance of his Bid prior to the date of such request.
- E. The Intent to Award a Bid does not constitute a contract. The Owner reserves the right to modify, amend or rescind their actions until the contract is properly executed by both parties.

#### E-2 Acceptance of Bids

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 request dispatched via email to [mle@pinellashousing.com](mailto:mle@pinellashousing.com). 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.

#### 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 Liquidated Damages

- A. Bidder agrees to substantially complete the Work in accordance with the negotiated contract documents within approximately two (2) months, Sundays and Holidays included, such time to commence on the date of the Owner's "Notice to Proceed," and to complete any portions of the Work designated for earlier completion within the times established in the contract documents.
- B. Bidder acknowledges that if Bidder fails to satisfy all requirements for substantial completion of the Work or portions designated for earlier completion as described in the contract documents within the required time period, Owner shall be entitled to assess, as liquidated damages, but not as a penalty, one hundred dollars (\$100.00) for each calendar day thereafter until substantial completion of the work or portions designated for earlier completion is achieved.

### **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 M – 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-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 required State of Florida licenses, as well as any 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 original 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, and point of contact.

2. The following forms must be included:

- Exhibit D: Statement of Bidder's Qualifications
- Exhibit E: Bid bond **(5% of the bid amount)**
- Exhibit F: Bid form and Schedule of Values

*Complete and sign the following:*

- Exhibit H: Form HUD 5369-A, Representations, Certifications, and Other Statements of Bidders, Public and Indian Housing Programs
- Exhibit J: Certification of Acceptance, HUD Form 5370, General Conditions for Construction Contracts-Public Housing Programs
- Exhibit K: Non-Collusive Affidavit of Contractor/Subcontractor
- Exhibit L: Sworn Statement Pursuant to Section 287.133(3)(a), Florida Statutes, on Public Entity Crimes
- Exhibit N: Certification of Authorization to Execute Bid on Behalf of Company
- Exhibit O: Certification Regarding Debarment, Suspension and other Responsibility Matters
- Exhibit P: Certification Regarding Lobbying
- Exhibit Q: Conflict of Interest Certification
- **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.**

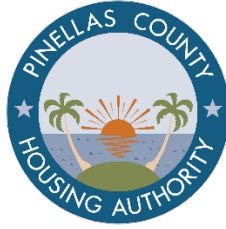
*PCHA reserves the right to contact any references, including those not specifically listed in the Respondent's bid. PCHA may also consider any information obtained from inspections, interviews, or other sources deemed relevant to the evaluation of the Respondent's qualifications and past performance.*

- Proof of Insurance
- Appropriate Certificate/License

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.

**End of IFB Document**



# **Exhibit A**

IFB# 26-002

## **Scope of Work**



## Scope of Work ~ IFB 26-002

### Phase 1 Mechanical Improvements

Building Issues Narrative & Scope of Work Summary

#### 1. Background and Building Description

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This narrative describes existing comfort and humidity conditions identified at the subject property and presents the Phase 1 mechanical scope of work developed to address the root causes of those conditions. The building is a multi-story residential apartment community served by a variable refrigerant volume (VRV) mechanical system, with common corridors, stairwells, elevator hoistways, and apartment units each contributing to the documented humidity problem. The existing HVAC systems are approximately 12 years old and require replacement due to frequent operational issues involving most components of the VRV system.

#### 2. Existing Conditions

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In addition to operation issues, building management has reported persistently elevated humidity levels throughout the building, affecting common area corridors, stairwells, and individual apartment units. Investigations conducted by the design team identified five primary contributing factors:

##### 2.1 Open Elevator Hoistway Vents

Three elevator hoistways are equipped with open louvre vents that allow unconditioned, humid outdoor air to enter the building continuously. In a hot and humid climate, this pathway introduces substantial latent load directly into the building core. Stack effect created by the vertical hoistway shafts in combination with the depressurization caused by the stairwell exhaust fans actively draws warm, moist air throughout the building, distributing it to all floors.

##### 2.2 Continuously Operating Stairwell Exhaust Fans

Four stairwell exhaust fans operate continuously, creating negative pressure zones within the stairwells. This negative pressure draws unconditioned outdoor air through building gaps, doors and primarily the hoistway vents into the stairwells and adjacent corridors. Rather than relieving humidity, this arrangement actively introduces and circulates moist outside air throughout the building.

### **2.3 Unconditioned Outdoor Air Supply to Corridors**

The split-system air handling units serving the common corridors introduce outdoor ventilation air that has not been adequately dehumidified prior to distribution. In the absence of dedicated dehumidification equipment, the outdoor air ventilation load — particularly latent heat — overwhelms the sensible cooling capacity of the corridor AHUs, resulting in sustained high relative humidity in the common areas.

### **2.4 Oversized Apartment Indoor Units**

The existing fan coil units (FCUs) installed in the sixteen affected apartment units are approximately 12 years old and have been experiencing operational failures leading to high maintenance costs and low quality comfort delivery. Additionally, the existing FCU's are significantly oversized relative to the actual cooling loads of the spaces they serve. Oversized cooling equipment short-cycles — reaching setpoint temperature quickly and shutting off before completing sufficient runtime to remove moisture from the indoor air. As a result, apartments may feel adequately cool in temperature while relative humidity remains elevated, contributing to occupant discomfort, condensation on surfaces, and potential mold risk.

### **2.5 Inoperable Bathroom Exhaust Fans**

The bathroom exhaust fans in the sixteen affected apartments are non-functional or inadequately sealed, preventing the removal of moisture generated by bathing and other bathroom activities. Without effective point-source exhaust, moisture migrates from bathrooms into adjacent spaces and into the corridor system, compounding the building-wide humidity problem.

## **3. Impact of Conditions**

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The combined effect of these five conditions is a chronic, building-wide humidity problem that presents risks across multiple dimensions:

- Occupant discomfort and health concerns, including elevated risk of mold and mildew growth on interior surfaces
- Potential for long-term moisture damage to building materials, finishes, and mechanical equipment
- Elevated energy consumption as mechanical systems run continuously without achieving adequate dehumidification
- Increased maintenance burden and resident complaints

## **4. Phase 1 Scope of Work**

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The Phase 1 scope of work is organized by building area and addresses each of the identified root causes. All work is cross-referenced to the mechanical construction documents as noted.

#### **4.1 Roof — Building Section A Center**

a. The existing system CU-A-2-1 must be moved. It was mis-installed originally and should be relocated to be next to CU-A-2-2. This requires system to be pumped down, moved and recharged. See M105.

b. The existing 20-ton VRV outdoor unit (CU-A-3) serving Building Section A Center will be replaced with a new 14-ton R32 VRV Heat Recovery outdoor unit (OU-A-3). This right-sizing of the outdoor unit aligns the system capacity with the reduced indoor unit loads resulting from the apartment IDU replacements described below. One unit will be installed in place of two. See drawings M002, M105-106.

#### **4.2 Apartments — Indoor Unit and Controller Replacement**

Sixteen apartments — units 117, 118, 132, 133, 222, 223, 237, 238, 322, 323, 337, 338, 422, 423, 437, and 438 — will receive replacement VRV indoor units. The existing 1.5- and 2-ton fan coil units (FCUs) will be replaced with properly sized 0.75- and 1-ton indoor units (IDUs), utilizing the existing ductwork. Downsizing the indoor units eliminates the short-cycling condition responsible for poor latent heat removal in the apartments. See drawings M002 and M101–105.

Concurrently, the existing FCU controllers in all sixteen apartments will be replaced with new, compatible Daikin controllers to ensure proper integration with the new VRV system. See drawings M002 and M101–105.

#### **4.3 Mechanical Closets — Corridor Dehumidification System**

Nine mechanical closets housing the split-system AHUs serving the common corridors will receive a dehumidification upgrade consisting of four integrated components:

- Dehumidifier (D-1): A dedicated dehumidifier will be installed in each mechanical closet and integrated into the existing AHU system per the installation diagram. See drawings M000B and M200–201.
- Dehumidifier Controller (DC-1): A humidistat will be installed in the return duct upstream of the outdoor air intake in each closet to control dehumidifier operation based on measured humidity conditions. See drawings M000B and M200–201.
- Mechanical Damper (MD-1): A motorized mechanical damper will be installed and set to modulate as necessary to maintain the design outdoor air flow rate of 250 cfm, preventing over-ventilation while ensuring minimum code-required fresh air delivery. See drawings M000B and M200–201.
- Dehumidifier Humidistat (DH): An additional humidistat will be installed to control the dehumidifier to the design relative humidity setpoint, ensuring consistent corridor humidity control. See drawings M000B and M200–201.

#### **4.4 Apartment Bathrooms — Exhaust Fan Replacement**

New bathroom exhaust fans (EF-1) will be installed in all sixteen affected apartment bathrooms. Work includes sealing of duct connections and repair of outdoor exhaust intakes as required to restore proper exhaust airflow. Functional bathroom exhaust eliminates a significant point-source of uncontrolled moisture migration within the apartments and into the corridor system. See drawings M000B and M101–105.

#### **4.5 Stairwells — Exhaust Fan Decommissioning**

The four existing stairwell exhaust fans (EF-2) will be decommissioned and sealed. Eliminating the continuous operation of these fans removes the negative pressure condition that has been drawing unconditioned, humid outdoor air into the stairwells and adjacent corridors. See drawing M105.

#### **4.6 Elevator Hoistways — Louvre Sealing**

The open 48" x 12" outdoor air louvres on the three elevator hoistways will be permanently sealed. This work eliminates a primary uncontrolled infiltration pathway for hot, humid outdoor air into the building core and removes the driving force behind the stack-effect distribution of moisture through the building. See drawing M105.

### **5. Expected Outcomes**

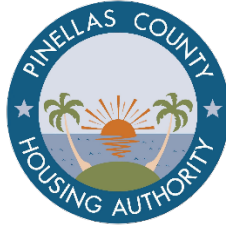
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Upon completion of the Phase 1 scope of work, the following improvements are anticipated:

- Elimination of uncontrolled outdoor air infiltration pathways through sealed hoistway louvres and decommissioned stairwell fans
- Dedicated dehumidification of corridor ventilation air via new dehumidifier units with humidistat control, maintaining relative humidity at or below design setpoint
- Right-sized apartment cooling equipment ensuring adequate runtime for latent heat removal and prevention of short-cycling
- Restored bathroom exhaust ventilation providing effective point-source moisture removal in all affected units
- Overall improvement in indoor air quality and occupant comfort

*All work shall be performed in accordance with the referenced mechanical construction documents and applicable codes. The design team will provide construction administration services to verify proper installation and commissioning of all new equipment.*

Scope development by Blue Rabbit Consulting



# **Exhibit B**

IFB# 26-002

## **Approved Energy Calculation**

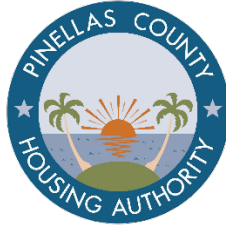


Reviewed for Code Compliance  
Must Comply with all Building  
Codes and Setbacks

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## APPENDIX CA - FORMS

FLORIDA BUILDING CODE, ENERGY CONSERVATION CHAPTER C4—COMMERCIAL ENERGY EFFICIENCY					
Form C402-2023 ALTERATIONS, RENOVATIONS and BUILDING SYSTEMS					
			Climate Zone:	<b>2A</b>	
Project Name: <b>New HVAC HPs / Change Outs for Pinellas Heights Apts</b>			Occupancy type:	<b>Residential Group R-2</b>	
Address: <b>11411 Ulmerton Road</b>			Alteration <input checked="" type="checkbox"/> Renovation <input type="checkbox"/> Building System <input type="checkbox"/>		
City, Zip Code: <b>Largo, FL 33788</b>			Building Permit No.:		
Builder:			Permitting Office: <b>Pinellas County</b>		
Owner:					
BUILDING ENVELOPE INFORMATION (Where changed)					
Envelope Component	Description	Requirement		Efficiency	
		Location	Unit	Required	Installed
Roof type	Existing Roof	Table C402.1.4 or Table C402.1.2	≤ U-factor or ≥ R-value	NA	Existing
Roof reflectance/emittance (low slope roofs)	Existing Color	Table C402.3	≥ Solar reflectance, ≥ Thermal emittance	NA	Existing
Wall type, above grade	Existing Block Wall	Table C402.1.4 or Table C402.1.3	≤ U-factor or ≥ R-value	NA	Existing
Wall, below grade	NA			NA	NA
Floor type	Existing Slab-on-g <sup>+</sup>			NA	Existing
Vertical fenestrations	Existing Fenestration <sup>+</sup>	Table C402.4 or Table C402.1.1.1	≤ U-factor	NA	Existing
			≤ SHGC	NA	Existing
Skylights	NA		≤ U-factor ≤ SHGC	NA	NA
BUILDING SYSTEMS INFORMATION (for HVAC, service hot water or pool heating, lighting systems and replacement fenestration (C501.6))					
System	Type (describe system)	Requirement		Efficiency	
		Location	Unit	Required	Installed
Air-conditioning system	New HPs	Tables C403.2.3 (1-3, 6-12 and 14-17)	SEER, SEER2, EER, ISEER, CEER, COP, or ISMRE	14.3	>14.6
Dehumidifiers	NA	Table C403.2.3(13)	MRE	NA	NA
Heating system	New HPs	Tables C403.2.3 (2-5, 12, 14-16)	HSPF, HSPF2, COP, COP <sub>h</sub> , (SCOP, ARUE, E <sub>1</sub> or E <sub>2</sub> )	7.5	>7.5
Ventilation/air handling system	Bathroom Exhaust	Tables C403.2.12.1(1-2) Table C403.2.12.6 Table C403.2.12.7	Fan power (cfm), q <sub>in</sub> /watt, CFM	NA	NA
Ducts	Location: <b>Above Ceiling<sup>+</sup></b>	Table C403.2.9.1	R-value	NA	Existing
Piping	Fluid design operating temp:	Table C403.2.10	inches	NA	Existing
Hot water	Existing WH	Table C404.2	EF, E <sub>h</sub> , COP	NA	Existing
Lighting	Space types: (append list)	Table C405.3.2 (1 or 2) Tables C405.4.2(2) and (3)	Lighting power density	NA	Existing
Fenestrations: Enter information in BUILDING ENVELOPE INFORMATION box above.					
Other:					
COMPLIANCE IS BY ANSI/ASHRAE/IESNA 90.1 □ (Submit alternate form or append documents as needed)					
I hereby certify that the plans and specifications covered by the calculation are in compliance with the Florida Building Code, Energy Conservation. 07:28:13 -05:00			ANTHONY R. AMADIO LICENSE No 79955 Anthony R Amadio 2025 12 12 07:28:13 -05:00 STATE OF FLORIDA PROFESSIONAL ENGINEER		
			Review of plans and specifications covered by this calculation indicates compliance with the Florida Building Code, Energy Conservation. Before construction is completed, this building will be inspected for compliance in accordance with Section 553.908, F.S. BUILDING OFFICIAL: _____ DATE: _____		



# **Exhibit C**

IFB# 26-002

## **Approved Plans**

**Mechanical Sheet Key**

1. [M000] Cover Sheet-
2. [M001] General Notes & Code References
3. [M002] Loads and HVAC Equipment Summary
4. [M003] Indoor Unit Schedule
5. [M004] Piping Diagrams & Materials Table
6. [M101] 1<sup>st</sup> Floor Mechanical Plan
7. [M102] 2<sup>nd</sup> Floor Mechanical Plan
8. [M103] 3<sup>rd</sup> Floor Mechanical Plan
9. [M104] 4<sup>th</sup> Floor Mechanical Plan
10. [M105] Roof Mechanical Plan
11. [M200] Dehumidifier Diagram
12. [M201] Dehumidifier Notes

PCHA: PHASE 1 - WORKSCOPE SUMMARY					
Area	Existing	New	Qty	Description	
Roof Building Section A Center	CU-A-3	OU-A-3	1	Replace existing 20 Ton VRV Outdoor Unit with 14 Ton R32 VRV Heat Recovery System. See M002 and M105.	
Apartments [117, 118, 132, 133, 222, 223, 237, 238, 322, 323, 337, 338, 422, 423, 437, 438]	FCU	IDU	16	Replace existing 16 1.5 and 2 Ton FCU with 0.75 and 1 Ton IDU's. Use existing duct work. See M002 and M101-105.	
	T	T	16	Replace existing FCU controllers with new compatible Daikin controllers. See M002 and M101-105.	
Mechanical Closets with Split system AHU's serving corridors.	NA	D-1	9	Install dehumidifiers in mechanical closets. Integrate according to installation diagram. See M000B and M200-201.	
	NA	DC-1	9	Humidistat controlling dehumidifier ON/OFF installed in return duct upstream of OA intake. See M000B and M200-201.	
	MD	MD-1	9	Mechanical Damper set to open as necessary to maintain equivalent of design cfm [250]. See M000B and M200-201.	
	NA	DH	9	Humidistat to control Dehumidifier to design setpoint. See M000B and M200-201.	
Apartment Bathrooms	EF-1	EF-1	16	Install new bathroom exhaust fans. Seal duct connections. Repair outdoor intakes as necessary. See M000B and M101-105.	
Stairwells	EF-2	NA	4	Decommission and Seal Stairwell Exhaust Fans. See M105.	
Elevator Hoistways	48"x12" OA Louvre	NA	3	Seal Hoistway Open Louvres. See M105.	

Schedule [M000A]

HVAC EQUIPMENT SUMMARY							
Mark	Type	Manuf.	Qty	Model	Size	Electrical	CFM @ ESP
IDU-1	Compact Ducted	Daikin	8	FXSA09AAVJU	0.75 Ton	208/230V/60Hz/1φ	648 @ 0.60" w.c.
IDU-2	Compact Ducted	Daikin	8	FXSA12AAVJU	1 Ton	208/230V/60Hz/1φ	828 @ 0.60" w.c.
T	IDU Controller	Daikin	16	BRC1NRV71	-	-	-
BS-1	Branch Selector	Daikin	4	BSF4A54AAVJ	4 port	208/230V/60Hz/1φ	-
OU-1	Heat Recovery VRV	Daikin	1	REYA168AAYDB	14 Tons	406V/60Hz/3φ	-
EF-1	Exhaust Fan	Panasonic	16	FV-20VEC1	110 cfm	120V/60Hz/1φ	100 cfm @ 0.4" w.c.
EFC-1	Fan Controller	Panasonic	16	FV-WCCS1_w	-	-	-
MD-1	Mechanical Damper	Santa Fe	9	4042960	-	24V/60Hz/1φ	-
D-1	Dehumidifier	Santa Fe	9	V155 Ultra	155 ppd	115V/60Hz/1φ	360 @ 0.4" w.c.
DC-1	Dehumidifier Controller	Santa Fe	9	4042960	-	-	-
DH	Remote Humidistat	Santa Fe	9	TS-2145	-	24V	-

Schedule [M000B]

**MOOO- MECHANICAL SHEET AND WORKSCOPE**



**Blue Rabbit Consulting, Inc**  
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(407) 374-3235



**Anthony Amadio**,  
PE # 79955

**Pinellas Heights Senior Apartments**

11411 Ulmerton Rd  
Largo, FL 33788

Issue Date:  
1. 12/19/2025

**M000**  
Mechanical  
Cover Sheet

Reviewed for Code Compliance  
Must Comply with all Building  
Code and Subcode Approval  
Subject to Inspector Approval  
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## GENERAL NOTES

- |   |  |  |
|---|--|--|
| <p>1. All work shown or implied in these documents shall be performed by properly licensed HVAC, electrical, plumbing, and general contractors as required by Florida law and Pinellas County permitting.</p> <p>2. Life-safety systems, hoist way ventilation, stairwell exhaust, fire/smoke dampers, fire-rated shaft penetrations, and any work affecting fire barriers or egress shall be reviewed and executed by a licensed fire protection contractor. No contractor shall modify existing life-safety systems without the Authority Having Jurisdiction (AHJ)'s approval.</p> <p>3. Contractors are fully responsible for verifying all field conditions prior to installation, including but not limited to:</p> <ul style="list-style-type: none"> <li>- Existing shaft pressurization or smoke-control components</li> <li>- Existing stairwell ventilation fans or louvers</li> <li>- Existing elevator hoist way vents (passive or mechanical)</li> <li>- Any penetrations through rated walls, floors, or shafts</li> <li>- Existing passive return pathways between bedrooms and living areas</li> <li>- Existing outdoor air routing and fresh-air quantities</li> <li>- Actual electrical serviceability for added equipment</li> </ul> <p>4. These plans are based on the original construction drawings, site observations, and available as-built information. The building was constructed under prior editions of the Florida Building Code (2010). It is the contractor's responsibility to verify all dimensions, locations, and code conditions prior to performing any work.</p> <p>5. No contractor shall assume that existing systems meet current code. Any conflicts between existing conditions and current code</p> | <p>shall be brought to the Engineer and Owner for resolution prior to construction.</p> <p>6. Any work involving penetrations into fire-rated hoist ways, stairwells, or rated demising walls shall be restored to equal or greater fire-resistance rating using listed assemblies and materials.</p> <p>7. Elevator hoist way ventilation shown on these documents must be coordinated with the elevator inspector and AHJ. If a vent is required to remain functional by code, the contractor shall install appropriate fire/smoke dampers or mechanical venting equipment per code.</p> <p>8. Mechanical contractors shall verify equipment selections, clearances, condensate routing, refrigerant pipe sizing, and branch configuration prior to installation. Any deviations based on field conditions must be submitted for review before proceeding.</p> <p>9. Equipment shown in these documents may vary from the original installed systems. The contractor shall verify all existing VRF equipment sizes, line-set routing, branch distribution, passive return paths, and confirm they match the mechanical design intent.</p> <p>10. Oversized or non-functional existing equipment (identified during investigation) must be evaluated during construction. Any units or components found to be inoperable or not meeting current ventilation or dehumidification requirements shall be reported immediately.</p> <p>11. All refrigerant work shall be performed using proper evacuation,</p> | <p>nitrogen purging, pressure testing, and refrigerant handling procedures. All work must comply with applicable EPA and manufacturer requirements.</p> <p>12. Ductwork must be sealed and insulated to SMACNA standards. All new penetrations must be sealed airtight and restored to rated construction where applicable.</p> <p>13. Contractors must coordinate fully with electrical for disconnect placement, new circuits, GFCI requirements, and labeling. All electrical work must comply with the NEC and local amendments.</p> <p>14. Mechanical contractors are responsible for ensuring minimum ventilation rates in these plans are compliance with Florida Mechanical Code and specified in these are met once the system is installed, including proper outdoor air damper settings and damper function testing.</p> <p>15. Prior to turnover, contractors shall provide functional testing of:</p> <ul style="list-style-type: none"> <li>- Dehumidification systems</li> <li>- Exhaust changes or removals</li> <li>- Any air-sealing or hoistway ventilation modifications</li> <li>- VRF indoor unit performance</li> <li>- Bedroom passive return pathways (if modified)</li> <li>- Fresh air delivery and measured ventilation CFM</li> </ul> <p>16. The contractor is responsible for notifying the Engineer of any conflicts between these documents and existing field conditions before work begins or continues.</p> |
|---|--|--|

### CODE REFERENCE TABLE

2023	FLORIDA MECHANICAL CODE
2023	FLORIDA BUILDING CODE
2023	FLORIDA EXISTING BUILDING CODE
2023	FLORIDA ENERGY CONSERVATION CODE
2023	FLORIDA PLUMBING CODE
2023	FLORIDA FUEL GAS CODE
2023	NFPA NATIONAL ELECTRICAL CODE
2022	NFPA 72 NATIONAL FIRE ALARM & SIGNALING CODE
2024	NFPA 90A/90B HVAC SYSTEMS INSTALLATION STD

Table [M001A]

### PROJECT NOTES:

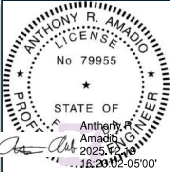
1. This is Phase 1 of a multiphase mechanical system retrofit involving (16) apartments.
2. Return grille 2", MERV 11, filter to be installed in all 16 units.
3. Duct replacement is not within scope.
4. Bathroom exhaust fans will be replaced.
5. Also included, is the addition of dehumidifiers to the (9) central corridor serving AHU's.



### MOO1 - GENERAL NOTES



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# M001

Mechanical  
Cover Sheet

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Codes and Standards  
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### CALCULATION NOTES:

1. Heating and Cooling Loads calculated in accordance with ASHRAE Std 183 (RTS) method.
2. Ventilation rates calculated in accordance with Florida Mechanical Code 2023.

Loads Summary					
Apartment #	IDU Mark	Total (Btu/h)	Sensible (Btu/h)	Heating (Btu/h)	Airflow (cfm)
117	IDU-1	7,176	4,765	2,710	230-281
118	IDU-1	7,172	4,761	2,710	230-281
132	IDU-2	8,790	6,659	3,680	230-318
133	IDU-2	8,473	6,342	2,710	230-318
222	IDU-1	6,972	5,034	2,214	230-281
223	IDU-1	6,755	4,344	2,214	230-281
237	IDU-2	8,396	6,265	2,866	230-318
238	IDU-2	8,233	6,103	2,214	230-318
322	IDU-1	6,972	5,034	2,214	230-281
323	IDU-1	6,761	4,351	2,214	230-281
337	IDU-2	8,396	6,265	2,866	230-318
338	IDU-2	8,233	6,103	2,214	230-318
422	IDU-1	7,269	5,331	2,707	230-281
423	IDU-1	7,108	4,698	2,706	230-281
437	IDU-2	8,694	6,563	3,243	230-318
438	IDU-2	8,531	6,400	2,707	230-318

Table [M002A]

2023 FL MECHANICAL VENTILATION TABLE 403.3.1.1					
Space	Area (SF)	0.35ACH cfm	# People	CFM/Person	CFM
1-Bed Apartment	600	28	2	15	30
Bathroom	-	-	-	-	50 cfm Ex/fix
Minimum Continuous Ventilation [CFM]					30
Design for 100 Bath Exhaust timer set at runtime (30/100)x60 [min/hr]					18

Table [M002B]

Central AHU/ Dehu/ Ventilation Summary					
Mechanical Room	AHU Mark	Dehu Capacity (ppd)	Dehu Airflow (cfm)	OA Airflow (cfm)	Notes
1st Flr B	AHU-5	155	360	270	1,2,3,4
1st Flr Storage	AHU-6	155	360	600	1,2,3,4
1st Flr C	AHU-7	155	360	270	1,2,3,4
2nd Flr B	AHU-8	155	360	270	1,2,3,4
2nd Flr C	AHU-9	155	360	270	1,2,3,4
3rd Flr B	AHU-10	155	360	270	1,2,3,4
3rd Flr C	AHU-11	155	360	270	1,2,3,4
4th Flr B	AHU-12	155	360	270	1,2,3,4
4th Flr C	AHU-13	155	360	270	1,2,3,4

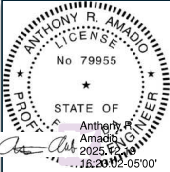
Notes:

1. Outdoor Air Flowrate must be field verified for each AHU.
2. Use Existing 8" Outdoor Air Duct.
3. Install New Mechanized Damper and Adjust to Match Design OA cfm.
4. Install Humidistat in Hallway and Wire According to Wiring Diagram.

Table [M002C]



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## M002

HVAC  
Equipment Load  
and Ventilation  
Summary

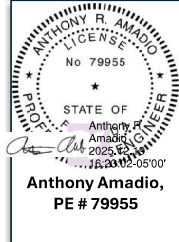
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### M002- HVAC LOAD AND VENTILATION TABLES



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**MO03**  
VRV Equipment  
Schedules

**VARIABLE REFRIGERANT VOLUME - AIR-COOLED CONDENSING UNIT SCHEDULE**

TAG: ROOM	BASIS OF DESIGN (DAIKIN)	NOMINAL TONNAGE	DESCRIPTION	COOLING CAPACITY		HEATING CAPACITY		REFRIGERANT CHARGE		CONNECTION RATIO (%)	ELECTRICAL				DIMENSIONS		
				Ton	AMBIENT	Ton	AMBIENT DESIGN	Factory Charge	Add'l Refrigerant		VOLTAGE-PHASE	MIN CIRCUIT		MAX		(WxHxD)	WEIGHT
												mod #1	total	mod #1	total		
CU-A3	REYA168AAAYDA	14	recovery (1)	11.5	95.0	14.5	42.0 / 40.2	25.8	28.2	102.4	460V 3ph	27.1	27.1	30.0	30.0	48.8 x 65.4 x 30.1	800.3

Schedule [M003A]

**VARIABLE REFRIGERANT VOLUME - ZONE HEAT RECOVERY DEVICE SCHEDULE**

TAG: ROOM	BASIS OF DESIGN (DAIKIN)	CONDENSING UNIT SERVED	Mrel lbs	VOLTAGE-PHASE	MIN CIRCUIT AMPS (MCA)	MAX OVERCURRENT PROTECTION (MOP)	MAX CAPACITY (per Port)	DIMENSIONS (WxHxD inch)	WEIGHT (lbs)
BS 1	BSF4A54AAVJ	CU-A3	54.0	208-230V 1ph	1.2	15.0	4.5	19.3 x 9.5 x 27.7	72.8
BS 2	BSF4A54AAVJ	CU-A3	54.0	208-230V 1ph	1.2	15.0	4.5	19.3 x 9.5 x 27.7	72.8
BS 3	BSF4A54AAVJ	CU-A3	54.0	208-230V 1ph	1.2	15.0	4.5	19.3 x 9.5 x 27.7	72.8
BS 4	BSF4A54AAVJ	CU-A3	54.0	208-230V 1ph	1.2	15.0	4.5	19.3 x 9.5 x 27.7	72.8

Schedule [M003B]

**VARIABLE REFRIGERANT VOLUME - INDOOR UNIT SCHEDULE- CONCEALED DUCTED MEDIUM STATIC**

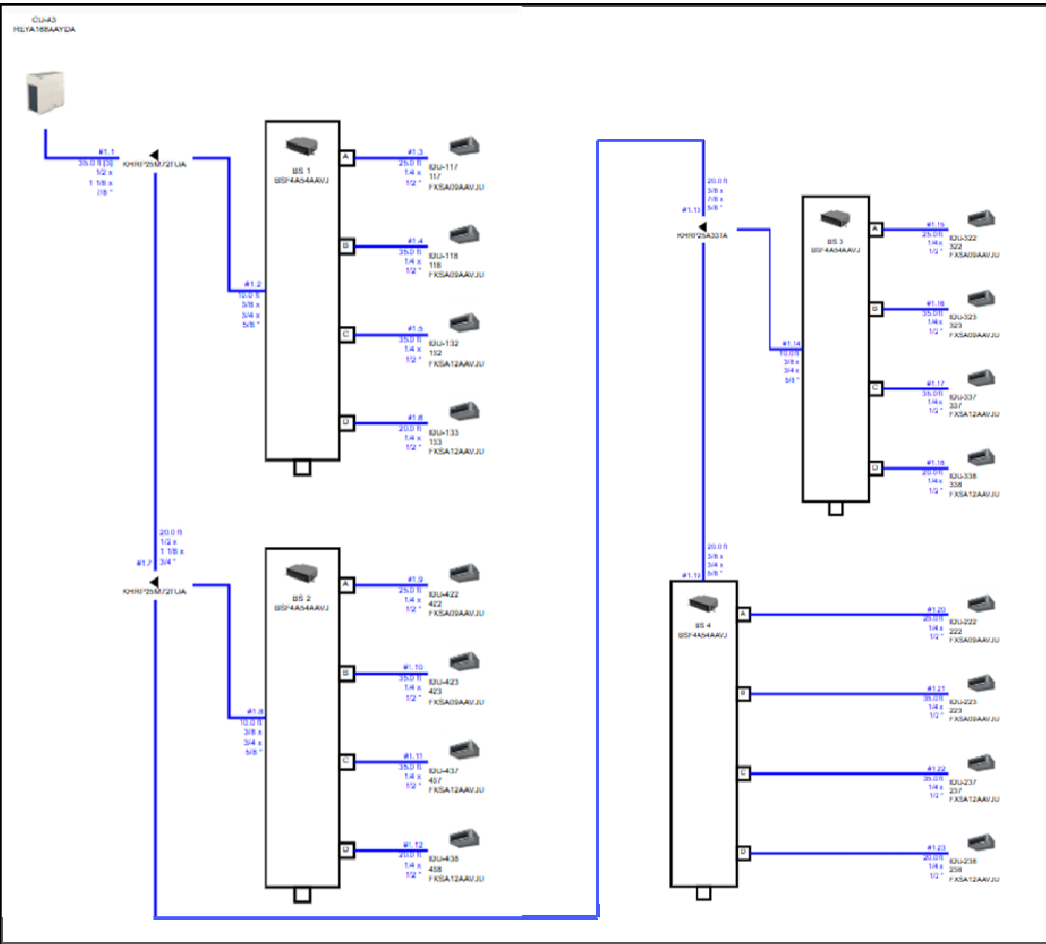
TAG	APT	Mrel lbs	BASIS OF DESIGN (DAIKIN)	NOMINAL TONNAGE	CONNECTED TO:		SUPPLY AIR FLOW RATE cfm	COOLING CAPACITY				HEATING CAPACITY		ELECTRICAL			DIMENSIONS		WEIGHT Net lbs	Options and Accessories	
					CONDENSING UNIT	ZONE CHANGEOVER DEVICE		REQUIRED Ton		AVAILABLE Ton		ENTERING AIR		AVAILABLE Ton	ENTERING AIR °F DB	POWER SUPPLY Voltage - Phase	Min Circuit Amps	Max Overcurrent MOP			WxHxD inch
								TOTAL	SENSIBLE	TOTAL	SENSIBLE	°F DB	°F WB								
IDU-117	117	1.2	FXSA09AAVJU	0.8	CU-A3	Yes	318	0.6	0.5	0.7	0.5	75.0	62.6	0.9	70.0	208-230V 1ph	0.8	15.0	21.7 x 9.6 x 31.5	55.0	BRC1NRV71 (1)
IDU-118	118	1.4	FXSA09AAVJU	0.8	CU-A3	Yes	318	0.6	0.5	0.7	0.5	75.0	62.6	0.9	70.0	208-230V 1ph	0.8	15.0	21.7 x 9.6 x 31.5	55.0	BRC1NRV71 (1)
IDU-132	132	1.5	FXSA12AAVJU	1.0	CU-A3	Yes	335	0.7	0.6	0.9	0.7	75.0	62.6	1.1	70.0	208-230V 1ph	0.8	15.0	21.7 x 9.6 x 31.5	55.0	BRC1NRV71 (1)
IDU-133	133	1.3	FXSA12AAVJU	1.0	CU-A3	Yes	335	0.7	0.6	0.9	0.7	75.0	62.6	1.1	70.0	208-230V 1ph	0.8	15.0	21.7 x 9.6 x 31.5	55.0	BRC1NRV71 (1)
IDU-222	222	1.2	FXSA09AAVJU	0.8	CU-A3	Yes	318	0.6	0.5	0.7	0.5	75.0	62.6	0.9	70.0	208-230V 1ph	0.8	15.0	21.7 x 9.6 x 31.5	55.0	BRC1NRV71 (1)
IDU-223	223	1.4	FXSA09AAVJU	0.8	CU-A3	Yes	318	0.6	0.5	0.7	0.5	75.0	62.6	0.9	70.0	208-230V 1ph	0.8	15.0	21.7 x 9.6 x 31.5	55.0	BRC1NRV71 (1)
IDU-237	237	1.5	FXSA12AAVJU	1.0	CU-A3	Yes	335	0.7	0.6	0.9	0.7	75.0	62.6	1.1	70.0	208-230V 1ph	0.8	15.0	21.7 x 9.6 x 31.5	55.0	BRC1NRV71 (1)
IDU-238	238	1.3	FXSA12AAVJU	1.0	CU-A3	Yes	335	0.7	0.6	0.9	0.7	75.0	62.6	1.1	70.0	208-230V 1ph	0.8	15.0	21.7 x 9.6 x 31.5	55.0	BRC1NRV71 (1)
IDU-322	322	1.2	FXSA09AAVJU	0.8	CU-A3	Yes	318	0.6	0.5	0.7	0.5	75.0	62.6	0.9	70.0	208-230V 1ph	0.8	15.0	21.7 x 9.6 x 31.5	55.0	BRC1NRV71 (1)
IDU-323	323	1.4	FXSA09AAVJU	0.8	CU-A3	Yes	318	0.6	0.5	0.7	0.5	75.0	62.6	0.9	70.0	208-230V 1ph	0.8	15.0	21.7 x 9.6 x 31.5	55.0	BRC1NRV71 (1)
IDU-337	337	1.5	FXSA12AAVJU	1.0	CU-A3	Yes	335	0.7	0.6	0.9	0.7	75.0	62.6	1.1	70.0	208-230V 1ph	0.8	15.0	21.7 x 9.6 x 31.5	55.0	BRC1NRV71 (1)
IDU-338	338	1.3	FXSA12AAVJU	1.0	CU-A3	Yes	335	0.7	0.6	0.9	0.7	75.0	62.6	1.1	70.0	208-230V 1ph	0.8	15.0	21.7 x 9.6 x 31.5	55.0	BRC1NRV71 (1)
IDU-422	422	1.2	FXSA09AAVJU	0.8	CU-A3	Yes	318	0.6	0.5	0.7	0.5	75.0	62.6	0.9	70.0	208-230V 1ph	0.8	15.0	21.7 x 9.6 x 31.5	55.0	BRC1NRV71 (1)
IDU-423	423	1.4	FXSA09AAVJU	0.8	CU-A3	Yes	318	0.6	0.5	0.7	0.5	75.0	62.6	0.9	70.0	208-230V 1ph	0.8	15.0	21.7 x 9.6 x 31.5	55.0	BRC1NRV71 (1)
IDU-437	437	1.5	FXSA12AAVJU	1.0	CU-A3	Yes	335	0.7	0.6	0.9	0.7	75.0	62.6	1.1	70.0	208-230V 1ph	0.8	15.0	21.7 x 9.6 x 31.5	55.0	BRC1NRV71 (1)
IDU-438	438	1.3	FXSA12AAVJU	1.0	CU-A3	Yes	335	0.7	0.6	0.9	0.7	75.0	62.6	1.1	70.0	208-230V 1ph	0.8	15.0	21.7 x 9.6 x 31.5	55.0	BRC1NRV71 (1)

Schedule [M003C]

**MO03- VRV EQUIPMENT SCHEDULES**

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**MATERIALS LIST**

Equipment		
Model	Qty	Description
REYA168AAYDA	1	VRV EMERION (460V 3ph)
BSF4A54AAVJ	4	Branch selector unit
FXSA09AAVJU	8	FXSA_AA - Concealed Ducted (Medium Static)
FXSA12AAVJU	8	FXSA_AA - Concealed Ducted (Medium Static)
KHRP25A33TA	1	Refnet branch piping kit
KHRP25M72TUA	2	Refnet branch piping kit
BRC1NRV71	16	Navigation Remote Controller
R32	28.24	Extra refrigerant charge (lbs)

**Refrigerant Piping**

Pipe Size (inch)	Total Length (ft)	Number of Bends
1/4	460.0	0
3/8	70.0	0
1/2	515.0	3
5/8	70.0	0
3/4	70.0	0
7/8	55.0	3
1 1/8	55.0	3

Schedule [M004A]

**MOO4- VRV PIPING DIAGRAM & MATERIALS TABLES**



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(407) 374-3235



**Anthony Amadio**  
PE # 79955

**Pinellas Heights Senior Apartments**  
11411 Ulmerton Rd  
Largo, FL 33788












**Issue Date:**  
1. 12/19/2025

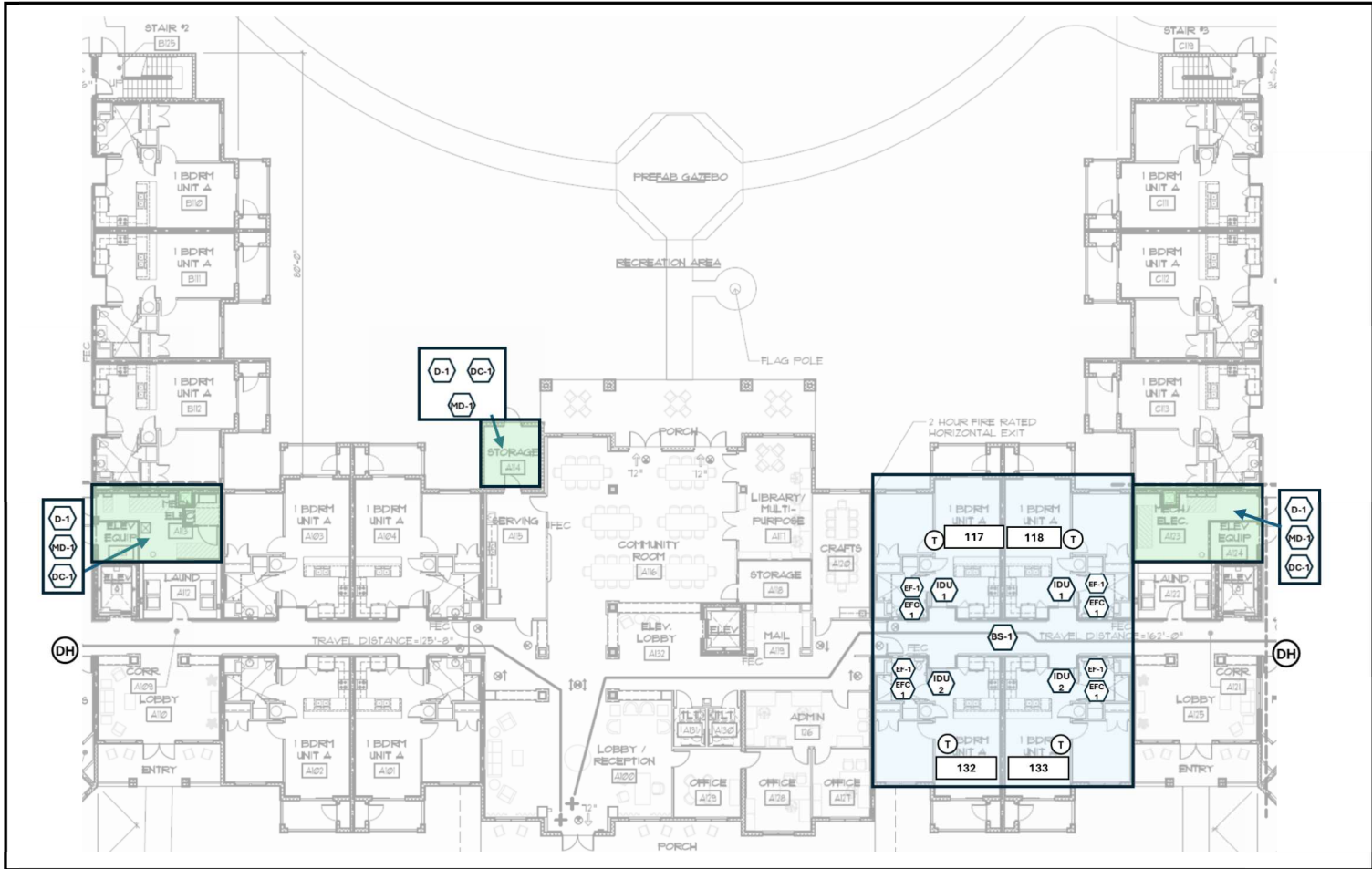
**MOO4**  
Piping Diagram & Materials Tables

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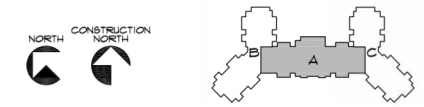


**Keyed Notes**

-  Outdoor Unit
-  Indoor Unit 09
-  Indoor Unit 12
-  Branch Selector Box
-  Indoor Unit Controller
-  Exhaust Fan
-  Exhaust Fan Control
-  Mechanical Damper
-  Dehumidifier 155 ppd
-  Dehumidifier Control
-  Dehumidifier Humidistat



**1<sup>ST</sup> FLOOR MECHANICAL**



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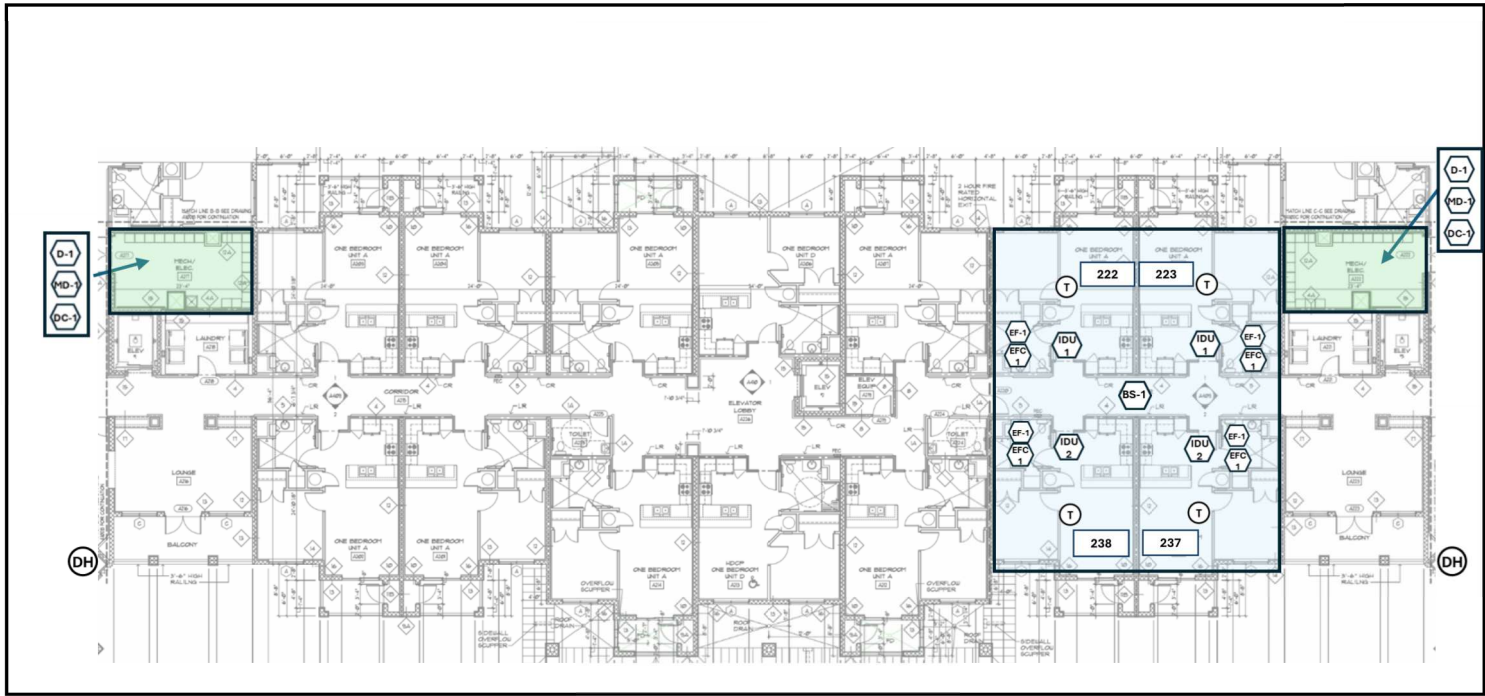
**M101**  
1<sup>st</sup> Floor  
Mechanical Plan

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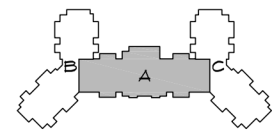


**Keyed Notes**

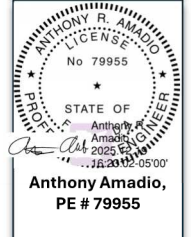
-  Outdoor Unit
-  Indoor Unit 09
-  Indoor Unit 12
-  Branch Selector Box
-  Indoor Unit Controller
-  Exhaust Fan
-  Exhaust Fan Control
-  Mechanical Damper
-  Dehumidifier 155 ppd
-  Dehumidifier Control
-  Dehumidifier Humidistat



**2<sup>ND</sup> FLOOR MECHANICAL**



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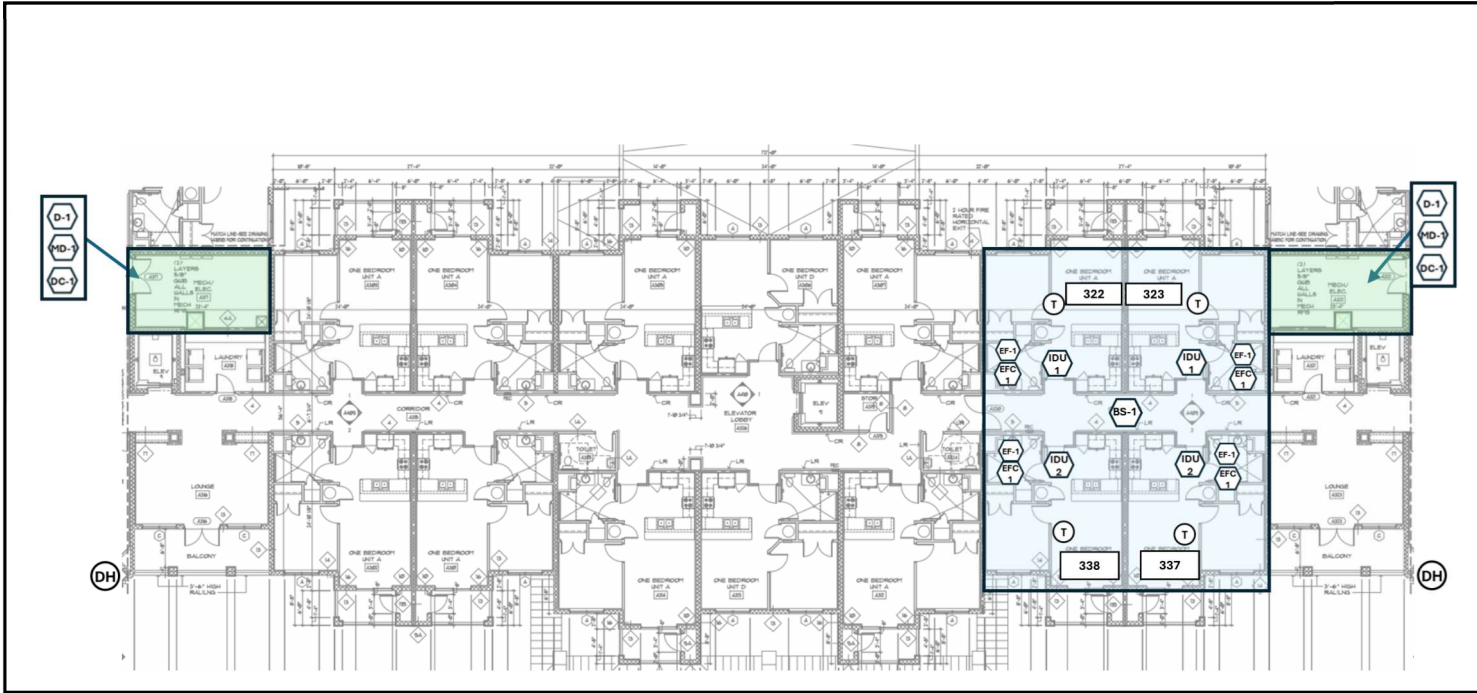
**M102**  
2nd Floor  
Mechanical Plan

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Subject to Inspector Approval  
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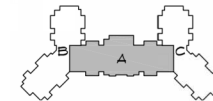


**Keyed Notes**

-  Outdoor Unit
-  Indoor Unit 09
-  Indoor Unit 12
-  Branch Selector Box
-  Indoor Unit Controller
-  Exhaust Fan
-  Exhaust Fan Control
-  Mechanical Damper
-  Dehumidifier 155 ppd
-  Dehumidifier Control
-  Dehumidifier Humidistat



**3<sup>RD</sup> FLOOR MECHANICAL**



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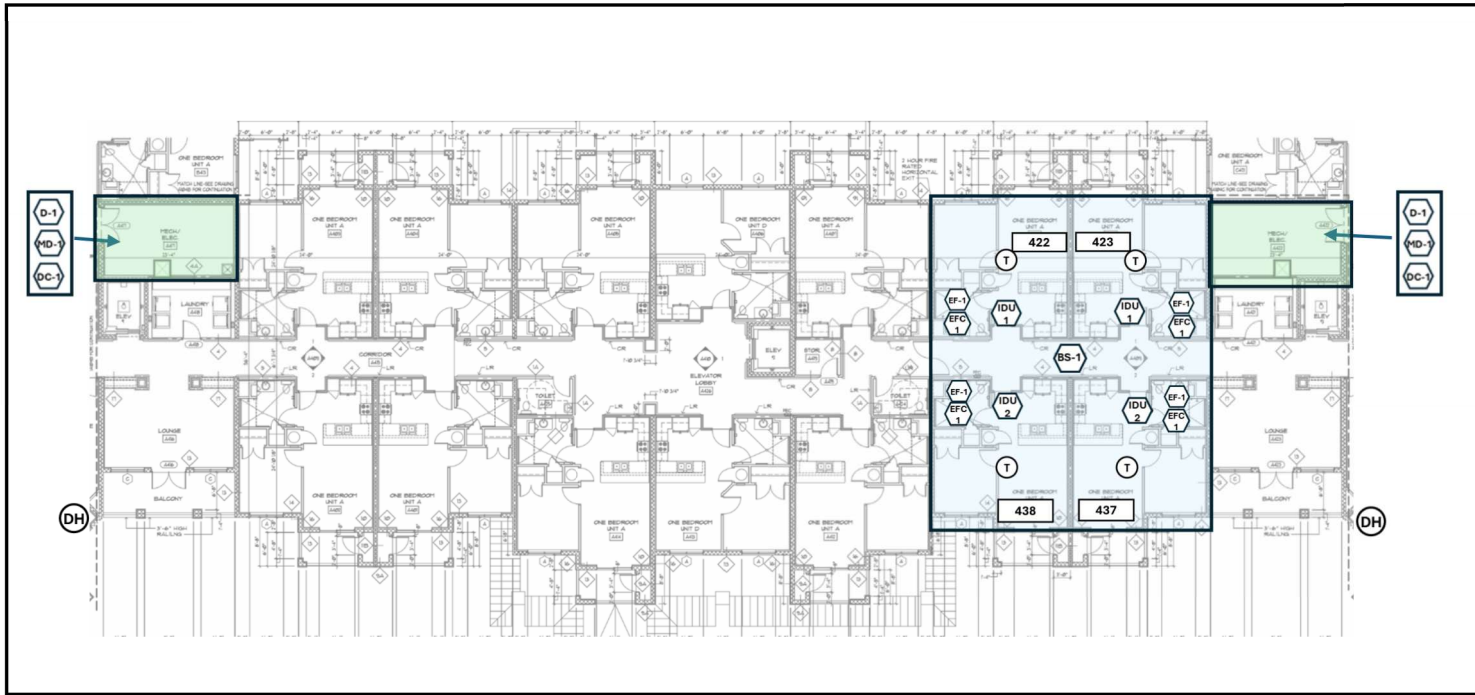
**M103**  
3<sup>rd</sup> Floor  
Mechanical Plan

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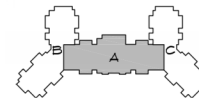
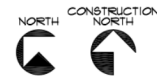


**Keyed Notes**

-  Outdoor Unit
-  Indoor Unit 09
-  Indoor Unit 12
-  Branch Selector Box
-  Indoor Unit Controller
-  Exhaust Fan
-  Exhaust Fan Control
-  Mechanical Damper
-  Dehumidifier 155 ppd
-  Dehumidifier Control
-  Dehumidifier Humidistat



**4<sup>TH</sup> FLOOR MECHANICAL**



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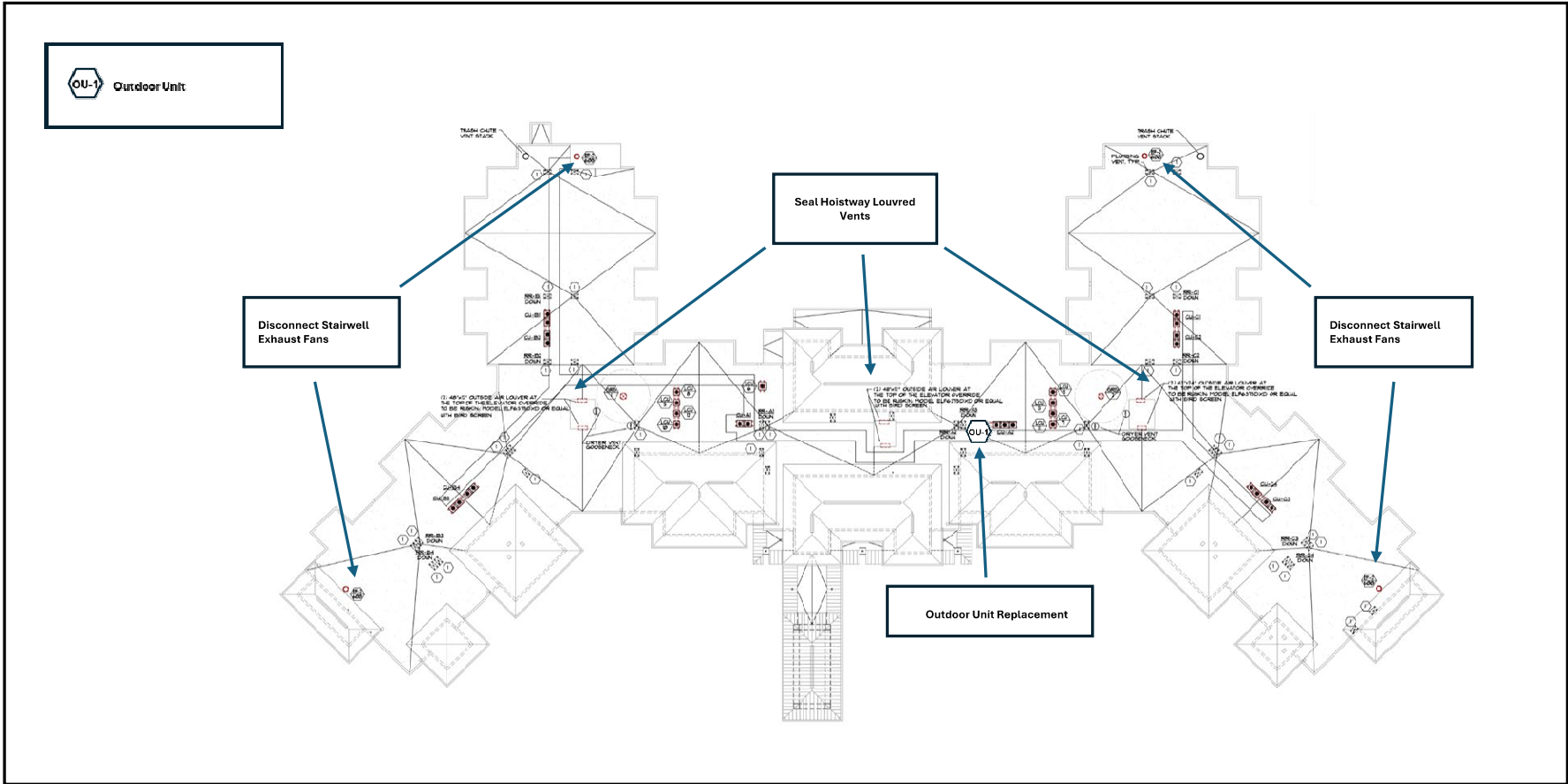
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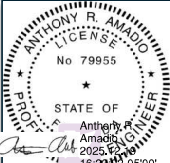
**M104**  
4<sup>th</sup> Floor  
Mechanical Plan

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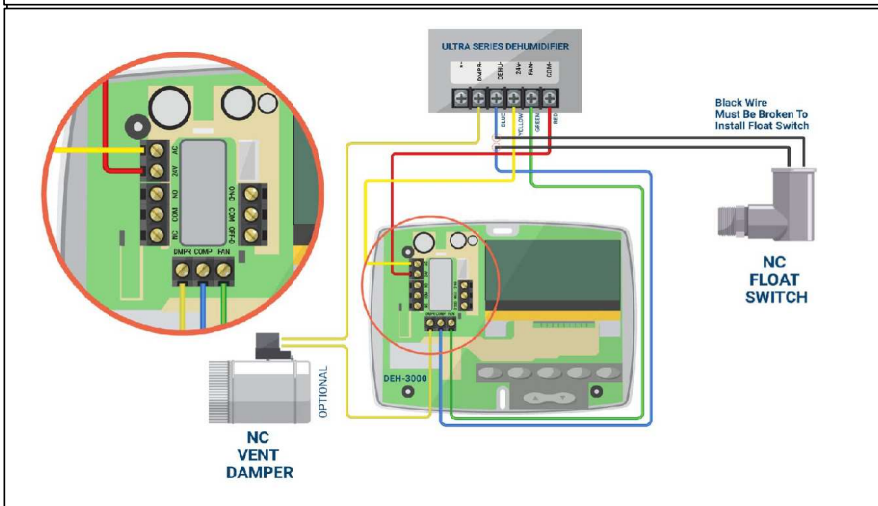
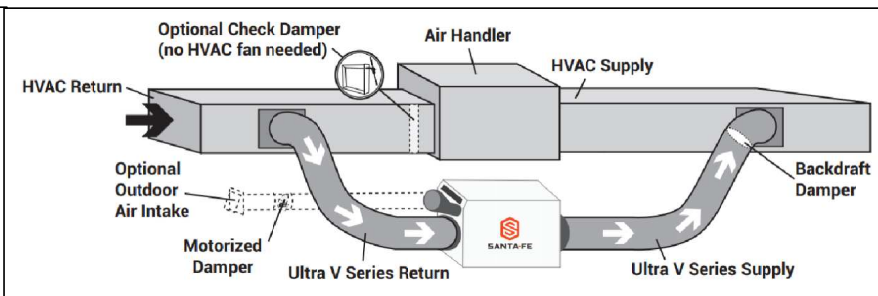
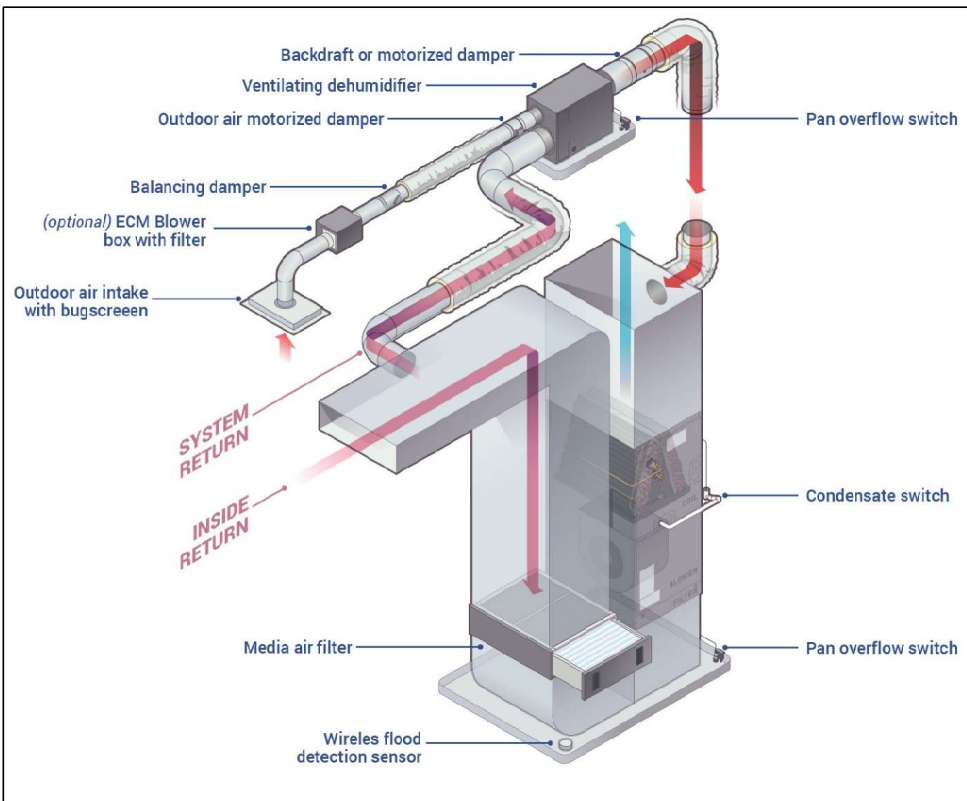
**Issue Date:**  
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**M105**  
Roof Mechanical Plan


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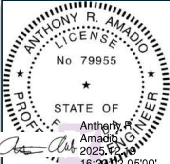
## Two Examples of Return to Supply Duct Installation



Ultra-series Wiring Diagram



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**M200**  
Dehumidifier  
Installation

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## M200- DEHUMIDIFIER INSTALLATION DIAGRAMS

# SANTA FE ULTRA V155 – DEHUMIDIFIER INSTALLATION & CONTROL SPECIFICATION

## 1. EQUIPMENT

Provide and install **Santa Fe Ultra V155 [D-1]**, model 4044100.  
Mount unit on **Santa Fe Riser Kit**, part number **4042109**, per manufacturer requirements for leveling, stability and condensate drainage. MERV 13 filter should be installed.

## 2. DUCT CONFIGURATION

The dehumidifier will operate **return → dehumidifier → supply**, dedicated to hallways.

### 2.1 RETURN AIR

Bring hallway air into the V155 through the existing system return. 10" duct is recommended per manufacturer installation guidance. Return must come from an open hallway zone, not from closed rooms, mechanical rooms, kitchens or bathrooms.

### 2.2 SUPPLY AIR

Dehumidifier supply duct should be integrated into the existing system supply duct at a 45° angle to ensure entrainment into supply air stream.

### 2.3 OUTDOOR AIR

Use the existing OA duct and damper to meet original design cfm as specified in Table [M002B].

## 3. DAMPER CONTROL

Motorized Supply Damper [MD-1] for Recirculation Prevention prevents supply side backflow when V155 is OFF.

- Opens only on dehumidification call from dehumidification call from [DH] in central hallways in accordance with plans [M101-M104].
- Closes upon loss of power.

Damper actuator is powered from the V155's call output or fan relay so damper only opens when V155 fan is on.

## 4. HUMIDITY CONTROL

Use Santa Fe SmartAire Remote Sensor, part number 4042960, [DH]

- Place sensor in central hallway location near indicated location on plans [M101-M104].
- Do not place sensor in a mechanical room, enclosed space or near supply registers.
- Design RH=55%
- ON at ~57%, OFF at ~53% (typical hysteresis).

## 5. CONDENSATE MANAGEMENT

- Install dehumidifier on risers with a secondary drain pan.
- Primary drain: ¾" line to code-approved drain with proper trap and vent.
- Secondary pan float switch (N.C.) wired in series with V155 control to shut down unit and close damper on high water instance.
- Where unit elevation does not allow for gravity drainage, a condensate pump should be used.

## 6. ELECTRICAL

- Provide dedicated 115V/15A circuit.
- Install a local disconnect or plug cord-connected outlet within 9' of AHU (10' cord installed with V155).
- Bond and ground according to NEC.
- Low-voltage wiring must be protected from hot surfaces, sharp edges and conduit strain.

## 7. SEQUENCE OF OPERATIONS

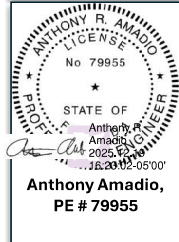
1. Hall RH rises above 55% setpoint.
2. SmartAire sensor [DH] calls for dehumidification.
3. V155 energizes.
4. Motorized supply damper opens [MD-1].
5. V155 delivers dry air to hallway serving supply duct.
6. When RH falls below setpoint, V155 stops and damper springs close.

## 8. INSTALLATION NOTES

- All duct joints sealed per SMACNA
- Supply AHU ducts insulated to R6
- Maintain full service access to filter, drains and electrical
- Label damper: "Dehumidifier Supply Damper- Normally Closed."
- Label unit: "Corridor Dehumidifier"
- Verify airflow (target 360-395 CFM at operating static).



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**Anthony Amadio,**  
PE # 79955

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Senior Apartments**  
11411 Ulmerton Rd  
Largo, FL 33788

**Issue Date:**  
1. 12/19/2025

**M201**  
Dehumidifier  
Installation



**M201 - INSTALLATION AND CONTROLS**





December 16, 2025

Kimberly Llewellyn

Vice President

Blue Rabbit Consulting, Inc

7275 CR 736

Center Hill, FL 33514



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RE: Pinellas Heights Senior Apartments Stair Exhaust

#25.450

Kimberly,

Summit Fire National Consulting LLC (d.b.a Summit Fire Consulting) has been retained by Blue Rabbit Consulting, Inc to provide an engineering letter regarding the requirements for the exhaust dampers and fans in the stairwell and elevator shafts for the Pinellas Heights Senior Apartments located at 11411 Ulmerton Road in Largo, Florida. The subject building is an existing 4-story mixed-use residential senior living facility built in 2012, with an approximate footprint of 37,000 square feet. The building was constructed and permitted under the 2010 editions of the Florida Building Code and the Florida Fire Prevention Code. The building is approximately 47 feet in height and is not considered a high-rise by the original code of construction or today’s current building code. The building is served by three (3) elevators and four (4) stairs. The building is Type III-B construction, is fully sprinkler-protected, and is classified as an R-2 residential occupancy. The building is split into four (4) separate wings, each served by a stairwell. The ground floor contains the lobby and offices for staff, as well as residential assembly spaces. The upper floors contain residential units, laundry facilities, and small community spaces.

**CONDITION DESCRIPTION**

Each of the four (4) egress stairs are provided with an exhaust fan located at the top of the stair. The fans are Greenheck model GB-091-4 centrifugal, belt driven downblast fans similar to the fan shown in Figure 1. The design documentation provided lists the fans as 600 CFM exhaust capacity. Additionally, the ground floor of each stairwell is provided with a 24” x 24” intake louver to provide fresh air to the fan intake. The elevators are also provided with mechanical dampers at the top of the shafts.



**Figure 1: Sample of Model of Existing Exhaust Fans**

The Client is expressing concern as these existing fans are constantly running and causing humidity issues within the building by creating a negative pressure zone within the stairs and drawing the conditioned air from the corridors into the stairs. The purpose of this analysis is to confirm if these fans are required by code and considered part of a life safety system or if they can be decommissioned and permanently removed.

## **ENGINEERING ANALYSIS**

### **STAIRWAY ENCLOSURES**

The existing fans in each stairwell are 600 CFM downblast exhaust fans. Per the M701 Mechanical Schedule document provided by the Client, they are to be tied into the emergency lighting of the corridors to run under emergency power. The documentation does not say they are to be constantly running, however in the field the Client has confirmed they are constantly running, causing a concern for humidity in the building as they are drawing out conditioned air from the building and drawing in humid exterior air from the ground floor damper.

The requirement for stairwell protection generally comes from high-rise building requirements in Chapter 403.5.2 of the 2010 Florida Building Code that states that every exit stairway serving floors higher than 75 feet from fire department access must be a smokeproof enclosure in accordance with Section 909.20. However, as stated earlier, this building does not meet the height criteria to be considered a high-rise. But if a smokeproof enclosure were to be provided, this section addresses the requirements and provides three (3) possible methodologies:

1. Natural ventilation alternative: The smokeproof enclosure is accessed by an open-air vestibule.
2. Mechanical ventilation alternative: The smokeproof enclosure is accessed via a mechanically exhausted vestibule.
3. Stair pressurization alternative: The stair is pressurized to a positive pressure differential with mechanical supply fans creating a smokeproof enclosure.

At the time of the building's permitting and construction, these methods were the only acceptable options for creating a smokeproof enclosure for a stairwell. There was no provision for stairwell exhaust.

Additionally, there is no code requirement for creating a smokeproof enclosure for this building as no levels of the building are higher than 75 ft above fire department access and therefore is not considered a high-rise.

Further evidence that these fans are not part of the life safety system can be found in the Mechanical Schedule provided by the Client. Section 909.12.2.1 of the FBC (2010) states that any life safety equipment for mechanical pressurization or exhaust must have complete automatic control. Section 909.12.3 states that the equipment must be tied in to the alarm and activate with the automatic sprinkler system or smoke detectors. However, there is no provided sequence of operations or tie in to the building fire alarm system to provide evidence that these fans are on automatic control. They are only stated to be tied to the emergency lighting to allow them to run on emergency power.

In our professional opinion, the currently provided exhaust fan system provided for each egress stair is contradictory to the modern approaches to prevent the spread of smoke throughout a building. Given that the system is causing issues with overall inhabitability of the building, we recommend decommissioning and removing the exhaust fans and inlet dampers entirely. Alternative means of stairwell venting or pressurization are not necessary as none of the triggering criteria from the current Florida Building Code are met.

#### **ELEVATOR SHAFTS**

There are two (2) elevators near the core of the building that are provided with mechanical dampers at the top of the shafts. At the time of building construction, the 2010 edition of the Florida Building Code required elevator hoistways serving more than three (3) stories to be provided with hoistway ventilation in accordance with Section 3004.1. In the case of the subject building, the elevators serve four (4) stories and are required to be provided with hoistway venting. As the building is an R2 occupancy, it does not meet Exception 1 of 3004.1 which excludes the use of hoistway venting in a fully sprinklered building. Therefore, these hoistway vents were required to be in place as part of the life safety system at the time of construction.

However, after the 2017 revision of the building code, elevator protection requirements moved to become more aligned with those of ASME A17.1, removing hoistway ventilation and instead requiring protection via elevator lobbies. The code change came about due to newer research into efficiency and energy loss, with code officials updating the code to remove the ventilation requirements.

The modern code approach for all hoistways that connect three or more stories is to provide protection in accordance with Section 3006.2. This section details when elevator hoistway protection is required. However, the subject building does not meet any of the trigger requirements of 3006.2 as the building is fully sprinklered, the building is not a Group I-1, I-2, or I-3 occupancy, and the building is not a high-rise. Therefore, under the current code adoption, elevator hoistway protection is not required for this building.

Based on new data and understanding of the consequences of open vents in a building envelope, the protection requirements have changed since the original building construction. Therefore, in our opinion,



and to align with the current requirements of the Florida Building Code, the hoistway vents can be removed without reducing the level of life safety of the building. No alternative hoistway protection measures from Section 3006.3 are necessary.

## CONCLUSION

Based on the code investigation and review of the drawings for this project, it is the opinion of Summit Fire Consulting that the stair exhaust fan, the stair relief louver, and the elevator hoistway vents may be removed or decommissioned without reducing the life safety provided to the building. The stair exhaust fans and louvers were not originally installed as part of the building life safety system. While the elevator vents were part of the original building life safety, they are no longer required under modern building code and can be eliminated to align with modern elevator hoistway protection criteria. It is recommended that the removal of this equipment be documented and coordinated with the AHJ to ensure compliance with the code and any other requirements not addressed by this analysis.

If there are any questions or concerns about the requirements or details provided above, please feel free to contact us for further information and discussion.

Sincerely,  
Summit Fire Consulting

A handwritten signature in black ink, appearing to read "Zachary Hatten".

Zachary Hatten, P.E.  
Fire Protection Engineer  
727-743-1277



Blue Rabbit Consulting, Inc.  
 Kimberly Llewellyn  
 kimberly@bluerabbitconsult.com  
 (407)-374-3235



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**Project Information**

**Pinellas Heights Senior Apartments**

11411 Ulmerton Rd, Largo, FL 33778  
 Permit # MECH-25-001072

**To: Phillip Murphy, Electrical Reviewer**

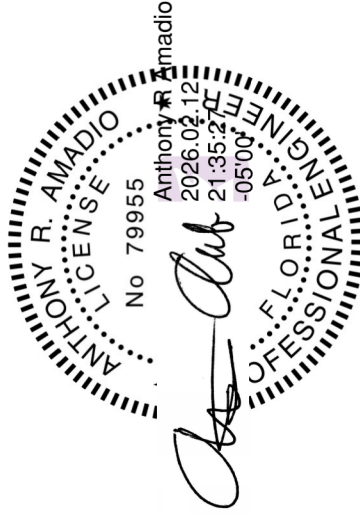
Date: 2/12/2026

This letter (as requested by electrical reviewer, Phillip Murphy) is to confirm that permit # MECH-25-001072 will not require any changes to the electrical and current electrical will remain as is. This determination was provided by the professional engineer on record, Anthony Amadio, license number PE79955 and Florida licensed electrician, Alan Yanik, license EC13008082.

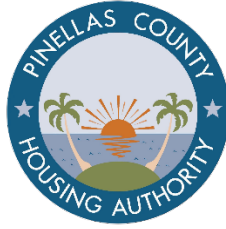
Thank you,

*Kimberly Llewellyn*

Kimberly Llewellyn  
 VP Blue Rabbit Consulting, Inc



Anthony Amadio, PE  
 2-12-2026



# **Exhibit D**

IFB# 26-002

## **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

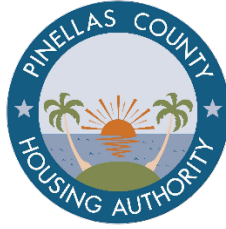
Capital Stock  
Authorized and Outstanding Shares,  
Par Value  
Earned Surplus

**TOTAL CAPITAL**

=====

**TOTAL LIABILITIES AND CAPITAL**

=====



# **Exhibit E**

IFB# 26-002

## **Bid Bond and Performance Bond Sample**

**BID BOND**  
**BOND NUMBER: [ENTER BOND NUMBER]**

STATE OF [ENTER STATE])

COUNTY OF [ENTER COUNTY])SS

CITY OF [ENTER CITY])

**KNOW ALL MEN BY THESE PRESENTS**, that we [ENTER NAME OF PRINCIPAL], as Principal, and [ENTER NAME OF SURETY], as Surety, are held firmly bound unto Pinellas County, Florida, in the penal sum of:

**\$0.00 [ENTER DOLLAR AMOUNT], [ENTER TOTAL SUM WRITTEN IN WORDS]** Dollars, lawful money of the United States, for the payment of which sum well and truly to be made, we bound ourselves, our heirs, executors, administrators and successors, jointly and severally, firmly by these presents.

**(Five percent {5%} of base bid if no amount entered)**

**THE CONDITION OF THIS OBLIGATION IS SUCH**, that whereas the Principal has submitted the attached Bid, dated the [CLICK TO ENTER DATE], for a Contract entitled: [ENTER CONTRACT TITLE AND NUMBER e.g. Y22-0000].

**NOW THEREFORE**, if the Principal shall withdraw said Bid prior to the date of opening the same, or shall within ten (10) days after the prescribed forms are presented to him for signature, enter in a written Contract with Orange County, Florida, in accordance with the Bid as accepted, and give a Performance Bond and a Payment Bond with good and sufficient Surety or sureties as may be required, for the faithful performance and proper fulfillment of such Contract and for prompt payment of all persons furnishing labor or materials in connection therewith, or in the event of the failure to enter into such Contract and give such Bonds within the time specified, if the Principal shall pay the County the difference between the amount specified in said Bid and the amount for which the County may procure the required work and/or supplies, provided the latter amount to be in excess of the former, then the above obligations shall be void and of no effect; otherwise to remain in full force and virtue.

**IN WITNESS WHEREOF**, the above written parties have executed this instrument under their several seals this the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_, the name and corporate seal of each corporate party being affixed and these presents duly signed by its undersigned, pursuant to authority of its governing body.

**CONTRACTOR-PRINCIPAL**

**SURETY**

[ENTER NAME OF PRINCIPAL]

[ENTER NAME OF SURETY]

NAME OF BUSINESS ENTITY

NAME OF SURETY

SIGNATURE

DATE

SIGNATURE: SURETY AGENT

DATE

{SEAL}

{SEAL}

[SIGNATORY NAME AND TITLE]

[SURETY SIGNATORY NAME AND TITLE]

TYPE NAME AND TITLE

TYPE NAME AND TITLE

[BUSINESS ADDRESS]

[SURETY BUSINESS ADDRESS]

BUSINESS ADDRESS

BUSINESS ADDRESS

TELEPHONE: [ENTER NUMBER]

TELEPHONE : [ENTER NUMBER]

NAIC NUMBER: [ENTER NUMBER]

Licensed Florida Insurance Agent?

YES

NO

License Number: [ENTER NUMBER]

In accordance with the Invitation for Bids, if applicable, list the Lead Surety.

LEAD SURETY

AGENT FOR SURETY

BY

SIGNATURE

[BUSINESS ADDRESS]

SURETY ADDRESS

[SURETY BUSINESS ADDRESS]

AGENCY ADDRESS

TELEPHONE : [ENTER NUMBER]

STATE OF [ENTER STATE])

COUNTY OF [ENTER STATE]) SS

CITY OF [ENTER STATE])

The foregoing instrument was acknowledged before me by means of  physical presence, or  online notarization this \_\_\_\_ day of \_\_\_\_\_, 20\_\_, by \_\_\_\_\_ [NAME OF PERSON], as \_\_\_\_\_ [TYPE OF AUTHORITY,... e.g. officer, trustee, etc.]) for \_\_\_\_\_ [NAME OF PARTY ON BEHALF OF WHOM INSTRUMENT WAS EXECUTED].

Personally Known; OR

Produced Identification. Type of identification produced: \_\_\_\_\_

[CHECK APPLICABLE BOX TO SATISFY IDENTIFICATION REQUIREMENT OF FLA. STAT. §117.05]

\_\_\_\_\_  
Notary Public

My Commission Expires:

\_\_\_\_\_  
(Printed, typed or stamped commissioned name of Notary Public)

## 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

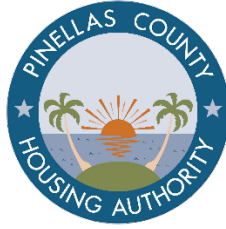
## NOTES CONCERNING SURETY AND EXECUTION

### 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 F**

IFB# 26-002

# **Bid Form & Schedule of Values**

**BID PROPOSAL FORM**

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

**Pinellas County Housing Authority**

**For: IFB# 26-002 ~ HVAC Equipment and Services at Pinellas Heights Senior Apartments**

**To Whom It May Concern:**

The undersigned, hereinafter called "Bidder," having visited the site of the proposed project and familiarized with the local conditions, nature and extent of the Work, and having examined carefully the Approved Plans, 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 *HVAC Equipment and Services at Pinellas Heights Senior Apartments* in full accordance with the Invitation for 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.

**Total Bid Amount:** \$ \_\_\_\_\_ **Dollars:** \_\_\_\_\_ and \_\_\_\_\_ / 100 Dollars

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 notified in writing by email 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)

In witness whereof, the bidder has hereunto set this signature and affixed his seal this \_\_\_\_\_ day of \_\_\_\_\_, 2026.

(AFFIX CORPORATE SEAL IF BIDDER IS A CORPORATION)

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

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

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

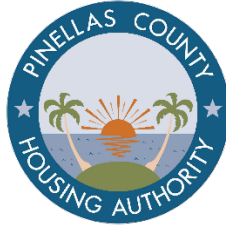
\_\_\_\_\_  
Witness (Secretary's Attest)  
If Bidder is Corporation

## 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**

IFB# 26-002

# **Form HUD 5369**

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

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

# Instructions to Bidders for Contracts

## Public and Indian Housing Programs

### 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 —

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

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

## 8. Contract Award

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

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

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

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

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

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

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

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

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

**10. Assurance of Completion**

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

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

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

[ ] (3) a 20 percent cash escrow;

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

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

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

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

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

**11. Preconstruction Conference (applicable to construction contracts)**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

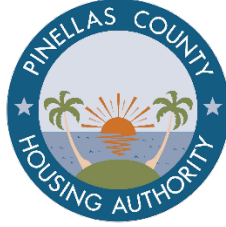
(g) All bidders must submit with their bids a statement detailing their employment and training opportunities and their plans to provide preference to Indians in implementing the contract; and the number or percentage of Indians anticipated to be employed and trained. Comparable statements from all proposed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

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

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

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

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



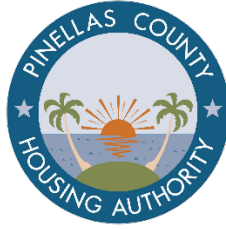
# **Exhibit H**

IFB# 26-002

# **Form HUD 5369-A**

**Form HUD-5369-A: Representations, Certifications, and Other Statements of Bidders**

**[www.hud.gov/sites/documents/5369-a.pdf](http://www.hud.gov/sites/documents/5369-a.pdf)**



# **Exhibit I**

**IFB# 26-002**

**Form HUD 5370**

# 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. 1/31/2027)

**Applicability. This form is applicable to any  
construction/development contract greater than \$250,000.**

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. Comments regarding the accuracy of this burden estimate and any suggestions for reducing this burden can be sent to the Reports Management Officer, Office of Policy Development and Research, REE, Department of Housing and Urban Development, 451 7th St SW, Room 4176, Washington, DC 20410-5000. When providing comments, please refer to OMB Approval No. 2577-0157. This form includes those clauses required by OMB's common rule on grantee procurement, implemented at HUD in 2 CFR 200, 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 75. 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, PHAs would be unable to enforce their contracts. 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.

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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 Terms and Conditions (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.

## 2. Contractor's Responsibility for Work

- (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.

- (b) The Architect shall serve as the Contracting Officer's technical representative with respect to architectural, **Schedule** 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

of the work, and that it has investigated and satisfied itself

- (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

- (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 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 "as shown" "as indicated", "as 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

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 **Construction** 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

- (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 **Construction 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

- (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**

this contract within \_\_\_\_\_ calendar 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**

accordance with the terms and conditions of the

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**

retain ten (10) percent of the amount of progress

- (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 submitted not later than \_\_\_\_\_ 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 subcontract.

**Name:**

Title:

Date:

- (f) Except as otherwise provided in State law, the PHA shall 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 nowise 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 **Convenience** 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 \$ \_\_\_\_\_ [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

- (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 \$ \_\_\_\_\_ [Contracting Officer insert amount]

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

- (3) Automobile Liability on owned and non-owned motor vehicles used on the site(s) or in connection therewith for a combined single limit for bodily injury and property damage of not less than \$ \_\_\_\_\_

[Contracting Officer insert amount] per occurrence.

- (b) Before commencing work, the Contractor shall furnish the PHA with a certificate of insurance evidencing that Builder's Risk (fire and extended coverage) Insurance on all work in place and/or materials stored at the building site(s), including foundations and building equipment, is in force. The Builder's Risk Insurance shall be for the benefit of the Contractor and the PHA as their interests may appear and each shall be named in the policy or policies as an insured. The Contractor in installing equipment supplied by the PHA shall carry insurance on such equipment from the time the Contractor takes possession thereof until the Contract work is accepted by the PHA. The Builder's Risk Insurance need not be carried on excavations, piers, footings, or foundations until such time as work on the superstructure is started. It need not be carried on landscape work. Policies shall furnish coverage at all times for the full cash value of all completed construction, as well as materials in place and/or stored at the site(s), whether or not partial payment has been made by the PHA. The Contractor may terminate this insurance on buildings as of the date taken over for occupancy by the PHA. The Contractor is not required to carry Builder's Risk Insurance for modernization work which does not involve structural alterations or additions and where the PHA's existing fire and extended coverage policy can be endorsed to include such work.
- (c) All insurance shall be carried with companies which are financially responsible and admitted to do business in the State in which the project is located. If any such insurance is due to expire during the construction period, the Contractor (including subcontractors, as applicable) shall not permit the coverage to lapse and shall furnish evidence of coverage to the Contracting Officer. All certificates of insurance, as evidence of coverage, shall provide that no coverage may be canceled or non-renewed by the insurance company until at least 30 days prior written notice has been given to the Contracting Officer.

### 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/Seller agrees as follows:

- (a) The Contractor/Seller shall not discriminate against any employee or applicant for employment because of race color, religion, sex, sexual orientation, gender identity, disability, or national origin.
- (b) The Contractor/Seller 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, sexual orientation, gender identity, disability, or national origin. Such action shall include, but not be limited to, (1) employment, (2) upgrading 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/Seller agrees to post in conspicuous places available to employees and applicants for employment the notices to be provided by the Contracting Officer setting forth the provisions of this nondiscrimination clause.

(d) The Contractor/Seller shall, in all solicitations or advertisements for employees placed by or on behalf of the Contractor/Seller, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, or national origin.

(e) The Contractor/Seller 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/Seller shall comply with Executive Order 11246, as amended, and the rules, regulations, and orders of the Secretary of Labor.

(g) The Contractor/Seller 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/Seller 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 that the Contractor/Seller is in noncompliance with the nondiscrimination clauses of this contract or with any of such rules, regulations, or orders, this contract may be canceled, terminated or suspended in whole or in part and the contractor/seller may be declared ineligible for further Government contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

(i) The contractor/seller will include the provisions of paragraphs (a) through (h) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each sub[contractor/seller] or vendor. The [contractor/seller] will take such action with respect to any subcontract or purchase order as may be directed by the Secretary of Labor as a means of enforcing such provisions including sanctions for noncompliance: Provided, however, that in the event the [contractor/seller] becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction, the [contractor/seller] may request the United States to enter into such 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 75, 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 75 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 prioritization requirements and shall state the minimum percentages of labor hour requirements established in the Benchmark Notice (FR-6085-N-04).

(d) The contractor agrees to include this section 3 clause in every subcontract subject to compliance with regulations in 24 CFR Part 75, 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 75. 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 75.

(e) Noncompliance with HUD's regulations in 24 CFR Part 75 may result in sanctions, termination of this contract for default, and debarment or suspension from future HUD assisted contracts.

(f) Contracts, subcontracts, grants, or subgrants subject to Section 7(b) of the Indian Self-Determination and Education Assistance Act (25 U.S.C. 5307(b)) or subject to tribal preference requirements as authorized under 101(k) of the Native American Housing Assistance and Self-Determination Act (25 U.S.C. 4111(k)) must provide preferences in employment, training, and business opportunities to Indians and Indian organizations, and are therefore not subject to the requirements of 24 CFR Part 75.

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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 **Acts** 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

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

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 \$27 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. DOL posts current fines at: <https://www.dol.gov/whd/govcontracts/cwhssa.htm#cmp>
  - (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;

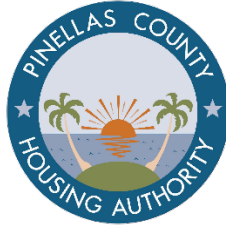
(b) An applicable apprentice wage rate based thereon specified in an apprenticeship program registered with the U.S. Department of Labor (DOL) or a DOL-recognized State Apprenticeship Agency; or

(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.

( ) 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.

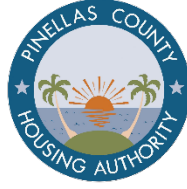


# **Exhibit J**

IFB# 26-002

**Certificate of Acceptance**

**HUD Form 5370**



## **Certificate of Acceptance**

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

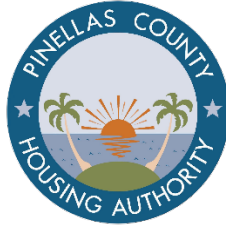
The undersigned certifies that he/she, on the behalf of the bidding company, \_\_\_\_\_ has read, understands, and accepts and will abide by all the conditions stipulated in and set forth by the HUD Form 5370 General Conditions for Construction Contracts – Public Housing Programs.

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

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

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

Company: \_\_\_\_\_



# **Exhibit K**

IFB 26-002

Non-Collusive Affidavit

**Exhibit K**

**NON-COLLUSIVE AFFIDAVIT**

State of: \_\_\_\_\_ ) s.s.

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

\_\_\_\_\_ being first duly sworn, deposes and says:

That he/she is \_\_\_\_\_ the party making the foregoing bid or proposal, that such bid or proposal is genuine and not collusive or sham; that said vendor has not colluded, conspired, connived, or agreed, directly or indirectly, sought by agreement or collusion, or communication or conference, with any person, to fix the proposal price or affiant of any other vendor, or to fix any overhead, profit or cost element of said proposal price, or of that of any other vendor, 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 are true.

Signature of:

\_\_\_\_\_  
Applicant, if the vendor is an individual

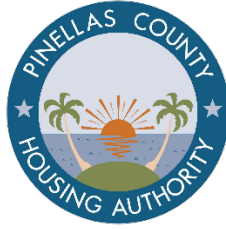
\_\_\_\_\_  
Partner, if the vendor is a Partnership

\_\_\_\_\_  
Officer, if the vendor is a Corporation

Subscribed and sworn to before me this \_\_\_\_\_ day of \_\_\_\_\_

\_\_\_\_\_

MY COMMISSION EXPIRES \_\_\_\_\_, 20\_\_



# **Exhibit L**

## **IFB #26-002**

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]

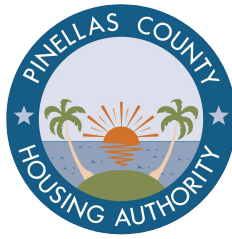
**I UNDERSTAND THAT THE SUBMISSION OF THIS FORM TO THE CONTRACTING OFFICER FOR THE PUBLIC ENTITY IDENTIFIED IN PARAGRAPH 1 (ONE) ABOVE IS FOR THE PUBLIC ENTITY ONLY AND THAT THIS FORM IS VALID THROUGH DECEMBER 31 OF THE CALENDAR YEAR IN WHICH IT IS FILED. I ALSO UNDERSTAND THAT I AM REQUIRED TO INFORM 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 \_\_\_\_\_, 20\_\_\_\_, 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 M**

## **IFB #26-002**

**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).

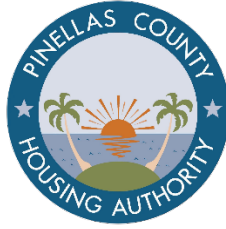
(I) Debarment and Suspension (Executive Orders 12549 and 12689)—A contract award (see 2 CFR 180.220) must not be made to parties listed on the governmentwide Excluded Parties List System in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive 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.



# **Exhibit N**

**IFB# 26-002**

## **Certificate of Authorization to Execute**

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

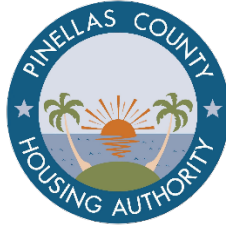
I, \_\_\_\_\_, certify that I am the \_\_\_\_\_ of the corporation named as Contractor herein; that \_\_\_\_\_, who signed this Bid/Contract on behalf of the Contractor, was then \_\_\_\_\_ of said corporation; that said Bid/Contract was duly signed for and on behalf of said corporation by authority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

Affix Corporate Seal:

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

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

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



# **Exhibit O**

**IFB# 26-002**

## **Certification Regarding Debarment, Suspension and other Responsibility Matters**

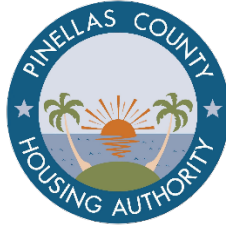
## EXHIBIT O

### CERTIFICATION REGARDING DEBARMENT, SUSPENSION AND OTHER RESPONSIBILITY MATTERS

By the submission of this response, \_\_\_\_\_ certifies to the best of its knowledge and belief, that it and its principals:

- (a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal department or agency;
- (b) Have not within a three-year period preceding this response been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state or local) transaction or contract under a public transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements or receiving stolen property;
- (c) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (federal, state or local) with commission of any of the offenses enumerated in paragraph (1) (b) of this certification; and
- (d) Have not within a three-year period preceding this response had one or more public transactions (federal, state or local) terminated for cause or default.

Name of Organization:	
Signature:	
Name:	
Title:	
Date:	



# **Exhibit P**

**IFB# 26-002**

# **Certification Regarding Lobbying**

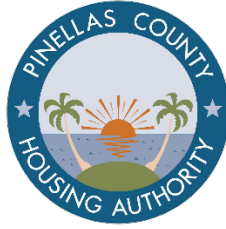
## CERTIFICATION REGARDING LOBBYING

I, \_\_\_\_\_, hereby certify on behalf of  
\_\_\_\_\_ (insert name of respondent) and its key  
principals that:

1. No federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, or any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress or an employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement and the extension, continuation, renewal, amendment or modification of any Federal contract, grant, loan or cooperative agreement.
2. If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress or an employee of a Member of Congress in connection with this federal contract, grant, loan or cooperative agreement, the undersigned shall complete and submit Standard Form LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
3. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans and cooperative agreements) and that all subrecipients shall certify and disclosure accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

\_\_\_\_\_  
Signature of Key Principal of  
Respondent



# **Attachment Q**

## **RFP 26-002**

Certification of Non-Organizational  
Conflict of Interest

**CERTIFICATE OF NON-ORGANIZATIONAL CONFLICT OF INTEREST**

**Company's Legal Name:** \_\_\_\_\_

**Address:** \_\_\_\_\_

**Contact Name and Telephone Number:** \_\_\_\_\_

The Applicant 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 Applicant's organizational, financial, contractual or other interests may, without some restriction on future activities:

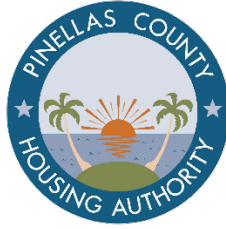
- (a) Result in an unfair competitive advantage to the Applicant; or,
- (b) Impair the Applicant's objectivity in performing the contract work.

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.

\_\_\_\_\_  
**Signature**

\_\_\_\_\_  
**Name of Owner or Authorized Agent**

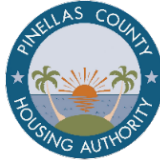
\_\_\_\_\_  
**Date**



# **Exhibit R**

**IFB# 26-002**

**Sample Contract**



**CONTRACT BETWEEN  
THE PINELLAS COUNTY HOUSING AUTHORITY  
AND \_\_\_\_\_  
CONTRACT# 26-002**

THIS CONTRACT made as of this \_\_\_ day of \_\_\_\_\_, 2026 by and between the **Pinellas County Housing Authority** (PHCA), 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 PCHA 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 the \_\_\_\_\_ services requirements at \_\_\_\_\_. The work is further described in IFB# 26-002 and Provider's bid attached hereto as Exhibit A and Exhibit B, respectively.

**ARTICLE 2. Term** Work must be completed within \_\_\_\_\_ business days of receipt of Notice to Proceed or receipt of permits, whichever is later.

**ARTICLE 3. Contract Price** PCHA shall pay Provider for the performance of the Contract in current funds for a firm fixed fee in the amount of \$\_\_\_\_\_ ( \_\_\_\_\_ 00/100 Dollars) to include the entire scope of work as identified in IFB# 26-002.

**ARTICLE 4. Payment** PCHA will pay Provider within thirty (30) calendar days of receipt of approved applications for payment. PCHA 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# 25-015 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 PCHA, the Provider further shall indemnify and hold PCHA 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 PCHA. No remedy herein provided shall be deemed exclusive of any other remedy allowed at law or in equity.

**ARTICLE 8. Termination** PCHA 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 five (5) years after PCHA 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 PCHA review and approval. Provider shall not terminate and replace approved personnel and/or subcontractors without adequate notification to PCHA. Provider will state in its subcontracts that the subcontracts are assignable to PCHA at PCHA's discretion. Provider will not employ or otherwise incur any 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 PCHA, 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 PCHA, 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 PCHA 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 PCHA 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 PCHA;

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 PCHA or HUD, and/or discharged by PCHA 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 PCHA 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. The Parties acknowledge and agree that the statement and provisions below are required by Florida Statute to be included in this Agreement. The inclusion of this statement and provisions below shall not be construed to imply that the Provider has been delegated any governmental decision-making authority, governmental responsibility, or governmental function or that the Provider is acting on behalf of the PCHA as provided under Section 119.011(2), Florida Statutes, or that the statement or provisions are otherwise applicable to the Provider. As stated below, the Provider may contact the PCHA'S Custodian of Public Records with questions regarding the application of the Public Records Law; however, the Provider is advised to seek independent legal counsel as to its legal obligations. The PCHA cannot provide the Provider advice regarding its legal rights or obligations

**IF THE PROVIDER HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE PROVIDER'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT:**

- i) Leslie Boswell, Human Resources Manager
- ii) (727) 443-7684 Ext. 3066
- iii) lboswell@pinellashousing.com
- iv) Pinellas County Housing Authority, 11479 Ulmerton Road, Largo, Florida 33778

If, under this Agreement, the Provider is providing services and is acting on behalf of the PCHA as provided under Florida Statutes Section 119.011(2), the Provider shall comply with public records laws, and specifically shall comply with the following:

- i) Keep and maintain public records required by the PCHA to perform the services.
- ii) Upon request from the PCHA's custodian of public records, provide the PCHA with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119 Florida Statutes or as otherwise provided by law.
- iii) Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the Agreement term and following completion of the Agreement if the Provider does not transfer the records to the PCHA.
- iv) Upon completion of the Agreement, transfer at no cost to the PCHA, all public records in possession of the Provider or keep and maintain public records required by the PCHA to perform the service. If the Provider transfers all public records to the PCHA upon completion of the Agreement, the Provider shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Provider keeps and maintains public records upon completion of the Agreement, the Provider shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the PCHA, upon request from the PCHA'S custodian of public records, in a format that is compatible with the information technology systems of the PCHA.

Failure of the Provider to comply with Chapter 119, Florida Statutes, and/or the provisions set forth above, where applicable, shall be grounds for immediate unilateral termination of this Agreement by the PCHA.

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/Offerer or Provider, as is fully set forth in this Contract.

This Instrument and:

- Exhibit A. IFB# 26-002, and all exhibits and addenda
- Exhibit B. Provider's Bid dated \_\_\_\_\_
- Exhibit C. Provider's Certificate of Insurance, naming PCHA as additional insured
- Exhibit D. Notice to Proceed
- Exhibit E. 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 as of the day and year first above written. SIGNED this \_\_\_\_\_ day of \_\_\_\_\_, 2026.

PINELLAS COUNTY  
HOUSING AUTHORITY

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

NAME: Neil Brickfield  
TITLE: Executive Director

BUSINESS ADDRESS:  
11479 Ulmerton Road  
Largo, FL 33778

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

NAME:  
TITLE:

BUSINESS ADDRESS:

WITNESSES:

Print Name

\_\_\_\_\_

Signature

\_\_\_\_\_

WITNESSES:

Print Name

\_\_\_\_\_

Signature

\_\_\_\_\_