

INVITATION FOR BID

Solicitation No. FY26-IFB-01

Historic Preservation of the Johnson Brothers' Houses

Issue Date: Tuesday, April 22, 2026
Pre-Bid Conference: Wednesday, May 6, 2026 @ 10:00 a.m. (est.)
Deadline for Questions: Thursday, May 14, 2026 @ 5:00 p.m. (est.)
Submission Deadline: Wednesday, May 27, 2026 @ 2:00 p.m. (est.)

Board of Commissioners:

James A. Cloar, Chairperson
Sul Hemani, Vice-Chairperson
Robert P. Edwards
Lorena Hardwick
Parker A. Homans
Mae F. Walker
Thomas Murphy



**Mrs. Tina Washington, Director of Contracting
Contracting and Procurement Department
5301 W. Cypress Street
Tampa, FL 33607
Phone: (813) 341-9101 ext. 3500**

Leroy Moore
Senior Vice President/COO

Jerome D. Ryans
President/CEO

AN EQUAL OPPORTUNITY



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INVITATION FOR BIDBid No. **FY26-IFB-01**Date Issued: **4/22/2026**

The Housing Authority of the City of Tampa (the “Authority”) will receive sealed bids for the Historic Preservation of the Johnson Brothers’ Houses **until 2:00 p.m.** (prevailing Tampa, Florida time), on **Wednesday May 27, 2026**. All bids are to be submitted and addressed with bid #FY26-IFB-01 Attn: Tina Washington, Contracting Officer, Tampa Housing Authority, 5301 West Cypress Street, Tampa, Florida, 33607. Bids may be submitted to the 1st Floor front desk receptionist, who will date, and time stamp the bid package. All bids will be publicly opened and read aloud. Bids received after the above stated time may not be considered.

Qualified Contractors can obtain copies of the bidding documents by visiting THA’s website at <https://www.tampaha.org/procurement>. (click on menu, procurement, and follow the prompts) or by submitting an email request to bidderquestions@thafl.com. The site plans can be found at the link below:

<https://www.dropbox.com/scl/fi/3la2siwxcezexe7k4f2/Attachments.pdf?rlkey=wmkthkt716o39kj62ygl1pg1l&st=idu25ot5&dl=0>

The Authority will hold a Pre-Bid Conference on **Wednesday, May 6, 2026 at 10:00 a.m.** at the Tampa Housing Authority Headquarters located at 5301 W. Cypress St., Tampa, FL 33607. A Site Visit will take place immediately following the Pre-Bid Conference. Bidders should become familiar with any local conditions that may, in any manner, affect the services required.

All questions concerning the bid documents, requiring additional information, or clarification shall be submitted in writing to THA via e-mail at bidderquestions@thafl.com. All questions will be accepted until **Thursday, May 14, 2026 at 5:00 p.m.** and responded to in writing with addendum(s) issued to all prospective bidders by visiting the THA’s website at <https://www.tampaha.org/procurement>.

A Bid Guarantee in the amount of 5% of the total base bid must accompany each bid that exceeds \$25,000. Bid guarantee shall be a Bid Bond secured by a surety company authorized to do business in the State of Florida and listed in the latest Department of Treasury Circular 570 published in the Federal Register; or as permitted by state law, a certified check, bank draft, or U.S. Government Bond at per value. If bid security is not submitted the Authority will reject the bid. All Bid Guarantees must be made payable to the Housing Authority of the City Tampa. Personal checks will not be accepted. In addition, a Non-Collusive Affidavit must be supplied with each bid that exceeds \$25,000.

For all contracts that exceed \$150,000, the successful bidder will be required to furnish and pay for the satisfactory Performance and Payment bonding in the amount of 100% of the

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contract price. The successful bidder will be required to furnish certificates of insurance in accordance with the General Conditions and Special Conditions.

Attention is called to the fact that not less than the minimum of salaries and wages, as set forth in the specifications must be paid on this project (Davis-Bacon Wages for local area – Tampa). The Contractor must ensure that employees and applicants for employment are not discriminated against because of race, color, creed, gender, disability, or national origin. The successful bidder will be required to present a certification of Affidavit Action Compliance.

In accordance with Section 3 of the U. S. Department of Housing and Urban Development Act of 1968, the Authority requires all construction Contractors, to the greatest extent feasible, to provide training, contracting and employment opportunities to low-income residents residing in the Authority’s public housing communities.

The Authority intends to award a firm fixed price contract on the basis of the lowest responsive responsible contractor with consideration being given to the specific quality of the product, conformity to the specifications, and suitability to THA’s needs, delivery terms, qualifications, and past performance in a single contract for all work to be performed in the above referenced project.

No bid shall be withdrawn for a period of sixty (60) days subsequent to the opening of without the prior written consent of the Authority.

Bidders shall carefully examine the documents and construction site to obtain first-hand knowledge of existing conditions. Bidders will not be given an extra payment for conditions that can be determined by examining the site and documents.

The Authority reserves the right to waive irregularities and to reject any or all bids. Failure to submit a bid properly may result in rejection of the Bid.

Documents to be submitted with Bid

- Complete Bid Form, Section 00 41 00.
- Complete Representation, Certifications and Representations of Offerors Non-Construction Contract (HUD 5369C) Section 00 45 01.
- Complete Statement of Bidders Qualifications 00 45 13
- Complete Section 3 Compliance Certification Form Section 00 62 39.
- Complete Non-Collusive Affidavit, Section 00 45 19.
- Sworn Statement Under Section 287.133(3)(A), Florida Statutes, On Public Entity Crime
- Complete Bid Bond (for bids over \$25,000.00), Section 00 43 13.

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- Copy of Certificate of Insurance

Bid shall be made on unaltered bid forms, which are incorporated within the bidding documents. All blank spaces shall be completed. Bid shall be signed with name typed below signature. When bidder is a corporation, proposals shall be signed with the legal name of the corporation followed by the name of the state of incorporation and the legal signature of an officer authorized to bind the corporation to a contract.

Questions regarding this solicitation may be directed to the Authority by emailing bidderquestions@thaf.com.

THE HOUSING AUTHORITY OF THE CITY OF TAMPA IS AN EQUAL OPPORTUNITY EMPLOYER, BY ORDER OF JEROME D. RYANS, PRESIDENT/CEO.

END OF INVITATION TO BID

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

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

Instructions to Bidders for Contracts

Public and Indian Housing Programs

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1. Bid Preparation and Submission

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

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

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

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

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

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

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

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

2. Explanations and Interpretations to Prospective Bidders

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

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

3. Amendments to Invitations for Bids

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

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

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

4. Responsibility of Prospective Contractor

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

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

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

5. Late Submissions, Modifications, and Withdrawal of Bids

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

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

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

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

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

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

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

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

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

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

6. Bid Opening

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

7. Service of Protest

(a) Definitions. As used in this provision:

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

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

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

Tina D Washington, Contracting Officer
THA Purchasing & Contracting Office
5301 West Cypress Street
Tampa, Florida 33607

[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

Not applicable to bids under \$150,000

(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.

END OF HUD FORM 5369

**Historic Preservation of the Johnson Brothers' Houses
1248-1250 East Scott Street, Tampa, FL 33602**

SCOPE OF WORK:

Division 1 - General Requirements

1. Contractor shall provide quality assurance in strict accordance with **current Codes** as well as terms, conditions, special Contract requirements, specifications, attachments and exhibits contained in the General Conditions of Contract and this invitation to bid.
2. Verification of existing conditions.
 - a) It shall be the Contractor's sole responsibility to verify existing conditions for each individual work item. The Contractor shall be satisfied that there are no discrepancies between actual conditions and the final Scope of work as issued. Before ordering materials/products, the Contractor shall verify related conditions to ensure proper installation. Notify THA immediately of any hidden condition discovered which might affect the progress of work.
3. Contractor shall secure and pay for all permits, fees, and licenses necessary for the proper execution and completion of the work. The Contractor shall procure all permits; schedule all inspections with the appropriate Government Agency that has jurisdiction over the THA property. The Contractor is responsible for all re-inspections fees caused by the failure to pass inspections.
4. Contractor shall be responsible for all shoring requirements on these 2 existing buildings throughout construction.
5. Contractor shall be responsible for all asbestos and lead abatement requirements for these 2 existing buildings throughout construction.
6. All work shall be done during regular THA working hours Monday through Friday 08:00 am - 05:00 pm. The Contractor may be authorized to work weekends or evenings on as requested basis.
7. Contractor shall provide at all times a clean work site, including designated storage areas, free from accumulation of waste materials. Construction materials shall be stored in trailer and not in the building, unless previously authorized by THA. In any case, construction material shall not block circulation or create obstacles.
8. Contractor shall pull magnet around job area daily to pick up any loose nails or staples.
9. The use of the Housing Authority trash dumpsters shall not be permitted. Contractor shall provide trash dumpster(s) to accommodate proper disposal of demolished materials and related debris. (Provide proper disposal in accordance with waste management).
10. All electrical outlets in affected areas are to be tested and properly grounded. Contractor is to notify Tampa Housing Authority about damage findings.

-
11. When new products are to be installed to replace existing old products, remove and dispose of old products. Perform cutting and patching or other manufacturer pre-installation requirements as specified in manufacturer's installation manual. Install new products as specified. Prepare and paint adjacent walls affected by the installation of new products.
 12. Contractor shall prepare and submit to the Project Manager, three copies of a practicable schedule showing the order in which the Contractor proposes to perform the work during the pre-construction meeting.
 13. Contractor must maintain their construction schedule at all times, if the Contractor fails to maintain this construction schedule, he/she will be charged with liquidated damages.
 14. Contractor shall maintain documentation of construction to ascertain compliance with the General Requirements of the Contract.
 15. Contractor must give residents a minimum of 48 hours advance notice prior to commencing any work.
 16. All current applicable OSHA rules and regulations must be followed at all times. Security of work site area will be the responsibility of the Contractor.
 17. Extreme care is to be taken at all times regarding the safety of the residents residing in the immediate and surrounding work areas. Contractor to complete work with as little inconvenience to the residents as possible
 18. Contractor shall ensure that all his employees and the subcontractors scheduled to do work at the Johnson Brothers' Houses must wear their company shirt with visible company and employee name or employee company name tags.
 19. Contractor to ensure that any spillage or overspray that may get on the floor, windows, cabinets, appliances and on the property is cleaned at the end of every workday.
 20. Contractor shall perform a professional final clean-up of the building site at the end of the project.

*****Project History*****

The Johnson Brothers' Houses are two buildings located on one property, 1248 and 1250 East Scott Street. The Hillsborough Property Appraiser's Website had listed the property Year Built as 1900 and Effective Year Built as 1930. The last residents on this property are the heirs of Johnnie E. Johnson and his wife, Mozell Johnson. The Johnsons had originally bought the property from the Estate of Hazel Wharton Collins (aka Hazel B. Collins) on April 21, 1981.

On April of 2021, The Tampa Housing Authority, through its subsidiary Open Space Acquisitions, LLC, purchased this property as part of its initiative to preserve and manage the growth and development of the surrounding Encore District, a Housing Redevelopment Project owned and managed by THA.

The Johnson Brothers' Houses are located in the Historic Scrub Community of the Central Park CRA. Based on the Historical Records provided by City of Tampa's Historic Preservation Commission, the Johnson Brothers Houses are deemed the last remaining original housing stock of the Scrub Neighborhood Houses, the African-American residential area that began to take shape in the late nineteenth century, located north of downtown Tampa and west of Ybor City. The Scrub remained intact until Urban Renewal efforts replaced it with public housing, referred to as the Central Park Village, in 1954. Today, the neighborhood has undergone a revitalization into Encore. It is a mixed-use district of apartment residences, senior housing, office and retail space adorned with public art and park space. Encore celebrates the history and culture of The Scrub and Central Avenue through the renaming of streets to honor significant individuals from the neighborhood and the installation of public art and interpretive signage that call attention to the area's rich history.

In light of perpetuating the preservation tenet of its diminishing vibrant past, the Housing Authority of Tampa had sought for the Historic Landmark Designation of the Johnson Brother's Houses with the City of the Tampa Historic Preservation Commission. The Application was successfully passed under ORDINANCE No. 2023-138 on October 19th, by the City Council of the City of Tampa.



1248 East Scott Street



1250 East Scott Street

*****Qualifying Experience Requirements*******Qualifying Experience Requirements:**

- A maximum effort must be made by the Design and Construction Teams to complete the project in accordance with the mandates and inspections of the City of Tampa Historic Preservation Commission and Building Department.
- Bidding Construction Team and their Sub-Contractors must provide Resume and Portfolio on full historic experience of all members of the Team.
- The General Contractor will not be allowed to change any Sub-Contractors used for Bid qualification without the approval of the Owner and Architect.
- A Prebid Construction Conference will be scheduled. After the pre-bid conference, site visits will be scheduled for each General Contractor Construction Team submitting bids for an exclusive, 45 minute tour of the site and existing building conditions to be conducted by the Architect and Owner Representative(s). It will be expected that all contractors and relevant sub-contracted trades would attend at their allotted time slot so that a full understanding of the project can be obtained by each at the earliest opportunity. A second site visit will also be scheduled at a mutually agreed upon time.
- All Questions had to be submitted to the Tampa Housing Authority on a Specified Deadline.
- All Answers to these Questions will be released on a Specified Date.

***** Attached Documents *****

Contractor to follow work as shown and specified in the following Construction Drawings, Environmental Site Assessment, Asbestos Containing Material and Lead Containing Paint Survey Report. Questions arising from these Construction Drawings and Reports should be addressed to the Architect and Engineers of Record.

- Site Survey by Hamilton Engineering and Surveying, LLC.
- GLE Reports
 - 1) Phase 1 Environmental Site Assessment (1695 pages)
 - 2) Pre-Renovation Asbestos-Containing Material and Lead-Containing Paint Survey Report (83 pages)
- Photo Narrative
- Construction Drawings (1248 and 1250 East Scott Street)
 - 1) Architectural
 - 2) Structural
 - 3) Mechanical
 - 4) Electrical
 - 5) Plumbing
 - 6) Energy Compliance Report
 - 7) Specifications

***** Close-Out Requirements and Documents *****

At Final Closeout, the Contractor must furnish required documentation as indicated below for approval. All final closeout packages with missing documents and incomplete submittal will not be processed. Prior

to the final closeout, Contractors should make sure that all documents are complete and ready for review to avoid unwarranted delays. Consult with the Project Manager if you anticipate any delays with your package.

The Contractor shall ensure that the following documents have been completed or submitted in accordance with the contract:

1. Final Weekly Certified Payroll Reports for the Contractor and all Subcontractors.
2. All Contract Modifications, if any, shall have already been executed by the Contractor and approved by the Authority.
3. Certificate of Substantial Completion letter must have been issued by the Contractor's Project Manager.

For Contract Closeout, the contractor shall provide the following after receipt of substantial completion notification:

4. Final completion pay request accounting for 100% of work in place and final retention release pay request marked FINAL accounting for release of the 10% held contract retention.
 - a) Front Cover - THA Contractor Payment Certification Form.
 - b) Form HUD – 51001 - Periodic Estimate for Partial Payment.
 - c) Form HUD - 51000 - Schedule of Amounts for Contract Payments.
5. Original copy of product warranties.
6. Contractor's As-Built Drawings to include building, building components, all underground utility locations and all hardscape and landscaping not as shown on the Permit Documents.
7. Contractor's Letter of Warranty.

Any installation products not indicated above but provided for submittal and requiring warranty shall be submitted.

All warranties requiring the Manufacturer's review prior to the issuance of warranty after job completion must be the Contractor's responsibility. The Contractor must make sure that warranties have affiliation with referenced project and with specificity to the installed products

8. Contractor's one-year workmanship warranty with original signature and commencement date the same as the completion date of the project.
9. Waiver or Release of Lien documents from major subcontractors and suppliers.
10. Certificate of Substantial completion.
11. Original Copy of the Contractor's and Subcontractor's Certificate and Release.
12. Substantial Completion Punch List.

SITE PLAN LINK

[https://www.dropbox.com/scl/fo/s2vdit6pi1va78d1i78r7/AFOzfT9mgx2rE-pNC8GsC68?
rlkey=je3ulcn248qkx29jx7ef4u43g&st=80ua6n6u&dl=0](https://www.dropbox.com/scl/fo/s2vdit6pi1va78d1i78r7/AFOzfT9mgx2rE-pNC8GsC68?rlkey=je3ulcn248qkx29jx7ef4u43g&st=80ua6n6u&dl=0)

End of Contract Close-Out.

Historic Preservation of the Johnson Brothers' Houses

FY26-IFB-01

Attention:

The undersigned, having familiarized (him/herself) (themselves) with the local conditions affecting the cost of the work, and with the Detailed Scope of Work, including the Invitation to Bid; Instructions to Bidders, this Bid Form, the form of the Non-Collusive Affidavit; the form of the General Conditions; the Special Conditions; the Wage Determination, the Technical Specifications, The Construction Drawings, Addenda, if any and any other associated forms or documents thereto, on file in the Office of the Housing Authority, hereby proposes to furnish all labor, equipment, services, licenses, permits and material required, complete with all associated work required by the plans and specifications. Questions concerning bid documents shall be directed to the Housing Authority by e-mailing bidderquestions@thafl.com.

The following principles shall govern the competitive bidding process:

1. The Housing Authority will award the contract to the acceptable Contractor submitting the lowest responsive **Total Base Bid Amount**.
2. In the event an error is made totaling amounts listed on the bid form the award will be made on the basis of amounts correctly extended.
3. Bidders are required to bid on all items requested on the Bid Form. Failure to provide all information requested shall render the bid non-responsive.
4. All questions concerning the bid documents, requiring additional information, or clarification shall be submitted in writing to THA via e-mail at bidderquestions@thafl.com. All questions will be accepted until **Thursday, May 14, 2026 @ 5:00 p.m.** and responded to in writing with addendum(s) issued to all prospective bidders via the THA website at www.TampaHA.org. (click on menu, procurement, and follow the prompts)
5. The Housing Authority reserves the right to activate any alternate bids for a period of sixty days subsequent to the date of contract award.
6. All prices and information required on the bid form must be typewritten or written legibly in ink.
7. Any stipulations made as to the bidder's bid shall subject the bid to rejection. If bidder wishes to include additional information, bidder may do so with attachments. However,



alternate proposals will not be considered unless specifically requested in these specifications.

- 8. Any bidder having a complaint or protest regarding this bid must submit the complaint or protest in writing to the Housing Authority's Contracting Officer eight (8) or more days prior to the date set for opening of bids. Any bidder protesting a bid opening must submit the protest in writing to the contracting officer no later than three (3) days after bid opening for the protest to be considered.

BIDDER agrees to perform all the work described in these Contract Documents for **the Historic Preservation of the Johnson Brothers' Houses**

Total Base Bid Amount: \$ _____

	Work Item	Work Description	Quantity	Unit Price	Extended Price
1					
2					
3					
4					
5					
6					
7					
8					
9					
10					
11					
12					
TOTAL BASE BID					



Subcontractor List: The Housing Authority requires bidders to identify subcontractors that have provided proposals for this bid and who may be considered if the contractor is the bid winner. This list of subcontractors shall demonstrate the level of commitment to achieving the Authority's stated MBE and Section 3 goals. The Authority realizes that firm commitments will not be made by the General Contractor until after the GC is announced as the successful bidder. The subcontractors on the list may therefore be modified by the GC subject to review by the Authority.

Subcontractor Name & Address	Type of Work Classification	Approx. Amount	License #	Ownership (check)		
				MBE	SECT. 3	LOCAL

ADD ADDITIONAL PAGES AS NECESSARY

MBE- Minority Business Enterprise as defined in Section 00810

Section 3- Section 3 Business Concern as defined in Section 00810

Local- A business who has a local, City of Tampa or Hillsborough County business office address.



Bid Form

ADDENDA:

Bidder hereby acknowledges the following addenda issued during the bidding period:

Addendum # 1 issued, _____

(enter date of addendum, if any)

Addendum #2 issued, _____

(enter date of addendum, if any)

In submitting this bid it is understood that the right is reserved by the Housing Authority to reject any and all bids. If written notice of the acceptance of this bid is mailed, telegraphed, or delivered to the undersigned within sixty (60) consecutive calendar days after the opening thereof, or at any time thereafter, before this bid is withdrawn, the undersigned agree to execute and deliver a contract in the prescribed form and furnish the required bond within ten (10) consecutive calendar days after the contract is presented to him/her for signature.

DATE _____

NAME OF BIDDER _____

SEAL

BY _____

TITLE _____

ADDRESS _____

STATE OF _____

PHONE _____

CITY OF _____

FEDERAL I.D. NUMBER _____

Subscribed and sworn to me this _____ day of _____ 20____

NOTARY PUBLIC

My Commission expires _____

Bid Form



BID BOND

Bond No: _____

KNOW ALL MEN BY THESE PRESENTS, That we, the undersigned

(Name of Principal)

as **PRINCIPAL** (hereinafter called "Principal"), and

(Name of Surety)

as **SURETY** (hereinafter called "Surety"), are hereby held and firmly bound unto the **HOUSING AUTHORITY OF THE CITY OF TAMPA** (hereinafter called "AUTHORITY") for the penal sum of _____ DOLLARS, lawful money of the United States, for the payment of which sum well and truly to be made, we hereby jointly and severally bind ourselves, our heirs, executors, administrators, personal representatives, successors and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH that whereas the Principal has submitted an accompanying bid dated _____, 20____ for the Project Contract number

(Insert Job Number)

NOW, THEREFORE, if the Principal shall not withdraw said bid within the period specified therein after the opening of the same, or, if no period be specified, within sixty (60) days after said opening, and shall in the period specified therefore, or if no period be specified, within ten (10) days after the prescribed forms are presented to him for signature, enter into a written contract with the Authority in accordance with the bids as accepted, and give bond with good and sufficient surety or sureties, as may be required for the faithful performance and proper fulfillment of such contract; or in the event of withdrawal of said bid within the period specified, or the failure to enter into such contract and give such bond within the time specified, the Principal shall pay the Authority the difference between the amount specified in said bid and the amount for which the Authority may procure the required work or supplies or both, if the latter amount be in excess of the former, then the above obligation shall be void and of no effect, otherwise to remain in full force and virtue.

IN WITNESS WHEREOF, the above bound parties have executed this instrument under their seals this _____ day of _____, 20____, the name and corporate seal of each corporate party being hereto affixed and these presents duly signed by its undersigned representative, pursuant to authority of its governing body.

Bid Bond



In presence of:

(Attest)

_____ (Seal)
(Individual Principal)

(Business Address)

(Attest)

_____ (Seal)
(Individual Principal)

(Business Address)

By _____ Affix Corporate Seal

(Attest:)

(Attest:)

(Corporate Surety)

By _____ Affix Corporate Seal

(Power of Attorney for person signing for Surety Company must be attached to bond)

Bid Bond

CERTIFICATE AS TO CORPORATE PRINCIPAL

I, _____ certify that I am the
Secretary of the corporation named as Principal in the within bond: That

who signed the bond on behalf of the Principal , was then

of said corporation; that I know his/her/her signature thereto is genuine; and that said bond was duly signed, sealed, and attested to for and in behalf of said corporation by authority of its governing body

_____ (Corporate Seal).

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END OF BID BOND

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

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

Representations, Certifications, and Other Statements of Bidders

Public and Indian Housing Programs

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1. Certificate of Independent Price Determination

(a) The bidder certifies that--

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

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

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

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

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

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

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

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

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

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

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

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

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

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

2. Contingent Fee Representation and Agreement

(a) Definitions. As used in this provision:

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

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

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

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

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

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

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

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

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

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

(1) No Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress on his or her behalf in connection with the awarding of a contract resulting from this solicitation;

(2) If any funds other than Federal appropriated funds (including profit or fee received under a covered Federal transaction) have been paid, or will be paid, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress on his or her behalf in connection with this solicitation, the bidder shall complete and submit, with its bid, OMB standard form LLL, "Disclosure of Lobbying Activities;" and

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

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

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

4. Organizational Conflicts of Interest Certification

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

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

[] In the absence of any actual or apparent conflict, I hereby certify that to the best of my knowledge and belief, no actual or apparent conflict of interest exists with regard to my possible performance of this procurement.

5. Bidder's Certification of Eligibility

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

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

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

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

6. Minimum Bid Acceptance Period

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

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

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

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

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

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

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

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

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

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

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

(Check the block applicable to you)

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

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

The bidder represents and certifies that it:

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

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

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

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

(a) By the submission of this bid, the bidder certifies that neither it nor any person or firm who has an interest in the bidder's firm is a person or firm ineligible to be awarded contracts by the United States Government by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

(b) No part of the contract resulting from this solicitation shall be subcontracted to any person or firm ineligible to be awarded contracts by the United States Government by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

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

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

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

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

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

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

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

Notice to Prospective Subcontractors of Requirement for Certifications of Nonsegregated Facilities

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

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

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

The bidder certifies that:

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

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

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

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

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

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

13. Bidder's Signature

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

(Signature and Date)

(Typed or Printed Name)

(Title)

(Company Name)

(Company Address)



STATEMENT OF BIDDER'S QUALIFICATIONS

All questions must be answered and the data provided must be clear and comprehensive. This statement must be notarized. If necessary add separate sheets for items requiring additional explanations. This information must 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 Bidder unopened.

Name of Bidder	Permanent main office address, City, State, ZIP
Name of Contact Person:	Telephone Number and E-Mail address of Contact Person:
Date and State in which the Bidding Firm was incorporated:	Number of years business has been engaged in the contracting business under your present name:

For verification of qualifications, list the business license number(s) that conform to the bid requirements (State, County, City) below:

License Number and issuing agency	Area of Discipline

Describe the general character of work normally performed by your company:



STATEMENT OF BIDDER'S QUALIFICATIONS

In the table below list in chronological order current and completed contracts

Contract Title	A general description of the work	Name, title, address, phone number, e-mail of the owner's representative	Contract amount	Contract Start and Completion Date	Percent and dollar amount of work completed	Percent of work self-performed	% of work & dollar value performed by MBE Contractors

On separate page(s), provide any additional information or statements that you feel will demonstrate your firm's ability to successfully manage this contract. Information and statements will be considered with particular attention paid to demonstrate past experience that conforms to the bid requirements. ***Do not exceed 2 pages***



STATEMENT OF BIDDER'S QUALIFICATIONS

Has your firm ever failed to complete or defaulted on any work awarded to you? Yes No, if **Yes**, provide information regarding whom, where and why below:

On a separate page, list the specific qualifications of each member of your quality control staff. Indicate their levels of authority to redirect or put a stop to work and on what basis. **1 page**

On a separate page, procedures that will be followed by your quality control staff in visiting the sites; documenting the progress and quality of work; directing subcontractors in the correction of deficiencies; and directing work in the event of problems, design changes, change orders, etc. **1 page**

On a separate page, describe your company's pre-inspection methods to correct deficiencies prior to Authority staff being informed that the work is ready for inspection. **1 page**

Bidder's Signature _____ Printed Name/Title: _____ Date: _____

Notarization Requirement

State of _____

County of _____

The foregoing responses to the **Tampa Housing Authority's Statement of Bidder's Qualifications** are sworn or affirmed to be true and correct; by _____, who is the _____ of _____ on this _____ day of _____ 20____.

Printed Name

Title

Company name

Notary Signature _____

Affix Stamp Here:

End of Statement of Bidder's Qualifications

FY2015/2016

Statement of Bidder's Qualifications



NON COLLUSIVE AFFIDAVIT

State of _____)

County of _____)

_____, being first duly sworn,
(Printed Name)

deposes and says,

That he/she is _____
(Owner, Partner, Officer, Representative or Agent)

the party making the foregoing proposal or bid is genuine and not collusive or sham; that the said bidder has not colluded, conspired, connived or agreed, directly or indirectly, with any bidder or person to put in a sham bid or to refrain from bidding, and has not in any manner, directly or indirectly, sought by agreement or collusion, or communication, or conference, with any person, to fix the bid price or any other bidder, to fix any overhead, profit or cost element of said bid price, or that of any other bidder, or to secure any advantage against the Housing Authority of the City of Tampa or any person interested in the proposed contract; and that all statements in said proposal or bid are true.

SIGNATURE _____

TITLE _____

COMPANY NAME _____

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

Subscribed & sworn to before me

This _____ day of _____, 20____.

My Commission expires _____, 20____.

END OF NON COLLUSIVE AFFIDAVIT



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PERFORMANCE BOND FORM

KNOW ALL MEN BY THESE PRESENTS:

That _____
As Principal, and _____
a corporation of the State of _____, as Surety, are held and firmly bound
unto the HOUSING AUTHORITY OF THE CITY OF TAMPA, as Obligee, in the amount of
_____ DOLLARS (\$ _____) for
the payment thereof Principal and Surety bond themselves, their heirs, executors, administrators,
successors and assigns, jointly and severally, firmly by these present.

WHEREAS, Principal has, by written agreement dated _____, 20____,
entered into a contract with Obligee or _____ in accordance
with Contract Documents prepared by THE HOUSING AUTHORITY OF THE CITY OF TAMPA,
which Contract is, by reference, made a part hereof and is hereinafter referred to as the Contract.

NOW, THEREFORE, the conditions of this obligation are such that if the Principal shall
faithfully satisfy all claims and demands incurred by the Principal of said Contract, and shall pay
all obligation arising there under, and shall fully indemnify and save harmless the OWNER from
all cost and damage which the OWNER might suffer by reason of the failure of the Principal to do
so, and shall fully reimburse and repay to the OWNER all costs, damages, and expenses which
the OWNER may incur, making good any default by the Principal, and shall promptly make
payment to all persons supplying labor, equipment, or materials for use in the prosecution of the
Work, whether by subcontractor or otherwise, and including all insurance premiums on said Work
as provided for in such Contract, then this obligation shall be null and void; otherwise, it shall
remain in full force and effect.

In addition, the Principal and Surety, jointly and severally, expressly guarantee that the Owner will
be held harmless from any liens, claims, demands, or obligations in conjunction with materials or
services provided with respect to this Contract. This Bond shall remain in effect for a period of
one year from the date of final acceptance.



Performance Bond Form

The OWNER may sue on this Bond, and any person furnishing material or performing labor, either as an individual or as a subcontractor, shall have the right to sue on this bond, in the name of the OWNER, for his/her use and benefit.

ATTEST

(Seal)

Contractor:

BY: _____

TITLE: _____

(Seal)

Surety:

BY: _____

TITLE: _____
Attorney-in-Fact

Signed and sealed this _____ day of _____, 20____.



PAYMENT BOND FORM

THIS INSTRUMENT WITNESSETH: That we (1) _____
a (2) _____
organized under the law's of the State of _____ hereinafter authorized
to do business in the State of (3) _____, and (4) _____
as Surety are held and firmly bound unto HOUSING AUTHORITY OF THE CITY OF TAMPA,
hereinafter called the OWNER, in accordance with a referred to, in the penal sum of (5)
_____ Dollars (\$ _____) lawful money
of the United States, well and truly to be paid unto the said OWNER, for the payment of which
we bind ourselves, our heirs, executors, administrators, successors and assignees, jointly and
severally firmly by these presents.

WHEREAS, the said Principal has entered into a written contract with the OWNER, dated,
_____ 20 _____ for work designated as _____
Located in _____, in conformity with Contract Documents
hereby referred to and made a part hereof, the same, to all intents and purposes, as if written at
length herein, in which Contract the said Principal has contracted to perform the Work specified in
said Contract in accordance with the terms thereof.

- (1) Contractor
(2) Corporation. Partnership or Individual
(3) State in which project is located
(4) Surety
(5) 100 percent of the Contract

NOW THEREFORE, the conditions of this obligation are such that if the Principal shall faithfully
satisfy all claims and demands incurred by the Principal of said Contract, and shall pay all
obligations arising there-under, and shall fully indemnify and save harmless the OWNER from all
cost and damage which the OWNER might suffer by reason of the failure of the Principal to do
so, and shall fully reimburse and repay to the OWNER all costs, damages, and expenses which
the OWNER may incur, making good any default by the Principal, and shall promptly make
payment to all persons supplying labor, equipment or materials for use in the prosecution of the
Work, whether by subcontractor or otherwise, and including all insurance premiums on said Work
as provided for in such Contract, then this obligation shall be null and void; otherwise, it shall
remain in full force and effect.



Payment Bond Form

In addition, the Principal and Surety, jointly and severally, expressly guarantee that the Owner will be held harmless from any liens, claims, demands or obligations in conjunction with materials or services provided with respect to this Contract. The bond shall remain in effect for a period of one year from the date of final acceptance.

The OWNER may sue on this Bond, and any person furnishing material or performing labor, either as an individual or as a subcontractor, shall have the right to sue on this bond, in the name of the OWNER, for his/her use and benefit. The said Surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the Contract, or to the Work to be performed there-under, or the Contract Documents accompanying the same, shall in any way affect its obligation on this Bond, and it does hereby waive notice of any such changes, extension of time, alteration or addition to the terms of the Contract or to the Work or to the Contract Documents.

PROVIDED, FURTHER, that no final settlement between the OWNER and the CONTRACTOR shall abridge the right of any beneficiary herein under, whose claim may be unsatisfied.

IN WITNESS WHEREOF, this instrument is executed in several counterparts, each one of which shall be deemed an original, this the _____ day of _____, 20_____.

ATTEST

(Seal)

Contractor:

BY: _____

TITLE: _____

(Seal)

Surety:

BY: _____

TITLE: _____

Attorney-in-Fact



Section 3 & MBE Compliance Certification Forms

Section 3 & MBE Compliance Certification Forms

The certifications herein are to be submitted with the Bid. See Section 00810 – Special Conditions for explanation of Section and MBE Definitions, Policies and Procedures.



Section 3 & MBE Compliance Certification Forms

To Be Submitted For Each New Section 3 Business Subcontract

**Housing Authority of the City of Tampa
Section 3 Program**

Certification for Business Concerns Seeking Section 3 Preference

Name of Business: _____

Address of Business: _____

Type of Section 3 Business:

- Corporation
- Partnership
- Sole Proprietorship
- Joint Venture

Name and Address of Section 3 Resident(s) in 51% Ownership Position:

Attached is the following documentation as evidence of Section 3 status (as appropriate):

For person claiming status as a Section 3 Resident:

- Copy of resident lease with Housing Authority of the City of Tampa
- Copy of receipt of public assistance
- Evidence of participation in public assistance program
- Other evidence, as appropriate

For the Section 3 Business entity as applicable:

- Copy of resident lease with Housing Authority of the City of Tampa
- Assumed business name certificate
- List of Owners/stockholders and % ownership of each
- Organizational chart w/names, titles & functional statement
- Certificate of good standing
- Partnership agreement
- Corporation annual report
- Latest board minutes appointing officers
- Additional documentation

Attested by: _____

CORPORATE SEAL

Signature: _____

Date: _____

HOUSING AUTHORITY OF THE CITY OF TAMPA



**Contractor Certification of Efforts
to Fully Comply with Contracting,
Employment and Training
Provisions of Section 3
(Revised 10/2021)**

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

Is a Section 3 Business concern.

A Section 3 Business concern means a business concern:

1. That is 51% or more owned by Section 3 Resident(s); or
2. Whose permanent, full-time employees include person at least 30% of whom are current Section 3 residents, or within the last three years of the date of first employment with the business concern were Section 3 residents; or
3. That provides evidence of a commitment to subcontract in excess of 25% of the dollar value of all subcontracts to be awarded to business concerns that meet the qualifications set forth in paragraph 1 or 2 herein.

Is Not a Section 3 Business concern but who has and/or will continue to seek compliance with Section 3 by certifying to the following efforts as being undertaken.

**EFFORTS TO AWARD SUBCONTRACTS TO
SECTION 3 BUSINESS CONCERNS:
(Check all that apply)**

- By contacting business assistance agencies, minority contractors associations and community organizations to inform them of the contracting opportunities and requesting their assistance in identifying Section 3 businesses which may solicit bids for a portion of the work.
- By advertising contracting opportunities by posting notices, which provide general information about the work to be contracted and where to obtain additional information, the common areas of the applicable development(s) owned and managed by the Housing Authority.
- By providing written notice to all known Section 3 business concerns of contracting opportunities. This notice should be in sufficient time to allow the Section 3 business concerns to respond to bid invitations.
- By following up with Section 3 business concerns that have expressed interest in the contracting opportunities.

By coordinating meetings at which Section 3 business concerns could be informed of specific elements of the work for which subcontract bids are being sought.

By conducting workshops on contracting procedures and specific contracting opportunities in a timely manner so that Section 3 business concerns can take advantage of contracting opportunities.

By advising Section 3 business concerns as to where they may seek assistance to overcome barriers such as inability to obtain bonding, lines of credit, financing, or insurance, and aiding Section 3 businesses in qualifying for such bonding, financing, insurance, etc.

Where appropriate, by breaking out contract work into economically feasible units to facilitate participation by Section 3 business concerns.

By developing and utilizing a list of eligible Section 3 business concerns.

By actively supporting and undertaking joint ventures with Section 3 businesses

**EFFORTS TO PROVIDE TRAINING AND EMPLOYMENT
TO SECTION 3 RESIDENTS
(Check all that apply)**

By entering into a "first source" hiring agreements with organizations representing Section 3 residents.

By establishing training programs, which are consistent with the requirements of the Department of Labor, specifically for Section 3 residents in the building trades.

By advertising employment and training positions to dwelling units occupied by Category 1 and 2 Section 3 residents.

By contacting resident councils and other resident organizations in the affected housing development to request assistance in notifying residents of the training and employment positions to be filled.

By arranging interviews and conducting interviews on the job site.

By undertaking such continued job training efforts as may be necessary to ensure the continued employment of Section 3 residents previously hired for employment opportunities.

Authorized Signature of the Bidder & Date

**SECTION 3 AND MBE
PRE-AWARD COMPLIANCE CERTIFICATION**



Housing Authority of the City of Tampa
Contracting & Procurement
5301 W. Cypress Street
Tampa, Florida 33607

1. Contractor Name & Address (street, city, state, zip):	2. Contract Number and Description:	3. Dollar Amount of Contract:
	4. Contact Person:	5. Phone Number:
	6. Contracting Period:	7. Date Report Submitted:

Part I: Employment and Training of Section 3 Residents (If Prime Contractor is Section 3 Owned Check Here)

The employment and training component of section 3 applies to the prime contractor and all sub-contractors providing construction services and professional services to the Tampa Housing Authority. It is the responsibility of the Prime Contractor to enforce these same requirements within any sub-contracts.

Instructions: Complete items A, B and C and adjoining worksheet

- A. Total Number of Current Employees? _____
- B. Total Number of Anticipated New Hires & Trainees? _____
- C. Total Number of Section 3 New Hires & Trainees? _____
(the established goal is 30% of Line B)

Adjoining worksheet		
(A) Job Category	(B) Number of anticipated new hires and trainees	(C) Number of column (B) that will be Section 3 residents
Professional		
Technical		
Office/Clerical		
Construction by Trade (list)		
Other (List)		
Total		

Part II: Subcontract awards – Section 3 and MBE (If Prime Contractor is Section 3 Owned Check Here)

The contracting component of section 3 and minority-owned business participation apply to all prime contractors and sub-contractors providing construction services, professional services, and supplies to the Tampa Housing Authority's project. It is the responsibility of the prime contractor to enforce the same requirements within any sub-contracts.

Instructions: All contractors must complete item D. Complete item E for construction contracts only. Complete item F for professional service and supplier contracts only. All contractors must complete item G.

D. Total dollar amount of all sub-contracts anticipated for this project? \$ _____

Applies to construction contracts only:

E. Total amount of anticipated Section 3 sub-contract awards? \$ _____
(The established goal is 10% of Line D)

Applies to professional service contracts and suppliers:

F. Total amount of anticipated section 3 sub-contract awards? \$ _____
(The established goal is 3% of Line D)

Applies to all contracts:

G. Total amount of anticipated minority-owned business contract awards? \$ _____
(The established goal is 20% of Line D) **A minority-owned business is an entity that is 51% owned or controlled by one or more of the following minority group members: Black Americans, Hispanic Americans, Native Americans, Asian Pacific Americans, Asian Indian Americans and Hasidic Jewish Americans.**

Part III: Certification

As a duly authorized representative of the prime contractor, it is hereby agreed that the prime contractor and all sub-contractors will make every effort to achieve at least the minimum levels for compliance with Section 3 and Minority- Owned Business participation goals. It is further understood that the undersigned will enforce and ensure compliance within all sub-contracts.

nature:	Print Name and Title	Date



Section 3 / MBE Contractor List

Company Name	Services Provided	Contact Name	Company Address	Contact Phone	Email
360 Painting of Tampa	Owner General Manager	Mary Bynum	8901 Saboda Court Tampa, FL 33634	813-389--7657	mbynum@360painting.com
3-Vets, Inc.	Construction Painting, installation of windows and doors, construction / contract administration	Reggie Tim	1907 E. Hillsborough Ave., #101 Tampa, FL 33610	813-237-8387	vetinds@aol.com
4 Development and Growth	CEO	Maurice Harris	1102 Ray Charles Blvd., #329 Tampa, FL 33602	352-222-2342	reesey4dg@icloud.com
A Plus Property Preservation	Owner	Angila Skidmore	3201 E. 23rd Ave. Tampa, FL 33605	813-317-9416	Propertyservices22@hotmail.com
Abraham Global Consulting	Construction Management	Gregory Brown	8012 Down Royal Road Tampa, FL 33610	954-547-5038	abrahamglobalconsulting@gmail.com
Afab Carpet floor and service	Owner	Nathaniel Williams	3001 East Hillsborough Ave. Tampa, FL 33610	813-415-3032	nathanielwilliams788@gmail.com
AIRMAX1, Inc.	A/C Service and Repairs	Eloy Rojas	PO Box 263394 Tampa, FL 33685	813-385-1867	Airmax1ac@yahoo.com
ALA Kitchen and Bathroom LLC	Flooring, Installation	Kevin Lazo	16208 Highland Ave. Lutz, FL 33548	813-810-7093	klazo11@yahoo.com
Alert Financial Services Inc.	Other	Robert Strickland	123 Lafayette Drive Fayetteville, GA 30214	678-488-4403	alertfinance96@gmail.com
All Natural Extreme Team LLC	Landcape Supply	Leonard Royster	3717 38th Ave. Tampa, FL 33610	813-765-2318	xteam200@gmail.com
American Ecosystems, Inc.	Aquatic Mgmt., Water Treatment, Other	Kevin Youngberg	10460 75th Street Largo, FL 33777	727-545-4404	kry@american-ecosystems.com
Andrevy Solutions LLC	President	Chevy Cunningham	26711 Lawrence Ave. Wesley Chapel, FL 33544	813-489-3924	chevycunningham@gmail.com
Arcor Trading, Inc.	Painting, waterproofing	Juan Restrepo / Luis Arguello	P.O. Box 4149 Tampa, FL 33677	813-446-3225	luisgamin55@gmail.com
ARG Electric LLC	President	Alejandro Rodriguez	10315 Boggy Moss Drive Riverview, FL 33578	813-595-5010	alexrodriguez@argelectrics.com
A-Safecare Pest Control Service	Pest Control Service	Upton Nickle	12603 Sandpine Reserve Pl. Gibsonton, FL 33534	813-808-9591	upton@a-safecarepest.com
Ascension Alliance LLC	CEO	Antrissia Donaldson	7901 4th St. N. St Petersburg, FL 33702	813-543-6419	Trissd01@gmail.com
Atlantic Pacific Communities LLC	Senior Vice President	Liz Wong	161 NW 6th Street, Suite 1020 Miami, FL 33136	305-357-4700	lwong@apcompanies.com
Atlas Eco Pest Control Lawn and Termite	Landscape and Lawn Maintenance	Eddie Melcon	PO Box 153054 Tampa, FL 33684	813-843-6342	Ed@atlaseco-info.com
Ballfer Service Corp	Treasurer	Jose Ballesteros	602 19th Street NW. Ruskin, FL 33570	305-303-5567	ballferservice@gmail.com
Bangor Security Services, Inc.	President	Raheem Pontiflet	3756 Dartford Road Davenport, FL 33837	321-278-3049	info@BangorSecurity.com
Belfor Property Restoration	Water Damage Repair	Jason Fink	5433 W. Crenshaw St. Tampa, FL 33634	813-431-0345	jason.fink@us.belfor.com
Benemon and Benemon Enrterprises LLC.	Owner	James Benemon	510 Hickory Lake Dr. Tampa, FL 33511	813-662-4572	jamesbenemon69@gmail.com
Black Peoples Group LLC	Co -owner	Janice Peolples	3608 E Frierson Ave. Tampa, FL 3361	813-297-6101	msjboss lady@gmail.com
BSC Solutions Group, Inc.	President	Les Allen	4210 N Coolidge Avenue, #3 Tampa, FL 33614	888-864-7773	les.allen@blackstarcompanies.com



Section 3 / MBE Contractor List

Company Name	Services Provided	Contact Name	Company Address	Contact Phone	Email
buildwell development LLC	owner	Stevie Swinson	1911 Meridel Ave. Tampa, FL 33612	813-516-0225	wbs.llc@gmail.com
C.N.A. Technical Center	Educational Training & Consulting	Jaclyn Kelly	7614 N. 56th Street Tampa, FL 33635	813-445-4191	admin@cnatecnicalcenter.com
Cablelytics LLC	Communications, Cable	Floyd Freeman	4607 Limerick Drive Tampa, FL 33610	813-727-6728	Ffreeman@cablelytics.com
Campellos Houses Solutions	Cabinets	Jose Campello	2010 Clairce Circle Tampa, FL 33619	813-650-6714	Yeidavid1106@gmail.com
Capital Credit Incorporated	Security Services		PO Box 204695 Dallas, TX 75320-4695	321-278-3049	
Career Builder Government Solutions	Advertising	Joe Batterman	16674 Collections Center Drive Chicago, IL 60693	773-3433950	cashapplications@careebuilder.com
Central Florida Tree and Debris, LLC.	Administrative Director	Chelsey Carmody	34425 Blanton Road Dade City, FL 33523	352-437-4542	office@cftreeservices.com
Classie Ladies' Cleaning Service	General cleaning services	Classie McMillen	7495-Somerset Court Palm Harbor, FL 34584	813-856-8092	ClassieLadie35@gmail.com
Classis Construction Ltd. Co.	GC, Construction	Brian Lodermeier	16674 Collections Center Drive	727-421-2845	classictdd@gmail.com
Climatize Air of Florida	A/C Service/Repairs, HVAC, Refrigeration	Marcus Carn	7610 Dragon Fly Loop Gibsonton, FL 33534	813-638-5434	climatiseairmkt@gmail.com
Competitive Edge Partmers Consulting	Staffing, Temporary	Debbie Rodriguez	750 S. Orange Blossom Trail Orlando, FL 32805	407-271-2704	drodriguez@myqlm.com
Cruzata Refine LLC	Adriam	Jose Cruzata	12834 Coverdale Drive Tampa, FL 33624	813-580-1659	josecruzata17@gmail.com
D and R United Cleaning Sewrvices Corp.	Cleaning	Dianna Rebeza	1707 Elk Spring Drive Brandon, FL 33511	813-438-5636 407-435-7032	Rebazadiana@hotmail.com
Darryl Ward's Painting	Construction Painting	Darryl Ward	35247 Janine Drive Zephyrhills, FL 33541	813-918-3806	Dwpllc1@gmail.com
Diversity Staffing, Inc.	Consulting & Training	Francesca Yabraian	13014 N. Dale Mabry Hwy., Suite 143 Tampa, FL 33618	972-814-6339	francesca@diversitystaffingfl.com
DK Environmental and Construction Services, Inc	President	Debra Koontz	8786 Sonoma Coast Drive Winter Garden, FL 34787	814-243-1927	dkoontz93@yahoo.com
DuCon Plumbing, LLC	Plumbing Services	Gary Williams	1726 E. 7th Ave., Suite 12 Tampa, FL 33605	813-895-5110	info@duconplumbing.com
EJ Painting Remodeling Services Inc	Operations Manager	Alexandra Navarrete	7853 Gunn Hwy., #248 Tampa, FL 33626	813-897-4407	ejpaintinc@gmail.com
Elder Managed Care and Consulting, Inc.	Property Management	Kara Sykes	632 Limona Woods Drive Brandon, FL 33510	813-293-9981	ksykes@eldermanagedcare.com
Faithful Cleaning Service to the Rescue	Commercial and Residential cleaning services	Michelle Henry	9824 Morris Glen Way Tampa, FL 33637	813-210-3616	Faithfulcleaningservice17@yahoo.com
Full of Hope Cleaning Services	Construction and Janitorial Cleaning	Hope Terrible	6913 Bon Air Drive, Apt. C Tampa, FL 33617	813-992-5382	hterrible@yahoo.com
Gateway Support Services	Home Health Services	Tameka Oneal	5508 N. 50th Street Tampa, FL 33610	813-857-5084	toneal87@gmail.com
GESC LLC	Manager	Samer Alghafari	2166 W. Busch Blvd., Suite 200 Tampa, FL 33612	813-935-1200	GESCLLC@OUTLOOK.COM
Global 360	Painting	Celestine Obi	PO Box 234 Mango, FL 33550	813-400-8562	obigloballlc@gmail.com
Gomez Inspections Inc	Residential Inspections	Yohan Gomez	12141 Bishopsford Dr. St. Petersburg, FL 33626	844-476-7722	gomezinspections@gmail.com



Section 3 / MBE Contractor List

Company Name	Services Provided	Contact Name	Company Address	Contact Phone	Email
Graphix'T's, Inc.	Screen Printing, Banners	Randy Johnson	10071 Country Road Weeki Wachee, FL 34613	352-600-9170	tees@gpats.com
I. B. B., Inc.	Install privacy walls, retaining walls, buffer walls, sound walls, security walls, animal containment walls, enclosures, fencing, etc.	Donald Burkett	2804 Lutz Lake Fern Road Tampa, FL 33558	813-949-4786	donb@burint.com
IBB, Inc.	Office Manager	Sandra Haynie	2804 West Lutz Lake Fern Road Lutz, FL 33558	813-949-4786	sandrah@burint.com
Impact Construction Services Div. 1	GC, Construction	Alex Maldonado	4628 Fremont Ter S. St. Petersburg, FL 33711	708-214-9599	Alex.m@icsdi.com
Imperial Connections Support Programs, LLC	Executive Director	Kimerlyn Johnson	10320 N. 56th Street, Suite 220 Temple Terrace, FL 33617	813-395-9950	Imperialconnects@gmail.com
Income Operations	Leasing Manager	Angelica Torres	18039 N. US Hwy 41, Suite A Lutz, FL 33549	813-915-9787	angiepsoa@aol.com
Instant Clean Property Management	Other, property management	Shabrynae Mcduffie	3408 N 31st Street Tampa, FL 33602	813-808-7302	instantcleanmgmt@gmail.com
Intex Builders	GC, Construction	David Knight	3800 Gunn Hwy. Tampa, FL 33618	813-205-1892	david@intexbuilders.net
JDP Electric, Inc.	Electrician	Jeff Priede	6600 N. Florida Ave. Tampa, FL 33604	813-234-4004	jdpinc@tampabay.rr.com
Job1USA	Human Resources	Brian Dorris	701 Jefferson Ave. Toledo, OH 43604	419-367-5450	achremit@job1usa.com
Johnson & Johnson Janitorial Service	Janitorial Cleaning, Construction Cleaning, Environmental Services	Janice and Earl Johnson	7901 Bahia Ave. Tampa, FL 33619	813-629-6565	Janice.johnson33@verizon.net
Johnson Construction and hauling	Stucco, Drywall, Professional Painting, Demolition Hauling. Emergency Clean-up/Demo, Asphalt Services, Landscape lawn maintenance, Tree service, Debris removal	Eugene Johnson	3205 E. 24 th Avenue Tampa, FL 33605	813-417-9116	johnsonhauling78@gmail.com
JS Plumbing Inc	President	Jeffrey Hathorn	6208 E Columbus Dr. Tampa, FL 33619	813-655-6688	Service@jsplumbinginc.com
Kam of Florida Inc	Construction Management	Kurt Koloszar	18865 State Rd 54, Suite 171 Lutz, FL 33558	813-530-5995	vendors@kamofflorida.com
Kenstruction Dynamics, Inc.	Construction, General Contractor	Rozelia Kennedy	1210 Millennuim Pkwy., #1047 Brandon, FL 33511	813-643-4449	rozelia.kennedy@kenstruction.net
Kentaya Beeler	Owner	Kentaya Beeler	2034 Broad Winged Hawk Dr. Ruskin, FL 33570	914-438-3830	kentaya_beeler@msn.com
KSJ Consulting, Inc.	Clinician	Karen StJean	5107 29th Avenue South Gulfport, FL 33707	727-224-3353	karen@nehemiahsvillage.org
KT Klean LLC	Other	Keenan Dixon	5024 S. 87th Street Tampa, FL 33619	813-394-0439	ktklean624@gmail.com
Lee Services AC and Heat LLC	Owner	Christian Lee	8270 Woodland Center Blvd. Tampa, FL 33618	813-777-1369	leeservicesac@gmail.com
Macons Unique Cleaning Services, LLC	Janitorial Services	Laquetta Macon	6511 Blue Ribbon Lane, #201 Tampa, FL 33625	813-506-4352	laquetta1macon@yahoo.com
Making a Statement LLC	Promotional	Rosanna Vasquez	PO Box 16967 Tampa, FL 33687	813-360-0778	support@makingastatementllc.com



Section 3 / MBE Contractor List

Company Name	Services Provided	Contact Name	Company Address	Contact Phone	Email
Martina.Moore, Inc	Janitorial Services	Martina Moore	1991 E State Road 60 # 1022 Valrico, FL 33594	813-784-4856	martina.moore.inc@gmail.com
Martinez and Company, Inc.	Security Services	Juan Martinez	PO Box 151436 Tampa, FL 33684	813-781-9494	admin@martinezco.com
Mass Cleaning Svcs LLC	Construction Cleaning	Elsa DeJesus	803 E Jean Street Tampa, FL 33604	813-412-0635	masscleaningsvcs@yahoo.com
Master Build and Design	Owner	Fravian Diaz	400 Broadway Long Beach, FL 37740	732-313-0727	Favian.Diaz724@gmail.com
Mckenzie Contracting LLC	Owner Member	Oliver Fernandez	7712 East Broadway Ave. Tampa, FL 33619	857-222-4452	dan.fernandez@mckenziecontractingllc.com
MLR Entertainment, inc.	President	Michael Reid	P.O. Box 310792 Tampa, FL 33680	813-240-3116	mlr4you@aol.com
Mourer and Morer Inc	Construction, General Contractor	Don Mourer	2508 Withy Court Tampa, FL 33618	813-310-2379	donnydm@yahoo.com
Nations Roofing Construction	Office Admin	Jennifer Vandergrift	15421 Bellamy Brothers Blvd. Dade City, FL 33523	813-701-6122	Jennifer@NationsRCM.com
Navoy L Frederick II MSW	MSW	Navoy Frederick	303 Sonoma Drive Valrico, FL 33594	813-215-3166	nfrederick@mail.usf.edu
On-Line Electrician LLC	Electrician	Jack Luper	210 W. Powhatan Tampa, FL 33604	813-335-8263	On_line_ele@live.com
Pabon Painting	Receptionist	Jose Pabon	4747 W. Waters Ave. Tampa, FL 33614	813-993-6235	Pabonpainting@gmail.com
Paramount Trim, Inc.	Carpentry, Contractor-Doors	Sasha	5314 56th Commerce Park Blvd. Tampa, FL 33610	813-393-6492	sasha@paramounttb.com
Partner Assessment Corporation	Environmental Engineer	Russell Stauffer	5401 W. Kennedy Blvd., #100 Tampa, FL 33609	561-660-8676	partnerfl@partnersi.com
Pastels Child Development Center	Childcare	Spencena Dalmas	PO Box 286 Lakeland, FL 33802	813-900-8176	pastelschilddevelopment@gmail.com
Pearson Workforce Solutions	CEO	Arlidian Pearson	14502 N. Dale Mabry Hwy. Tampa, FL 33618	813-995-7961	aapearson@aapearson.com
Performance Painting Contractors	Painting, Professional	Nikki Wolfe	6375 Harney Rd., Suite 102 Tampa, FL 33610	501-580-5651	nwolfe@perfomance-painting.com
Pick N Go Property Waste Services	Junk Removal, dumpster rental, demolition service	Joe Biccum	13575 58th Street N #173 Clearwater, FL 33760	727-504-4672	joeb@pickngowaste.com
Pierres Luxury Cleaning Services	Janitorial	Alisa Pierre	11201 N. 22nd St # 63 Tampa, FL 33610	813-325-0069	Pierresluxurycleaningservice@gmail.com
Pipeline Construction, LLC	Site preparation and underground utilities	Christopher Lee	1313 33rd Avenue Tampa, FL 33603	813-927-6646	pipelinecontractingllc@yahoo.com
Prayer of Salvation Learning Center	Landlord	Spencena Dalmas	210 North Missouri Ave., #286 Lakeland, FL 33813	813-900-8176	spenceceo@prayerofsalvationinc.com
Precision Handyman Home Services Inc	Home Improvement	Dorance munoz	5008 W. Linebaugh Ave., #12 Tampa, FL 33624	813-526-6232	dtjey@hotmail.com
Pure Spot	Mold Remediation	Milagros Agosto	4125 Knollpoint Drive Wesley Chapel, FL 33544	813-732-4025	millie.erazo@icloud.com
Q and T cleaning service	Owner	Quanesha Hill	2802 N 34th Tampa, FL 33607	813-735-3439	hillnonna1@gmail.com
Randall Mechanical, Inc.	Plumbing Services	Paul Welsh	3102 Cherry Palm Dr., #150 Tampa, FL 33619	813-626-6161	pwelsh@ramdallmechanical.com
Real Paint Pros LLC	Handyman	Giovannie Rivera	1105 25th Ave W. Palmetto, FL 34221	941-301-8791	realpaintproslc@gmail.com



Section 3 / MBE Contractor List

Company Name	Services Provided	Contact Name	Company Address	Contact Phone	Email
Refresh Lawn Care Inc.	President	Shimon Surkis	16309 Little Garden Drive Wimauma, FL 33598	813-260-3088	Office@refreshlawns.com
Refreshing Spirit Cleaning, LLC c/o Victoria Ross	Janitorial Services	Cynthia Massey	PO Box 3427 Riverview, FL 33568	813-830-3899	Refreshingpiritclean@gmail.com
Reggies Affordable Heating and Cooling LLC	Owner	Reginald Clark	5614 E. 29th Ave. Tampa, FL 33619	813-453-5752	reggie@reggiesac.com
Renew Construction Services LLC.	Managing Member	Robyn Donaldson	6931 Waterbrook Court Gibsonton, FL 33534	813-990-7700	robyn@renewconstructionservices.com
Results Solutions Group	Floor Cleaning	Davida Kellman	2507 Buckhorn Trace St. Valrico, FL 33594	813-527-8808	resultsgroupllc@gmail.com
Right Turn Realty	Owner	Tahisia Scantling	4905 34th Street S., #108 St. Pete, FL 33711	727-688-5659	Tahisia@rtturnrealty.com
Roofing by Rai	Owner	Raimon Malone	2917 N 12th Street Tampa, FL 33605	813-363-3663	Roofingbyrai@gmail.com
RSV Transportion Service LLC	CFO	Laventris Holmes	10808 Rockledge View Drive Riverview, FL 33579	760-541-9338	lcholmes398@gmail.com
Ruedas Remodeling LLC	Drywall	Glen Rueda	1030 Brass Ln. Holiday, FL 34691	813-526-9695	ruedasremodeling@yahoo.com
Ryman Commercial Roofing, Inc.	Roofing	Christian	36413 SR 54 Zephyrhills, FL 33541	813-526-9695	christian@rymanroofing.com
Security Ox	Elevator Services	Paul Warren	1410 Lake Tarpon Ave. Tarpon Springs, FL 34689	727-938-7000	paul@securityox.com
Senofort		Senofort Pascal	3403 Temple St. Tampa, FL 33619	813-909-8975	dan.fernandez@mckenziecontractingllc.com
ShowTech Solutions	Voice & Data Cabling	Christopher Storey	200 N Pierce St., Suite 300 Tampa, FL 33602	813-793-4700	cstorey@showtechsolutions.com
Signature Property Services	Consulting & Training	Latoria Boyd	18903 Ulmus Street Lutz, FL 33558	813-390-7907	latoria_boyd@yahoo.com
Smileys Restoration and Painting Services LLC	Owner	Sidney Samuels	6112 Duncan Road Riverview, FL 33578	813-810-5750	Sam@smileysrps.com
Southwest Structural Systems	Other	George LaBlance	5774 Corporation Circle Ft. Myers, FL 33905	813-703-4792	glablance@yahoo.com
Speak Up Tampa Bay Public Access Televis	Other	Pamela Garron	PO Box 4177 Tampa, FL 33677	813-977-5200	garronp@tbcn.com
Spotless Cleaning 7, LLC	Janitorial Services, Pressure Washer, Hauling	Tow and Reid	PO Box 11093 Tampa, FL 33680	813-370-3645	Spotlesscleaning40@yahoo.com
Start Now 365	Owner	Tawana Spann	9310 North 16th Street Tampa, FL 33612	813-822-5256	Admin@startnow365.com
Start2finish Cleaning Service LLC	Janitorial Services	Brunilda Casillas	6736 Cavalcade Drive Tampa, FL 33604	813-431-4888	start2finishcleaningservicesllc@gmail.com
Sunbelt Construction Company LLC	Flooring	Mark Stalsitz	3109 Reseda Court Tampa, FL 33618	813-312-4460	sunbelt.mark@gmail.com
SunScape Grounds Maintenance	Landscape and Lawn Maintenance	DemonD Bryant	3624 18th Street N. Tampa, FL 33603	813-376-8755 813-247-3100	sunscapegmi@verizon.net
Swoosh LLC	Owner	Melissa Newton	2265 Blue Spruce Way Tampa, FL 33604	813-770-0520	swooshcleanings@gmail.com
T and G Corporation	Business Development	Whitney Durrance	401 E. Jackson St., Suite 2340 Tampa, FL 33602		
Taking Care of Our Veterans Corp.	CFO	Laventris Holmes	601 S Harbor Island Blvd., #109 Tampa, FL 33602	760-541-9338	Laventris@tcoourveterans.org



Section 3 / MBE Contractor List

Company Name	Services Provided	Contact Name	Company Address	Contact Phone	Email
The Chester Group, Inc.	Construction, General Contractor	Wallace Chester	238 Walker St., Suite 14 Atlanta, GA 30313	404-884-5792	wchester@thechestergroup.com
The Intelligence Company	Security Services	Leroy Williams		302-241-9329	icwilliams@intlco.us
The Kearney Companies, LLC	Construction, General Contractor	Paige Wax	9625 W. Kearney Way Riverview, FL 33578	813-421-6601	pwax@thekearneycompanies.com
Trinity and Faith Ministry of Tampa	Senior Pastor	Michelle Patty	109 Rosana Drive Brandon, FL 33511	813-495-3702	trinityfaithministries@yahoo.com
Tuareggroup LLC	Owner	Mohamed Hadji	14111 Mossy Glen Lane Tampa, FL 33613	813-397-7397	angiepsoa@aol.com
Ultimate Door Seals, LLC	Other	Sherman Jett	1474 Livingston Drive SW. Marietta, GA 30064	678-438-4725	sjett@udsdoorseal.com
Universal Contracting Services, Inc.	Drywall, Professional Painting, Carpentry, Pressure Washer	Hadeel Elshehaiy	5008 W. Linebaugh Ave., #13 Tampa, FL 33624	813-966-1508	ucs@email.com
VCC, LLC	Vice President	Will Rushing	4600 W. Cypress St., Suite 460 Tampa, FL 33607	727-475-2548	wrrushing@vccusa.com
Vinh Investment LLC	Manager	Jackie Phung	7380 70th Ave N. Pinellas Park, FL 33781	727-504-0230	phungjackie@gmail.com
Vortex Services, LLC	Office Manager	Sheila Hilson	5910 Hartford Street Tampa, FL 33619	813-626-0700	shilson@vortexcompanies.com
Whatchu Need LLC	Owner	Latrice Williams	1108 N. Boulevard, Apt 116 Tampa, FL 33607	239-244-7295	Latrice16fl@gmail.com
Women of Love Through Faith Cleaning Service	Janitorial, Cleaning Services	Ruby Scott	12737 N. 19th Street, #7 Tampa, FL 33612	813-405-9690	womenoflovethroughfaith@gmail.com
Z's Fine Furniture, Inc.	Kitchen and bathroom cabinets install and refacing, furniture	Gina and Michael Zayas	4401 W. Jean Street Tampa, FL 33614	813-323-3892 813-309-2339	mikezcabinets@gmail.com

For Questions Regarding Section 3, please contact:
Yasmin Dilbert, Manager of Construction Services
Tampa Housing Authority, Office of Real Estate Development
5301 W. Cypress Street
Tampa, FL 33607
813-341-9101 ext. 2660
E-mail: yasmin.dilbert@thafll.com

A searchable list of local MBE (Minority Business Enterprise) certified businesses can be found at the City of Tampa's website here:
<https://tampa.diversitysoftware.com>
 or at the Hillsborough County website here:
<https://hillsboroughcounty.diversitycompliance.com/FrontEnd/SEARCHCERTIFIEDDIRECTORY.asp>



**SWORN STATEMENT UNDER SECTION 287.133(3)(A), FLORIDA
STATUTES, ON PUBLIC ENTITY CRIMES**

(To be signed in the presence of notary public or other officer authorized to administer oaths.)

Before me, the undersigned authority, personally appeared _____
who, being by me first duly sworn, made the following statement:

1. The business address of
(name of Offeror or business) is.
2. My relationship to _____ (name of Offeror or business) is
_____(Relationship such as sole proprietor, partner, president,
vice president).
3. I understand that a public entity crime as defined in Section 287.133 of the Florida Statutes includes 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 in Florida or with an agency or political subdivision of any other state or with the United States, including, but not limited to, any proposal or contract for goods or services to be provided to any public entity or such an agency or political subdivision and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy or material misrepresentation.
4. I understand that "convicted" or "conviction" is defined by the Florida Statutes to mean a finding of guilt or a conviction of a public entity crime, with or without an adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of a jury verdict, non-jury trial, or entry of a plea of guilt or no contest.
5. I understand that "affiliate" is defined by the Florida Statutes to mean (1) a predecessor or successor of a person or a corporation convicted of a public entity crime, or (2) 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, or (3) those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate, or (4) a person or corporation who knowingly entered into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months.
6. Neither the Offeror or contractor, nor any officer, director, executive, partner, shareholder, employee, member or agent who is active in the management of the Offeror or contractor, nor any affiliate of the Offeror or contractor has been convicted of a public entity crime subsequent to July 1, 1989. (Draw a line through paragraph 6 if paragraph 7 below applies.)



7. There has been a conviction of a public entity crime by the Offeror or contractor, or an officer, director, executive, partner, shareholder, employee, member or agent of the Offeror or contractor who is active in the management of the Offeror or contractor or an affiliate of the Offeror or contractor. A determination has been made pursuant to Section 287.133(3) by order of the Division of Administrative Hearings that it is not in the public interest for the name of the convicted person or affiliate to appear on the convicted vendor list. The name of the convicted person or affiliate is _____ a copy of the order of the Division of Administrative Hearings is attached to this statement. (Draw a line through paragraph 7 if paragraph 6 above applies.)

(Signature)

(Print name)

STATE OF
COUNTY OF

The foregoing instrument was acknowledged before me this _____ day of _____ by _____, who is personally known to me or who has produced _____ as identification and who did take an oath.

_____ Notary Public

My Commission Expires: _____

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 a adjustment based on defective specifications, no proposal for any change under paragraph (b) above shall be allowed for any costs incurred more than 20 days (5 days for oral orders) before the Contractor gives written notice as required. In the case of defective specifications for which the PHA is responsible, the equitable adjustment shall include any increased cost reasonably incurred by the Contractor in attempting to comply with the defective specifications.
- (e) The Contractor must assert its right to an adjustment under this clause within 30 days after (1) receipt of a written change order under paragraph (a) of this clause, or (2) the furnishing of a written notice under paragraph (b) of this clause, by submitting a written statement describing the general nature and the amount of the proposal. If the facts justify it, the Contracting Officer may extend the period for submission. The proposal may be included in the notice required under paragraph (b) above. No proposal by the Contractor for an equitable adjustment shall be allowed if asserted after final payment under this contract.
- (f) The Contractor's written proposal for equitable adjustment shall be submitted in the form of a lump sum proposal supported with an itemized breakdown of all increases and decreases in the contract in at least the following details:

- (1) Direct Costs. Materials (list individual items, the quantity and unit cost of each, and the aggregate cost); Transportation and delivery costs associated with materials; Labor breakdowns by hours or unit costs (identified with specific work to be performed); Construction equipment exclusively necessary for the change; Costs of preparation and/ or revision to shop drawings resulting from the change; Worker's Compensation and Public Liability Insurance; Employment taxes under FICA and FUTA; and, Bond Costs when size of change warrants revision.
- (2) Indirect Costs. Indirect costs may include overhead, general and administrative expenses, and fringe benefits not normally treated as direct costs.
- (3) Profit. The amount of profit shall be negotiated and may vary according to the nature, extent, and complexity of the work required by the change. The allowability of the direct and indirect costs shall be determined in accordance with the Contract Cost Principles and Procedures for Commercial Firms in Part 31 of the Federal Acquisition Regulation (48 CFR 1-31), as implemented by HUD Handbook 2210.18, in effect on the date of this contract. The Contractor shall not be allowed a profit on the profit received by any subcontractor. Equitable adjustments for deleted work shall include a credit for profit and may include a credit for indirect costs. On proposals covering both increases and decreases in the amount of the contract, the application of indirect costs and profit shall be on the net-change in direct costs for the Contractor or subcontractor performing the work.
- (g) The Contractor shall include in the proposal its request for time extension (if any), and shall include sufficient information and dates to demonstrate whether and to what extent the change will delay the completion of the contract in its entirety.
- (h) The Contracting Officer shall act on proposals within 30 days after their receipt, or notify the Contractor of the date when such action will be taken.
- (i) Failure to reach an agreement on any proposal shall be a dispute under the clause entitled Disputes herein. Nothing in this clause, however, shall excuse the Contractor from proceeding with the contract as changed.
- (j) Except in an emergency endangering life or property, no change shall be made by the Contractor without a prior order from the Contracting Officer.

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.

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.

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.



SPECIAL CONDITIONS

The following conditions modify the “General Conditions of the Contract for Construction/Public and Indian Housing Programs”, Form HUD-5370. Where a portion of the General Condition is modified or deleted by these Special Conditions, the unaltered portions of the General Conditions shall remain in effect.

PROJECT MEETINGS

Project meetings shall be held **Weekly** at the site followed by a site inspection. Appropriate representation from the Architect, Contractor, major Sub-contractors and Owner shall be in attendance.

CHANGE ORDERS

An itemized breakdown showing cost and mark up must be submitted with each proposal for change order

Maximum allowable markup (includes indirect cost and profit) on “*direct cost*” will be eight percent (8%).

Maximum allowable markup (includes indirect cost only) on “*amounts proposed from any tier Subcontractor*” will be five percent (5%).

Markup will not be allowed on more than one-tier Subcontractor.

SUPERVISION

The Contractor shall provide a full-time Superintendent who shall be responsible for all phases of work performed under this Contract. The Superintendent shall not perform work with tools except in specific instances when approved by the Housing Authority of the City of Tampa.

INSPECTION

The Housing Authority of the City of Tampa may appoint an Inspector as deemed proper to inspect the work performed under this

Contract for compliance with the Specifications.

The Contractor shall furnish all reasonable assistance required by the Inspector for the proper inspection and examination of the work.

The Contractor shall follow the directions and instructions of the Contract. Should the Contractor object to any order given by any Inspector, the Contractor shall make written appeal to the Contracting Officer for a decision.

The Inspector and other authorized representatives of the Housing Authority of the City of Tampa shall be free at all times to perform their duties and any attempted intimidation of an inspector by the Contractor or by any of his employees shall be sufficient reason, if the Housing Authority of the City of Tampa so decided, to terminate the Contract. Furthermore, such field inspections shall not relieve the Contractor from any obligation to perform said work strictly in accordance with the contract documents. Any work not so constructed shall be removed and made good by the Contractor at Contractor’s own expense.

ON-SITE STORAGE

If, during the course of the contract, the Contractor finds it necessary to place temporary storage trailers containing materials and/or equipment on the Housing Authority property, an on-site area will be designated by the Housing Authority. However, the Housing Authority assumes no responsibility for such stored material, equipment, buildings or trailers.

RIGHTS OF ENTRY

The right to enter on any site of construction or material storage area is reserved by the Housing Authority and all Government agencies involved in any way with the project. Furthermore, a 48 hr advance notice need not be given by the Housing Authority of the City of Tampa for such entry right.

COMPETENCE OF WORKMEN

Every worker on any part of this Contract shall be competent to perform the task to which he/she is assigned. Supervision for each crew shall be done by a Foreman or Superintendent that is capable of directing the work. Conditions which require the constant presence of a Housing Authority of the City of Tampa Inspector to assure the quality of the work will not be tolerated. Any worker who does not produce quality workmanship through lack of cooperation or incompetence shall be promptly removed from the job upon written order by the Authority. The judge of quality of workmanship shall be the Housing Authority of the City of Tampa.

AFFIRMATIVE ACTION REQUIREMENT

Under Executive Order 11246, as amended, the Housing Authority shall advise all construction-related Contractors and contracts over \$10,000 to document affirmative actions taken to ensure equal opportunity in employment. This documentation is subject to review by the Regional Office of the Department of Labor. As a part of normal contract administration, the Housing Authority will determine compliance with the equal opportunity clause or written affirmative action requirements and will review Contractor performance to ensure that these responsibilities are met.

RESPONSIBILITIES OF CONTRACTORS AND SUBCONTRACTORS

All Contractors and Subcontractors on modernization activities are required to take affirmative action to comply with the equal employment opportunity provisions of Executive Order 11246, as amended.

CONTRACT PERIOD

The Contractor shall complete all work required under this contract within **120** 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.

The Contractor shall make all specified areas of work available for the Owner's use on the effective date of the Certificate of Substantial Completion. The Contractor will complete and/or correct all of the Work on the Punch List items developed by Owner and/or the Architect within **30** days from the completion date or liquidated damages shall apply.

LIQUIDATED DAMAGES

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 THA as liquidated damages, the sum of **\$200** 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 to THA. The Contractor remains liable for damages caused other than by delay.

MINORITY BUSINESS ENTERPRISE OPPORTUNITY

MBE REQUIREMENTS

Under Executive Orders 11625 and 12432, the Housing Authority, as part of its Affirmative Action Program, provides every feasible opportunity for minority and women business enterprises to participate in bidding for work. In accordance with the Department of HUD regulation, the Authority is required to establish a goal of awarding at least 20 percent (20%) of the dollar value of construction contracts to Minority Business Enterprises or General Contractors with 20% MBE participation. The contractor shall make regular reports as required by the

Housing Authority to demonstrate that this goal is being met.

DEFINITIONS

MBE means a business that is owned or controlled by one or more socially or economically disadvantaged persons. Such persons include African-Americans, Puerto Ricans, Spanish-Speaking Americans, Native Americans, Eskimos, Aleuts, Hasidic Jewish persons, Asian Pacific Americans, and Asian Indians.

Owned or controlled by one or more socially and economically disadvantaged person(s), or a for-profit business or nonprofit organization controlled by such person(s), possess at least 51 percent (51%) of the ownership of the business and its management and daily business operations are controlled by such person(s).

Section 3 business concern means a business concern, defined as:

- (1) That is 51 percent or more owned by section 3 residents; or
- (2) Whose permanent, full-time employees include persons, at least 30 percent of whom are currently section 3 residents, or within three years of the date of first employment with the business concern were section 3 residents; or
- (3) That provides evidence of a commitment to subcontract in excess of 25 percent of the dollar award of all subcontracts to be awarded to business concerns that meet the qualifications set forth in paragraphs (1) or (2) in this definition of a section 3 business concerns.

Section 3 resident means:

- (1) A Housing Authority of the City of Tampa public housing resident; or
- (2) An individual who resides within the City of Tampa and who is:
 - i) A *low-income person*, as this term is defined in section 3(b)(2) of the 1937 Act (42 U.S.C. 1437a(b)(2)). Section 3(b)(2) of the 1937 Act defines this term to mean families (including single persons) whose incomes do not

exceed 80 per centum of the median income for the area, as determined by the Secretary, with adjustments for smaller and larger families, except that the Secretary may establish income ceilings higher or lower than 80 per centum of the median for the area on the basis of the Secretary's findings that such variations are necessary because of prevailing levels of construction costs or unusually high or low-income families; or

- ii) A *very low-income person*, as this term is defined in section 3(b)(2) of the 1937 Act (42 U.S.C. 1437a(b)(2)). Section 3(b)(2) of the 1937 Act (42 U.S.C. 1437a(b)(2)) defines this term to mean families (including single persons) whose incomes do not exceed 50 per centum of the median family income for the area, as determined by the Secretary with adjustments for smaller and larger families, except that the Secretary may establish income ceilings higher or lower than 50 per centum of the median for the area on the basis of the Secretary's findings that such variations are necessary because of unusually high or low family incomes.

Section 3 Cause

This contract is subject to the following conditions under Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u (Section 3):

- A. The work to be performed under this contract is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u (Section 3). The purpose of Section 3 is to ensure that employment and other economic opportunities generated by HUD assistance or HUD-assisted projects

- covered by Section 3, shall, to the greatest extent feasible, be directed to low- and very low-income persons, particularly persons who are recipients of HUD assistance for housing.
- B. The parties to this contract agree to comply with HUD's regulations in 24 CFR part 135, which implement Section 3. As evidenced by their execution of this contract, the parties to this contract certify that they are under no contractual or other impediment that would prevent them from complying with the part 135 regulations.
- C. The Contractor agrees to send to each labor organization or representative of workers with which the contractor has a collective bargaining agreement or other understanding, if any, a notice advising the labor organization or workers representative of the Contractor's commitments under this Section 3 clause, and will post copies of the notice in conspicuous places at the work site where both employees and applicants for training and employment positions can see the notice. The notice shall describe the Section 3 preference, shall set forth minimum number and job titles subject to hire, availability; of apprenticeship and training positions, the qualifications for each; and the name and location of the person(s) taking applications for each of the positions; and the anticipated date the work shall begin.
- D. The Contractor agrees to include this Section 3 clause in every subcontract subject to compliance with regulations in 24 CFR part 135, and agrees to take appropriate action, as provided in an applicable provision of the subcontract or in this Section 3 clause, upon a finding that the subcontractor is in violation of the regulations in 24 CFR part 135. The contractor will not subcontract with any subcontractor where the Contractor has notice or knowledge that the Subcontractor has been found in violation of the regulations in 24 CFR part 135.
- E. The Contractor will certify that any vacant employment positions, including training positions, that are filled (1) after the Contractor is selected but before the contract is executed, and (2) with persons other than those to whom the regulations of 24 CFR part 135 require employment opportunities to be directed, were not filled to circumvent the Contractor's obligations under 24 CFR part 125.
- F. Noncompliance with HUD's regulations in 24 CFR part 135 may result in sanctions, termination of this contract for default, and debarment or suspension from future HUD-assisted contracts.
- G. With respect to work performed in connection with Section 3 covered Indian housing assistance, Section 7(b) of the Indian Self-Determination and Education Assistance Act (25 U.S.C. 450e) also applies to the work to be performed under this contract. Section 7(b) requires that to the greatest extent feasible (i) preference and opportunities for training and employment shall be given to Indians, and (ii) preference in the award of contracts and subcontracts shall be given to Indian organizations and Indian-owned Economic Enterprises. Parties to this contract that are subject to the provisions of Section 3 and Section 7(b) agree to comply with Section 3 to the maximum extent feasible, but not in derogation of compliance with Section 7(b).
- H. Pursuant to 24 CFR 905.170(b), compliance with Section 3 requirements 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, 25 U.S.C. section 450e(b) when this law is applicable.

INDEMNIFICATION

Contractor agrees to save, indemnify, and hold harmless the Authority, its directors, officer, agents, and employees from any and all claims, losses, and expenses (including reasonable attorney's fees), or liability on account of damage of property or injury to or death of persons accruing or resulting to any and all Contractors. Sub-contractors, material men, laborers, and any other person, firm, or corporation furnishing or supplying work, services, materials, or supplies in connection with the negligent performance of this Agreement and from any and all claims and losses accruing or resulting to any person, firm, or corporation who may be injured or damaged by the Contractor in the negligent performance of this Agreement.

END OF SPECIAL CONDITIONS

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"General Decision Number: FL20260065 01/02/2026

Superseded General Decision Number: FL20250065

State: Florida

Construction Type: Residential

County: Hillsborough County in Florida.

RESIDENTIAL CONSTRUCTION PROJECTS (consisting of single family homes and apartments up to and including 4 stories).

Modification Number Publication Date
0 01/02/2026

ENGI0487-032 06/01/2023

Rates Fringes

POWER EQUIPMENT OPERATOR

Group 1

150 ton lattice, 250 ton hydro, friction, tower and luffing cranes, 300+ ft boom.....\$ 39.01 16.85

Group 2

Lattice under 150 ton, 100 ton up to 250 ton hydro cranes.....\$ 38.01 16.85

Group 3

Cranes not described above.\$ 37.01 16.85

Journeyman Oiler shall be paid: 90% of Group 3's rate.

IRON0397-004 07/01/2024

Rates Fringes

IRONWORKER, REINFORCING.....\$ 35.25 17.32

SUFL2009-104 06/08/2009

Rates Fringes

BRICKLAYER.....\$ 20.00 0.00

CARPENTER, Includes Drywall

Hanging, and Form Work.....\$ 15.00 0.00

CEMENT MASON/CONCRETE FINISHER...\$ 15.93 0.00

DRYWALL FINISHER/TAPER.....	\$ 18.27	0.00
ELECTRICIAN.....	\$ 12.54	0.00
FENCE ERECTOR.....	\$ 14.00	0.75
GLAZIER.....	\$ 15.88	0.00
INSULATOR: Batt and Blown.....	\$ 12.41	0.00
IRONWORKER, ORNAMENTAL.....	\$ 15.25	0.00
IRONWORKER, STRUCTURAL.....	\$ 14.53	0.00
LABORER: Common or General.....	\$ 9.21	0.00
LABORER: Mason Tender - Brick...	\$ 11.51	0.00
LABORER: Mason Tender - Cement/Concrete.....	\$ 11.29	0.00
LABORER: Pipelayer.....	\$ 15.14	0.00
LABORER: Roof Tearoff.....	\$ 9.00	0.00
LABORER: Landscape and Irrigation.....	\$ 10.41	0.00
OPERATOR: Asphalt Paver.....	\$ 12.40	0.00
OPERATOR: Backhoe Loader Combo.....	\$ 17.04	0.00
OPERATOR: Backhoe/Excavator.....	\$ 15.25	0.00
OPERATOR: Bulldozer.....	\$ 12.67	0.00
OPERATOR: Distributor.....	\$ 11.41	0.00
OPERATOR: Forklift.....	\$ 17.50	0.00
OPERATOR: Grader/Blade.....	\$ 14.00	0.00
OPERATOR: Loader.....	\$ 11.50	0.00
OPERATOR: Roller.....	\$ 10.62	0.00
OPERATOR: Screed.....	\$ 10.93	0.00
OPERATOR: Trackhoe.....	\$ 14.81	0.00
OPERATOR: Tractor.....	\$ 10.20	0.00
PAINTER, Includes Brush,		

Roller and Spray (Excludes Drywall Finishing/Taping).....	\$ 13.59	0.00
PLASTERER.....	\$ 13.91	0.00
PLUMBER.....	\$ 12.37	0.00
ROOFER, Includes Built Up, Modified Bitumen, and Shake & Shingle Roofs (Excludes Metal Roofs).....	\$ 15.97	0.00
ROOFER: Metal Roof.....	\$ 16.99	0.00
SHEET METAL WORKER, Includes HVAC Duct Installation (Excludes Metal Roof Installation).....	\$ 14.82	0.00
TILE SETTER.....	\$ 16.00	0.00
TRUCK DRIVER, Includes Dump Truck.....	\$ 10.22	0.00
TRUCK DRIVER: Lowboy Truck.....	\$ 12.10	0.00

WELDERS - Receive rate prescribed for craft performing operation to which welding is incidental.

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Note: Executive Order (EO) 13706, Establishing Paid Sick Leave for Federal Contractors applies to all contracts subject to the Davis-Bacon Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2017. If this contract is covered by the EO, the contractor must provide employees with 1 hour of paid sick leave for every 30 hours they work, up to 56 hours of paid sick leave each year. Employees must be permitted to use paid sick leave for their own illness, injury or other health-related needs, including preventive care; to assist a family member (or person who is like family to the employee) who is ill, injured, or has other health-related needs, including preventive care; or for reasons resulting from, or to assist a family member (or person who is like family to the employee) who is a victim of, domestic violence, sexual assault, or stalking. Additional information on contractor requirements and worker protections under the EO is available at <https://www.dol.gov/agencies/whd/government-contracts>.

Note: Executive Order 13658 generally applies to contracts subject to the Davis-Bacon Act that were awarded on or between January 1, 2015 and January 29, 2022, and that have not been

renewed or extended on or after January 30, 2022. Executive Order 13658 does not apply to contracts subject only to the Davis-Bacon Related Acts regardless of when they were awarded. If a contract is subject to Executive Order 13658, the contractor must pay all covered workers at least \$13.30 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract in 2025. The applicable Executive Order minimum wage rate will be adjusted annually. Additional information on contractor requirements and worker protections under Executive Order 13658 is available at www.dol.gov/whd/govcontracts.

Unlisted classifications needed for work not included within the scope of the classifications listed may be added after award only as provided in the labor standards contract clauses (29CFR 5.5 (a) (1) (iii)).

The body of each wage determination lists the classifications and wage rates that have been found to be prevailing for the type(s) of construction and geographic area covered by the wage determination. The classifications are listed in alphabetical order under rate identifiers indicating whether the particular rate is a union rate (current union negotiated rate), a survey rate, a weighted union average rate, a state adopted rate, or a supplemental classification rate.

Union Rate Identifiers

A four-letter identifier beginning with characters other than ""SU"", ""UAVG"", ?SA?, or ?SC? denotes that a union rate was prevailing for that classification in the survey. Example: PLUM0198-005 07/01/2024. PLUM is an identifier of the union whose collectively bargained rate prevailed in the survey for this classification, which in this example would be Plumbers. 0198 indicates the local union number or district council number where applicable, i.e., Plumbers Local 0198. The next number, 005 in the example, is an internal number used in processing the wage determination. The date, 07/01/2024 in the example, is the effective date of the most current negotiated rate.

Union prevailing wage rates are updated to reflect all changes over time that are reported to WHD in the rates in the collective bargaining agreement (CBA) governing the classification.

Union Average Rate Identifiers

The UAVG identifier indicates that no single rate prevailed for those classifications, but that 100% of the data reported for

the classifications reflected union rates. EXAMPLE:
UAVG-OH-0010 01/01/2024. UAVG indicates that the rate is a weighted union average rate. OH indicates the State of Ohio. The next number, 0010 in the example, is an internal number used in producing the wage determination. The date, 01/01/2024 in the example, indicates the date the wage determination was updated to reflect the most current union average rate.

A UAVG rate will be updated once a year, usually in January, to reflect a weighted average of the current rates in the collective bargaining agreements on which the rate is based.

Survey Rate Identifiers

The ""SU"" identifier indicates that either a single non-union rate prevailed (as defined in 29 CFR 1.2) for this classification in the survey or that the rate was derived by computing a weighted average rate based on all the rates reported in the survey for that classification. As a weighted average rate includes all rates reported in the survey, it may include both union and non-union rates. Example: SUFL2022-007 6/27/2024. SU indicates the rate is a single non-union prevailing rate or a weighted average of survey data for that classification. FL indicates the State of Florida. 2022 is the year of the survey on which these classifications and rates are based. The next number, 007 in the example, is an internal number used in producing the wage determination. The date, 6/27/2024 in the example, indicates the survey completion date for the classifications and rates under that identifier.

?SU? wage rates typically remain in effect until a new survey is conducted. However, the Wage and Hour Division (WHD) has the discretion to update such rates under 29 CFR 1.6(c)(1).

State Adopted Rate Identifiers

The ""SA"" identifier indicates that the classifications and prevailing wage rates set by a state (or local) government were adopted under 29 C.F.R 1.3(g)-(h). Example: SAME2023-007 01/03/2024. SA reflects that the rates are state adopted. ME refers to the State of Maine. 2023 is the year during which the state completed the survey on which the listed classifications and rates are based. The next number, 007 in the example, is an internal number used in producing the wage determination. The date, 01/03/2024 in the example, reflects the date on which the classifications and rates under the ?SA? identifier took effect under state law in the state from which the rates were adopted.

WAGE DETERMINATION APPEALS PROCESS

1) Has there been an initial decision in the matter? This can

be:

- a) a survey underlying a wage determination
- b) an existing published wage determination
- c) an initial WHD letter setting forth a position on a wage determination matter
- d) an initial conformance (additional classification and rate) determination

On survey related matters, initial contact, including requests for summaries of surveys, should be directed to the WHD Branch of Wage Surveys. Requests can be submitted via email to davisbaconinfo@dol.gov or by mail to:

Branch of Wage Surveys
Wage and Hour Division
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

Regarding any other wage determination matter such as conformance decisions, requests for initial decisions should be directed to the WHD Branch of Construction Wage Determinations. Requests can be submitted via email to BCWD-Office@dol.gov or by mail to:

Branch of Construction Wage Determinations
Wage and Hour Division
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

2) If an initial decision has been issued, then any interested party (those affected by the action) that disagrees with the decision can request review and reconsideration from the Wage and Hour Administrator (See 29 CFR Part 1.8 and 29 CFR Part 7). Requests for review and reconsideration can be submitted via email to dba.reconsideration@dol.gov or by mail to:

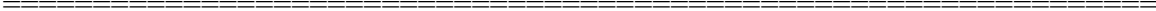
Wage and Hour Administrator
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

The request should be accompanied by a full statement of the interested party's position and any information (wage payment data, project description, area practice material, etc.) that the requestor considers relevant to the issue.

3) If the decision of the Administrator is not favorable, an interested party may appeal directly to the Administrative Review Board (formerly the Wage Appeals Board). Write to:

Administrative Review Board

U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210.



END OF GENERAL DECISION

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