

NEW SMYRNA BEACH HOUSING AUTHORITY

New Smyrna Beach, Florida

INVITATION FOR BIDS

IFB No. 2026-01

LIVE OAK HOMES

Full Site Demolition and Clearing

Project Location:

Milford Place (Various Addresses), New Smyrna Beach, Volusia County, Florida

HUD Project / PHA Project No.: FL022221234

Federal DUNS / UEI No.: FL022

Bids Due:

July 20th, 2026, at 4 p.m. Eastern Standard Time

Bid Opening Date and Time:

July 20th, 2026, at 4:30 p.m. Eastern Standard Time

Issued By:

New Smyrna Beach Housing Authority
1101 S. Dixie Freeway
New Smyrna Beach, FL 32168

Issue Date: June 8th, 2026

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SECTION 1 — INVITATION FOR BIDS

PUBLIC NOTICE — INVITATION FOR BIDS

The New Smyrna Beach Housing Authority (the “PHA” or “Owner”), acting by and through its Board of Commissioners, will receive sealed bids for the project identified below, in accordance with Section 255.0525, Florida Statutes; Chapter 421, Florida Statutes (Housing Authorities Law); 2 CFR Part 200 (Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards); 24 CFR Part 85 as applicable; and the U.S. Department of Housing and Urban Development (HUD) Procurement Handbook 7460.8 REV-2.

Project

Live Oak Homes— Full Site Demolition and Clearing (IFB No. 2026-01)

Scope Summary

Complete demolition, removal, and site clearing to grade suitable for new construction of twenty-two (22) residential buildings, one (1) maintenance shop, twenty-two (22) storage units, an existing lift station, existing sidewalks and concrete drive lanes, existing storm drainage infrastructure, domestic water and sanitary sewer service lines to utility shutoff points, electrical service from the utility pole to structures, existing playground equipment and footings, outdoor clothes hanger structures, partial perimeter wood fencing, and non-City owned signage. Three (3) designated protected Live Oak trees shall remain and be protected throughout the Work. The buildings were damaged in Hurricane Ian in 2022 and are beyond repair.

Location

The project site encompasses seven parcels owned by New Smyrna Beach Housing Authority. The addresses include 1008 Julia St, 1000 Julia St, 100 Milford Place, 111 Milford Place, 100 Inwood Ave, 201 Milford Pl, and 209 Bay Street, New Smyrna Beach, Volusia County, Florida.

Pre-Bid Conference (Mandatory/Non-Mandatory — select one)

Non-mandatory pre-bid conferences and site walk-throughs will be held on June 24th and June 25th, 2026, at 9 a.m. Eastern Standard Time at 200 Milford Place, New Smyrna Beach, Florida. Bidders are strongly encouraged to attend to familiarize themselves with site conditions. Preference will be given to bidders who have attended the pre-bid conferences/site walkthroughs.

Bid Opening

Sealed bids will be received at the office of the New Smyrna Beach Housing Authority, 1101 S. Dixie Freeway, New Smyrna Beach, FL 32168, until 4 p.m. Eastern Standard Time on July 20th, 2026. All bids received will be publicly opened and read aloud at 4:30 p.m. Eastern Standard Time at 911 Oleander Street, New Smyrna Beach, Florida 32168. Bids received after the stated time will not be considered and will be returned unopened.

Bid Documents

Bid Documents may be obtained, without charge, from the PHA beginning June 8th, 2026, electronically at <https://www.newsmyrnahousing.com/>. Any bidder who obtains Bid Documents shall register contact information with the PHA to receive addenda.

Bid Security

Each bid must be accompanied by a bid bond to the New Smyrna Beach Housing Authority in an amount equal to five percent (5%) of the total bid, as required by 24 CFR 200.325, HUD Handbook 7460.8 REV-2, and Section 255.05, Florida Statutes (where applicable).

Performance and Payment Bonds

The successful bidder shall furnish a Performance Bond and a Payment Bond, each in the full amount of the contract price, from a surety authorized to conduct business in the State of Florida and listed in U.S. Department of the Treasury Circular 570, in compliance with 24 CFR 200.325(c), HUD Handbook 7460.8 REV-2 Chapter 6, and Section 255.05, Florida Statutes.

Federal Labor Standards

This project is subject to federal labor standards provisions, including the Davis-Bacon Act (40 U.S.C. §§ 3141–3148), the Contract Work Hours and Safety Standards Act (40 U.S.C. §§ 3701–3708), and the Copeland “Anti-Kickback” Act (40 U.S.C. § 3145; 29 CFR Part 3). The applicable U.S. Department of Labor Wage Determination for Volusia County, Florida (Building/Residential/Heavy, as applicable) is included in the Bid Documents. The most recent modification in effect ten (10) calendar days prior to bid opening shall govern.

Section 3 (HUD Act) Compliance

This contract is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968 (12 U.S.C. § 1701u) and the implementing regulations at 24 CFR Part 75. The purpose of Section 3 is to ensure that employment and other economic opportunities generated by certain HUD financial assistance are, to the greatest extent feasible, directed to low- and very low-income persons, particularly those who are recipients of government assistance for housing, and to business concerns that provide economic opportunities to these persons.

Equal Opportunity

Bidders are advised that this project is subject to Executive Order 11246 (Equal Employment Opportunity), as amended; 41 CFR Part 60; and the Minority Business Enterprise / Women’s Business Enterprise provisions of Executive Orders 11625, 12432, and 12138. Small businesses, minority-owned firms, women’s business enterprises, and labor-surplus-area firms are encouraged to bid.

Public Entity Crimes / Scrutinized Companies

Pursuant to Section 287.133(2)(a), Florida Statutes, a person or affiliate placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid on a contract to provide goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, and may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with a public entity for Category Two (\$35,000) for a period of thirty-six (36) months following the date of being placed on the convicted vendor list. Pursuant to Sections 287.135 and 215.473, Florida Statutes, a company is ineligible to bid if it is on the Scrutinized Companies with Activities in Sudan List, the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or the Scrutinized Companies that Boycott Israel List.

Right to Reject

The PHA reserves the right to reject any or all bids, to waive any informalities or irregularities in the bidding, to re-advertise for bids, and to award the contract to the lowest responsive and responsible bidder whose bid is determined to be most advantageous to the PHA. No bid may be withdrawn for a period of ninety (90) calendar days after the scheduled bid opening.

Public Records

All bids and related materials submitted to the PHA are subject to Chapter 119, Florida Statutes (Florida Public Records Law), and become public record upon opening, subject only to applicable statutory exemptions. Trade secret or proprietary information must be clearly marked and separately bound in accordance with Section 815.045, Florida Statutes.

Contact

Questions regarding this IFB shall be directed in writing only to:

Teresa Pope, Contracting Officer and Executive Director

New Smyrna Beach Housing Authority

1101 S. Dixie Freeway, New Smyrna Beach, FL 32168

Telephone: 386-428-8171 — Email: tlpope@newsmyrnahousing.com

Oral communications will not be binding. Written questions must be received no later than July 2nd, 2026, at 5 p.m. Eastern Standard Time. Answers will be issued by written addendum to all registered bidders.

BY ORDER OF THE NEW SMYRNA BEACH HOUSING AUTHORITY

Executive Director:

Date: _____

SECTION 2 — PROJECT SUMMARY

This Project Summary is provided for the convenience of prospective bidders as a high-level overview of the Work. It is informational only. In the event of any conflict between this Summary and any other Contract Document, the other Contract Document shall control.

Project at a Glance

Project Name	Live Oak Homes — Full Site Demolition and Clearing
IFB Number	2026-01
Owner	New Smyrna Beach Housing Authority
Project Location	1008 Julia St, 1000 Julia St, 100 Milford Place, 111 Milford Place, 100 Inwood Ave, 201 Milford Pl, and 209 Bay Street New Smyrna Beach, Volusia County, FL (see project location exhibit)
Jurisdiction	City of New Smyrna Beach — Engineering & Building Department
Contract Type	Firm fixed-price (lump sum) construction contract
Contract Time	95 calendar days to Substantial Completion from Notice to Proceed
Bid Security	5% of total bid
Required Bonds	Performance Bond and Payment Bond, each 100% of Contract price

Scope at a Glance

Complete demolition, removal, and site clearing to grade suitable for new construction, including:

- Twenty-two (22) residential buildings, one (1) maintenance shop, and twenty-two (22) storage units.
- Existing lift station (pumps, controls, piping, wet well, and underground elements).
- Sidewalks, concrete drive lanes, and storm drainage infrastructure (catch basins, piping, structures).
- Domestic water and sanitary sewer service lines to utility shutoff points; electrical service from utility pole to structures.
- Playground equipment and footings, outdoor clothes hanger structures, partial perimeter wood fencing, and non-City owned signage.
- Pre-demolition hazardous materials assessment (asbestos, lead-based paint) and abatement by Florida-licensed contractors.
- Site restoration including clean fill, compaction, rough grading, and soil stabilization.

PROTECTED TREES — Two (3) existing Live Oak trees (*Quercus virginiana*) are designated as protected and shall remain undisturbed. All Work within proximity of these trees shall be coordinated with the project arborist and performed in accordance with City Land Development Regulations, ANSI A300 Part 5, and the Tree Protection Plan. Damage to a protected tree will subject the Contractor to liquidated damages and restoration costs.

Key Bidder Requirements

- Florida Certified General Contractor or Demolition Contractor license (Chapter 489, F.S.), in good standing.
- Active registration in SAM.gov with a valid Unique Entity Identifier (UEI); not debarred or suspended under 2 CFR Part 180.
- Demonstrated experience on at least three (3) comparable demolition projects within the past five (5) years.
- Ability to retain a Florida-licensed asbestos consultant (Ch. 469, F.S.) and Certified Arborist for tree protection.

Key Dates (subject to addendum)

IFB Issue Date	June 8 th , 2026
Pre-Bid Conference / Site Walk	June 24 th and June 25 th , 2026, at 9 a.m. EST
Written Questions Due	July 2 nd , 2026, at 5 p.m. EST
Bids Due	July 20 th , 2026, 4 p.m. EST
Bid Opening (Public)	July 20 th , 2026, 4:30 p.m. EST
Anticipated Notice of Award	August 11 th , 2026
Anticipated Notice to Proceed	October 8 th , 2026

Contact for Questions

Teresa Pope - Contracting Officer

New Smyrna Beach Housing Authority — 1101 S. Dixie Freeway, New Smyrna Beach, FL 32168

Telephone: 386-428-8171

Email: tlpope@newsmyrnahousing.com

Written questions only. Oral communications are not binding. See Section 3 (Instructions to Bidders) for full procedures.

SECTION 3 — INSTRUCTIONS TO BIDDERS

The Instructions to Bidders for this Invitation for Bids (IFB) consist of Form HUD-5369 (Instructions to Bidders for Contracts — Public and Indian Housing Programs), as supplemented by the Supplementary Instructions to Bidders set forth below. Bidders are directed to review Form HUD-5369 in its entirety. In the event of any conflict between Form HUD-5369 and the Supplementary Instructions, the Supplementary Instructions shall govern only to the extent they do not reduce any requirement of HUD-5369 or applicable federal law.

1. Incorporation of Form HUD-5369

Form HUD-5369 (10/2002), “Instructions to Bidders for Contracts — Public and Indian Housing Programs,” is hereby incorporated by reference and made a part of these Bid Documents. A complete copy is attached as Exhibit A. Each bidder is required to read and comply with Form HUD-5369.

2. Supplementary Instructions to Bidders

2.1 Bidder Qualifications

To be deemed responsible, each bidder must:

- Hold a current Certified General Contractor license or Demolition Contractor Registration issued by the Florida Department of Business and Professional Regulation (DBPR), or hold equivalent licensure recognized under Chapter 489, Florida Statutes.
- Be registered to conduct business in the State of Florida and possess a current Volusia County/City of New Smyrna Beach Local Business Tax Receipt.
- Be registered in the federal System for Award Management (SAM.gov) with an active Unique Entity Identifier (UEI) and not be debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded under 2 CFR Part 180 and 2 CFR Part 2424.
- Demonstrate documented experience, within the past five (5) years, on at least three (3) similar projects of comparable size and complexity, including at least one (1) project involving residential building demolition and at least one (1) project involving asbestos-containing materials.
- Employ or contract with a Florida-licensed asbestos consultant and a Florida-licensed asbestos abatement contractor for any asbestos-related work.
- Have the financial capacity, equipment, organization, and personnel necessary to perform the Work within the Contract Time.

2.2 Examination of Bid Documents and Site

Each bidder shall, before submitting a bid, carefully examine the Bid Documents, visit the site, and satisfy itself as to the nature, location, and character of the Work; the surface and subsurface conditions; the local labor market; the availability and cost of materials and equipment; and all other matters that may affect the cost, progress, or performance of the Work. Submission of a bid constitutes the bidder’s conclusive representation that it has complied with this requirement.

2.3 Requests for Information and Interpretations

All questions regarding the meaning or intent of the Bid Documents shall be submitted in writing to the Contracting Officer identified in Section 1 not later than seven (7) calendar days before the

scheduled bid opening. Interpretations, corrections, and changes to the Bid Documents will be made only by written addendum issued by the PHA to all registered bidders. Oral interpretations are not binding.

2.4 Addenda

Addenda, if any, will be transmitted to all registered bidders. Each bidder shall acknowledge receipt of all addenda in the Bid Form. Failure to acknowledge addenda may render a bid non-responsive.

2.5 Bid Security

Each bid shall be accompanied by bid security in the amount of five percent (5%) of the total bid. Acceptable forms of bid security are: (a) a bid bond on the form included in these Bid Documents, issued by a surety company listed in U.S. Department of the Treasury Circular 570 and authorized to transact business in the State of Florida; or (b) a certified or cashier's check drawn on a federally insured bank, made payable to the New Smyrna Beach Housing Authority. Personal checks, company checks, and cash are not acceptable. The bid security of unsuccessful bidders will be returned after execution of the Contract. The bid security of the successful bidder will be retained until execution of the Contract and delivery of the required Performance and Payment Bonds.

2.6 Preparation and Submission of Bids

Bids shall be prepared on the Bid Form provided (Section 4), executed in ink, and submitted in a sealed envelope plainly marked on the outside with: **“SEALED BID — IFB No.2026-01: Live Oak Homes Demolition — DO NOT OPEN UNTIL JULY 20th, 2026 AT 4:30 P.M. EST”**; the name and address of the bidder; and the bidder's Florida contractor license number. Bids transmitted by facsimile or electronic mail will not be accepted unless expressly authorized by addendum.

2.7 Modification or Withdrawal of Bids

A bidder may modify or withdraw its bid by written notice delivered to the Contracting Officer before the time set for bid opening. After bid opening, no bid may be withdrawn for a period of ninety (90) calendar days. A bid containing an error discovered after bid opening may be withdrawn only in accordance with Florida State law and HUD regulations.

2.8 Public Opening of Bids

Bids will be opened publicly, read aloud, and recorded at the time and place stated in the IFB. A bid tabulation will be made available to all bidders upon request and will be posted on the housing authority's website.

2.9 Evaluation of Bids

The Contract will be awarded to the lowest responsive and responsible bidder. The PHA will evaluate each bid for:

- Responsiveness — conformity to the material terms and conditions of the IFB, including proper execution, inclusion of all required certifications, and acknowledgment of addenda.
- Responsibility — the bidder's financial resources, experience, organization, technical qualifications, equipment, performance record, integrity, and compliance with public policy.

2.10 Right to Reject; Waiver of Informalities

The PHA reserves the right to reject any or all bids, to re-advertise, to waive any informality or minor irregularity not affecting the substance of a bid, and to accept the bid deemed most advantageous to the PHA consistent with applicable law.

2.11 Award and Execution of Contract

Notice of Award will be issued in writing to the successful bidder. Within ten (10) calendar days after receipt of the Notice of Award, the successful bidder shall deliver to the PHA the executed Agreement, Performance Bond, Payment Bond, certificates of insurance, and all other required documents. Failure to do so shall constitute sufficient cause for annulment of the award and forfeiture of the bid security. The Contract shall not become effective until issuance of the Notice to Proceed.

2.12 Time for Completion and Liquidated Damages

The successful bidder shall commence the Work within ten (10) calendar days after the Notice to Proceed and shall achieve Substantial Completion within eighty-five (85) calendar days and Final Completion within the (10) calendar days thereafter. For each calendar day beyond the Substantial Completion date, the Contractor shall pay the PHA the sum of \$500 per day as liquidated damages, not as a penalty, which the parties stipulate is a reasonable estimate of the damages the PHA would incur as a result of delay.

2.13 Subcontractors

The bidder shall, with its bid, provide a preliminary list of proposed subcontractors on the form included herein. No subcontractor may be used that is debarred, suspended, or otherwise excluded. The Contractor shall include in each subcontract the Davis-Bacon wages clauses as required by HUD.

2.15 Insurance

Before commencement of the Work, the Contractor shall provide and maintain at its sole expense the insurance specified in Section 10 (Supplementary Conditions), with coverages and limits not less than those required therein, from insurers authorized to transact business in the State of Florida.

2.18 Bid Protests

Any bidder may file a bid protest in accordance with HUD regulations, and the PHA's Procurement Policy. A protest must be submitted in writing to the Contracting Officer within five (5) business days after the basis for the protest is known or should have been known, not later than five (5) business days prior to bid opening for protests of solicitation defects. The decision of the Contracting Officer may be appealed to the PHA's Executive Director and thereafter.

2.19 Conflict of Interest

No member of the governing body of the PHA, no officer, employee, or agent of the PHA who exercises any function or responsibility with respect to the Work, and no other public official of the locality in which the Project is located who exercises any function or responsibility with respect to the Work shall have any interest, direct or indirect, in the Contract or its proceeds, in accordance with HUD regulations and Florida Statutes (Code of Ethics for Public Officers and Employees).

2.20 Affirmative Steps for Small, Minority, Women-Owned, and Labor-Surplus-Area Firms

The Contractor shall take the following affirmative steps, as required by HUD regulations, to assure that small businesses, minority businesses, women's business enterprises, and labor surplus area firms are used when possible:

- Placing qualified small, minority, and women's businesses on solicitation lists.
- Assuring these businesses are solicited whenever they are potential sources.
- Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation.

- Establishing delivery schedules, where the requirement permits, which encourage participation by these businesses.
- Using the services of the Small Business Administration and the Minority Business Development Agency of the Department of Commerce.
- Requiring the prime contractor, if subcontracts are let, to take the affirmative steps listed above.

SECTION 4 — BID FORM

IFB No.: 2026-01

Project: Live Oak Homes — Full Site Demolition and Clearing

To: New Smyrna Beach Housing Authority

The undersigned bidder, having carefully examined the Bid Documents, including the Invitation for Bids, Instructions to Bidders, Form HUD-5369, General Conditions (Form HUD-5370), Supplementary Conditions, Technical Specifications, and all addenda thereto, and having inspected the site and acquainted itself with all conditions affecting the Work, hereby proposes to furnish all labor, materials, equipment, supervision, permits, insurance, bonds, and incidentals necessary to perform the Work in strict accordance with the Bid Documents for the lump sum bid price set forth below.

1. Bidder Information

Legal Name of Bidder	
Type of Business Entity	
State of Incorporation/Organization	
FEIN / Tax ID	
SAM.gov UEI	
Florida Contractor License No.	
Business Address	
City, State, ZIP	
Telephone	
Email	
Authorized Representative	
Title	

2. Base Bid (Lump Sum)

The Base Bid for all Work described in the Bid Documents is:

Written Amount (words):

Numeric Amount (\$): _____

4. Unit Prices (for Contract Modifications)

Unit prices shall apply to additions and deletions to the Work authorized by written Change Order:

Removal of unsuitable soils and replacement with clean fill, per cubic yard:

Additional tree/stump removal (>12" dbh), per each: _____

Additional concrete demolition and removal, per square foot:

Additional underground utility removal, per linear foot: _____

Hazardous materials abatement (friable asbestos), per square foot:

5. Time of Completion

The Bidder agrees to achieve Substantial Completion within ninety-five (95) calendar days and Final Completion within ten (10) additional calendar days after the date of the Notice to Proceed.

6. Liquidated Damages

The Bidder acknowledges and agrees to liquidated damages in the amount of \$500 per calendar day for each day beyond the Substantial Completion date, as specified in the Contract.

7. Acknowledgment of Addenda

The Bidder acknowledges receipt of the following addenda:

Addendum No. 1, dated: _____

Addendum No. 2, dated: _____

Addendum No. 3, dated: _____

Addendum No. 4, dated: _____

8. Bid Security

Bid security in the amount of five percent (5%) of the Base Bid, in the form of bid bond, is enclosed herewith.

9. Bidder's Representations

By submission of this bid, the Bidder represents that:

- The bid has been arrived at independently, without collusion, consultation, communication, or agreement with any other bidder or competitor.
- The Bidder has not and will not induce any other person or firm to submit a sham bid or refrain from bidding.
- The Bidder is not currently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation by any federal, state, or local agency.
- The Bidder has reviewed and will comply with all applicable federal, state, and local laws, regulations, and orders identified in Section 3.
- All representations and certifications contained herein and in the attached HUD-5369-A are true and accurate to the best of the Bidder's knowledge and belief.

11. Execution

IN WITNESS WHEREOF, the Bidder has caused this Bid Form to be executed by its duly authorized representative on the date indicated below.

Firm Name: _____

By (Signature): _____

Printed Name: _____

Title: _____

Date: _____

ATTACHMENTS REQUIRED:

- Bid Security (Bid Bond, certified or cashier's check)
- Form HUD-5369-A, Representations, Certifications, and Other Statements of Bidders
- Non-Collusion Affidavit
- Public Entity Crimes Sworn Statement
- Scrutinized Companies Certification
- Drug-Free Workplace Certification (§ 287.087, F.S.)
- Section 3 Business Concern Certification (if applicable)
- Certification Regarding Lobbying (31 U.S.C. § 1352)
- Certification Regarding Debarment, Suspension, and Other Responsibility Matters (2 CFR Part 180)
- Bidder's Qualification Statement and References
- List of Proposed Subcontractors
- Certificate of Insurance or Acord form evidencing required coverages
- Copy of Florida Contractor License and Local Business Tax Receipt

SECTION 5 — BID BOND

(Penal Sum: 5% of Total Bid Amount)

KNOW ALL PERSONS BY THESE PRESENTS, that we, _____ (hereinafter called the "Principal"), and _____, a corporation duly organized under the laws of the State of _____ and authorized to transact business in the State of Florida (hereinafter called the "Surety"), are held and firmly bound unto the NEW SMYRNA BEACH HOUSING AUTHORITY (hereinafter called the "Obligee"), in the penal sum of _____ Dollars (\$_____), for the payment of which sum the Principal and Surety bind themselves, their heirs, executors, administrators, successors, and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal has submitted a bid for IFB No.2026-01 — Live Oak Homes Full Site Demolition and Clearing;

NOW, THEREFORE, the condition of this obligation is such that if the Obligee accepts the bid of the Principal and the Principal enters into the Contract with the Obligee in accordance with the terms of the bid and gives the bond(s) required by the terms of the Contract, or, in the event of the failure of the Principal to enter into such Contract and give such bond(s), if the Principal pays to the Obligee the difference, not to exceed the penal sum of this bond, between the amount specified in the bid and such larger amount for which the Obligee may in good faith contract with another party to perform the Work covered by the bid, then this obligation shall be null and void; otherwise, it shall remain in full force and effect.

The Surety, for value received, hereby stipulates and agrees that the obligations of the Surety and its bond shall be in no way impaired or affected by any extension of time within which the Obligee may accept such bid; and the Surety hereby waives notice of any such extension.

This Bid Bond is issued in compliance with 24 CFR 200.325, HUD Handbook 7460.8 REV-2, and Section 255.05, Florida Statutes. The Surety company executing this bond must be listed as an acceptable surety on federal bonds in U.S. Department of the Treasury Circular 570 (current edition) and authorized to transact business in the State of Florida.

IN WITNESS WHEREOF, the Principal and Surety have executed this Bid Bond on this ____ day of _____, 20____.

PRINCIPAL:

Name of Firm: _____

By (Signature): _____

Printed Name & Title: _____

SURETY:

Name of Surety: _____

By (Attorney-in-Fact):

Printed Name: _____

Surety Agent/Agency:

Florida Resident Agent Name:

Florida Resident Agent Telephone:

(Attach Power of Attorney and Certificate of Authority from Treasury Circular 570)

SECTION 6 — REPRESENTATIONS, CERTIFICATIONS, AND STATEMENTS OF BIDDERS (if awarded)

Each bidder shall complete and submit the certifications in this Section with its bid. Failure to submit any required certification may render the bid non-responsive.

A. Form HUD-5369-A — Representations, Certifications, and Other Statements of Bidders

Form HUD-5369-A (11/1992), “Representations, Certifications, and Other Statements of Bidders — Public and Indian Housing Programs,” is incorporated by reference as Exhibit B. The bidder shall complete and execute Form HUD-5369-A and submit it with its bid. The Form addresses, at a minimum, the following representations:

- Certification of Independent Price Determination.
- Contingent Fee Representation and Agreement.
- Certification Regarding Debarment, Suspension, Proposed Debarment, and Other Responsibility Matters.
- Certification of Eligibility.
- Minimum Bid Acceptance Period.
- Previous Contracts and Compliance Reports.
- Affirmative Action Compliance.
- Certification Regarding Equal Employment Opportunity (41 CFR 60-1.7(b)).
- Small, Minority, Women-Owned Business Concern Representation.
- Indian-Owned Economic Enterprise and Indian Organization Representation (if applicable).
- Certification of Eligibility Under the Davis-Bacon Act (29 CFR 5.5(a)(4)).
- Certification of Nonsegregated Facilities (41 CFR 60-1.8).
- Clean Air and Water Certification (for contracts > \$100,000).
- Byrd Anti-Lobbying Certification (31 U.S.C. § 1352; for contracts > \$100,000).

B. Non-Collusion Affidavit

STATE OF FLORIDA, COUNTY OF _____:

_____, being first duly sworn, deposes and says that:

- He/she is _____ of _____, the Bidder submitting the attached bid;
- He/she is fully informed respecting the preparation and contents of the attached bid and of all pertinent circumstances respecting such bid;
- Such bid is genuine and is not a collusive or sham bid;
- Neither the Bidder nor any of its officers, partners, owners, agents, representatives, employees, or parties in interest has in any way colluded, conspired, connived, or agreed, directly or indirectly, with any other bidder, firm, or person to submit a collusive or sham bid, or has in any manner, directly or indirectly, sought by agreement or collusion, communication, or conference with any other bidder or person to fix the price or prices in the attached bid or any other bidder's bid, or to fix any overhead, profit, or cost element, or

to secure any advantage against the PHA or any person interested in the proposed Contract; and

- The price or prices quoted in the attached bid are fair and proper and are not tainted by any collusion, conspiracy, connivance, or unlawful agreement on the part of the Bidder or any of its agents, representatives, owners, employees, or parties in interest, including this affiant.

Signature: _____

Printed Name & Title: _____

Sworn to and subscribed before me by means of [] physical presence or [] online notarization, this ____ day of _____, 20____, by _____, who is personally known to me or who produced _____ as identification.

Notary Public Signature:

Printed Name: _____

Commission No. and Expiration:

Date: _____

(Sworn to and subscribed before a notary public — see notary block in Subsection B.)

F. Section 3 Business Concern Certification (24 CFR Part 75)

The Bidder [] is / [] is not a Section 3 Business Concern as defined in 24 CFR 75.5, meaning:

- A business concern that is at least 51 percent owned and controlled by low- or very low-income persons;
- A business concern that provides economic opportunities by subcontracting with business concerns that are at least 51 percent owned and controlled by low- or very low-income persons, for at least 25 percent of the dollar awarded amount of all its subcontracts; OR
- A business concern that is at least 51 percent owned and controlled by current public housing residents or residents who currently live in Section 8-assisted housing.

The Bidder agrees to comply with all requirements of Section 3, including the provision of economic opportunities to Section 3 workers and Targeted Section 3 workers to the greatest extent feasible, and to report Section 3 labor hours as required by 24 CFR 75.25.

Signature: _____

Printed Name & Title: _____

G. Certification Regarding Lobbying

The undersigned certifies, to the best of his or her knowledge and belief, that:

- No federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any

cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.

- If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code.

Signature: _____

Printed Name & Title: _____

H. Certification Regarding Debarment, Suspension, and Other Responsibility Matters

The prospective primary participant certifies to the best of its knowledge and belief that it and its principals:

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

Where the prospective participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

Signature: _____

Printed Name & Title: _____

SECTION 7 — AGREEMENT FORM (CONSTRUCTION CONTRACT)

STANDARD FORM OF AGREEMENT BETWEEN OWNER AND CONTRACTOR (FOR A DEMOLITION/CONSTRUCTION CONTRACT WITH A PUBLIC HOUSING AGENCY)

THIS AGREEMENT is made as of the ____ day of _____, 20____, by and between the NEW SMYRNA BEACH HOUSING AUTHORITY, a public body corporate and politic organized under Chapter 421, Florida Statutes (“Owner” or “PHA”), and _____, a contracting business organized under the laws of the State of _____ (“Contractor”).

Article 1 — The Work of This Contract

The Contractor shall perform all Work required by the Contract Documents for the Project known as “Live Oak Homes — Full Site Demolition and Clearing,” IFB No. 2026-01, located at 1008 Julia St, 1000 Julia St, 100 Milford Place, 111 Milford Place, 100 Inwood Ave, 201 Milford Pl, and 209 Bay Street New Smyrna Beach, Florida, as more particularly described in the Bid Documents and Technical Specifications incorporated herein.

Article 2 — Contract Documents

The Contract Documents consist of this Agreement; the Invitation for Bids; the Instructions to Bidders (including Form HUD-5369); the Contractor’s Bid (including all required representations and certifications, including Form HUD-5369-A); the General Conditions (Form HUD-5370); the Supplementary Conditions; the Technical Specifications (Scope of Work); the Drawings, if any; all Addenda issued prior to the execution of this Agreement; any Modifications issued after execution of this Agreement; the Performance Bond and Payment Bond; the Certificates of Insurance; the Davis-Bacon Wage Determination; and all other documents listed herein. The Contract Documents form the Contract for Construction and are as fully a part of the Contract as if attached or repeated.

Article 3 — Date of Commencement and Contract Time

The Date of Commencement shall be the date stated in the Notice to Proceed issued by the PHA. The Contractor shall achieve Substantial Completion not later than eighty-five (85) calendar days after the Date of Commencement, and Final Completion not later than ten (10) additional calendar days thereafter, subject only to such adjustments as may be authorized by Change Order.

Article 4 — Contract Sum

The Owner shall pay the Contractor the Contract Sum, in current funds, for the Contractor’s performance of the Contract. The Contract Sum shall be \$ _____ (_____ dollars), subject to additions and deductions as provided in the Contract Documents.

Article 5 — Liquidated Damages

If the Contractor fails to achieve Substantial Completion within the Contract Time, the Contractor shall pay the PHA the sum of \$500 per calendar day as liquidated damages, not as a penalty, for

each day Substantial Completion is delayed. The parties acknowledge that actual damages would be difficult to ascertain and that this sum is a reasonable pre-estimate of such damages.

Article 6 — Progress Payments

Progress payments shall be made within thirty (30) calendar days after submission of an invoice acceptable to the Owner for the satisfactory performance of the contracted work.

Article 7 — Final Payment

Final payment, constituting the entire unpaid balance of the Contract Sum, shall be made by the Owner to the Contractor upon (a) issuance of a Certificate of Final Completion by the Owner's representative; (b) submission of final lien waivers, consent of surety, and all required closeout documentation including Davis-Bacon certified payrolls, Section 3 reporting, and disposal records; and (c) satisfaction of all other conditions set forth in the Contract Documents.

Article 9 — Indemnification

To the fullest extent permitted by law, and subject to the monetary limitations in Section 725.06, Florida Statutes, the Contractor shall indemnify, defend, and hold harmless the Owner, its commissioners, officers, employees, and agents, from and against all claims, damages, losses, and expenses, including but not limited to reasonable attorneys' fees, arising out of or resulting from the performance of the Work, but only to the extent caused in whole or in part by negligent acts or omissions of the Contractor, a subcontractor, anyone directly or indirectly employed by them, or anyone for whose acts they may be liable. The specific consideration for this indemnification is included in the Contract Sum, which the parties acknowledge is sufficient.

Article 10 — Sovereign Immunity

Nothing contained in this Agreement is intended to serve as a waiver of sovereign immunity by the Owner or to extend its liability beyond the limits established by Florida state law.

Article 11 — Termination

This Contract may be terminated by the Owner for cause or for convenience in accordance with 2 CFR Part 200, Appendix II(B), Form HUD-5370, and the Supplementary Conditions.

Article 12 — Governing Law, Venue, and Waiver of Jury Trial

This Agreement shall be governed by the laws of the United States and, to the extent not inconsistent, the laws of the State of Florida. Venue for any action arising under this Agreement shall lie exclusively in Volusia County, Florida, or the federal court having jurisdiction. The parties knowingly and voluntarily waive any right to a jury trial in any action arising under or related to this Agreement.

Article 13 — Entire Agreement

The Contract Documents, as defined in Article 2, constitute the entire agreement between the Owner and the Contractor with respect to the Work and supersede all prior negotiations, representations, or agreements, either written or oral.

Article 14 — Execution

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first written above.

OWNER: NEW SMYRNA BEACH HOUSING AUTHORITY

By: _____

Printed Name: _____

Title: _____

Date: _____

ATTEST:

Secretary: _____

CONTRACTOR:

Firm Name: _____

By: _____

Printed Name: _____

Title: _____

Date: _____

FEIN: _____

Florida License No.: _____

SECTION 8 — PERFORMANCE BOND AND PAYMENT BOND (IF AWARDED)

The successful bidder shall furnish, prior to commencement of the Work, both a Performance Bond and a Payment Bond, each in the full amount (100%) of the Contract price, in the forms set forth in Subsections 8.1 and 8.2 below. Each bond shall be issued by a surety authorized to transact business in the State of Florida and listed in U.S. Department of the Treasury Circular 570, in compliance with 24 CFR 200.325(c), HUD Handbook 7460.8 REV-2, and Section 255.05, Florida Statutes.

8.1 Performance Bond

(Penal Sum: 100% of Contract Price)

KNOW ALL PERSONS BY THESE PRESENTS, that
_____, (“Principal”), and
_____, a corporation authorized to transact
business in the State of Florida and listed in U.S. Department of the Treasury Circular 570 (“Surety”),
are held and firmly bound unto the NEW SMYRNA BEACH HOUSING AUTHORITY (“Obligee”) in
the penal sum of _____ Dollars (\$_____),
for the payment of which the Principal and Surety bind themselves, their successors, and assigns,
jointly and severally, firmly by these presents.

WHEREAS, the Principal has entered into a written Agreement with the Obligee, dated
_____, 20____, for the Project known as “Live Oak Homes — Full Site Demolition and
Clearing,” IFB No.2026-01, which Agreement is by reference made a part hereof (“Contract”).

NOW, THEREFORE, the condition of this obligation is such that if the Principal shall faithfully perform
the Contract and all duly authorized modifications thereto, then this obligation shall be null and void;
otherwise, it shall remain in full force and effect. This Bond is issued in compliance with 24 CFR
200.325(c) and Section 255.05, Florida Statutes.

Any action on this bond must be brought within the time period prescribed by Section 255.05(10),
Florida Statutes. Notice of claim shall be served on the Contractor and Surety in accordance with
Section 255.05, F.S.

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

PRINCIPAL:

Firm Name: _____

By: _____

Printed Name & Title: _____

SURETY:

Name: _____

By (Attorney-in-Fact): _____

Printed Name: _____

Florida Resident Agent: _____

Address & Telephone: _____

(Attach Power of Attorney.)

8.2 Payment Bond

(Penal Sum: 100% of Contract Price — Statutory Bond per § 255.05, F.S.)

KNOW ALL PERSONS BY THESE PRESENTS, that _____ (“Principal”), as Contractor, and _____ (“Surety”), a corporation authorized to do business in the State of Florida and listed in U.S. Department of the Treasury Circular 570, are held and firmly bound unto the NEW SMYRNA BEACH HOUSING AUTHORITY (“Obligee”) and all claimants defined herein in the penal sum of _____ Dollars (\$ _____).

WHEREAS, the Principal has entered into a written Agreement with the Obligee, dated _____, 20____, for the Project known as “Live Oak Homes — Full Site Demolition and Clearing,” IFB No.2026-01.

NOW, THEREFORE, the condition of this obligation is such that if the Principal promptly makes payment to all claimants as defined in Section 255.05(1), Florida Statutes, and 40 U.S.C. § 3131 (Miller Act, where applicable), for all labor, materials, and supplies used directly or indirectly in the prosecution of the Work provided for in the Contract, then this obligation shall be null and void; otherwise, it shall remain in full force and effect. This Bond is intended to comply with 24 CFR 200.325(c) and Section 255.05, Florida Statutes.

Claimants shall comply with the notice and suit requirements of Section 255.05(2) and (10), Florida Statutes.

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

PRINCIPAL:

Firm Name: _____

By: _____

Printed Name & Title: _____

SURETY:

Name: _____

By (Attorney-in-Fact):

Printed Name: _____

Florida Resident Agent:

Address & Telephone:

(Attach Power of Attorney. This Bond shall be recorded by the Obligee in the public records of Volusia County prior to commencement of the Work as required by Section 255.05, F.S.)

SECTION 9 — GENERAL CONDITIONS

The General Conditions for this Contract are set forth in Form HUD-5370, “General Conditions for Construction Contracts — Public Housing Programs” (5/2006), which is incorporated by reference and attached as Exhibit C. A complete copy of Form HUD-5370 is made a part of the Contract Documents as if fully set forth herein.

Form HUD-5370 addresses, among other matters:

- **Clauses I — General:** Definitions, Contractor’s responsibility, subcontracts, Indian preference, inspection, audit and records, and site investigation.
- **Clauses II — Administrative Requirements:** Progress schedules, progress payments, retainage, final payment, warranty, and warranty of construction.
- **Clauses III — Bonds and Insurance:** Performance and payment bonds; liability insurance, workers’ compensation, and property damage; insurance of Work.
- **Clauses IV — Labor Standards:** Davis-Bacon Act, Contract Work Hours and Safety Standards Act, Copeland Act, Equal Employment Opportunity, Section 3, and apprentices and trainees.
- **Clauses V — Other Provisions:** Permits and codes, health and safety (OSHA), use of explosives (if any), protection of existing vegetation, structures, equipment, utilities, and improvements, and environmental protection.
- **Clauses VI — Modifications:** Changes, differing site conditions, suspension of work.
- **Clauses VII — Disputes and Termination:** Disputes, default, termination for convenience, and assignment of claims.

To the extent Form HUD-5370 sets forth requirements applicable to this Contract, those requirements are binding on both parties. In the event of any conflict between Form HUD-5370 and any other Contract Document, Form HUD-5370 shall control except where another Contract Document establishes a stricter requirement consistent with federal law, in which case the stricter requirement shall control.

SECTION 10 — SUPPLEMENTARY CONDITIONS

These Supplementary Conditions modify, delete from, or add to the General Conditions (Form HUD-5370). Where any article of the General Conditions is supplemented, the provisions of the General Conditions shall remain in effect except as modified herein. All provisions that are not so modified shall remain in full force and effect.

SC-1 Governing Law and Venue

This Contract shall be governed by federal law and, to the extent not inconsistent, the laws of the State of Florida. Exclusive venue for any action, whether in law or in equity, shall lie in Volusia County, Florida, or the federal court having jurisdiction.

SC-2 Permits and Licenses

The Contractor shall, at its sole cost, obtain and pay for all permits, licenses, inspections, and fees required by the City of New Smyrna Beach (Engineering Department and Building Department), Volusia County, the Florida Department of Environmental Protection, the St. Johns River Water Management District (if applicable), and any other governmental authority having jurisdiction, including but not limited to:

- City of New Smyrna Beach demolition permits and associated inspections.
- Tree removal (if needed) and tree protection permits under the City Land Development Regulations.
- Stormwater discharge permits, including any City of New Smyrna Beach stormwater system discharge permit and NPDES Generic Permit for Stormwater Discharge from Construction Activities through SJRWMD.
- Utility disconnect permits from New Smyrna Beach Utilities Commission.
- Right-of-way or traffic control permits, if required.

SC-3 Florida Building Code

All Work shall comply with the Florida Building Code, 8th Edition (2023), including the Florida Building Code — Existing Building, and the Florida Fire Prevention Code. Demolition shall comply with Chapter 3306, Florida Building Code, and Chapter 33 of the International Building Code as adopted.

SC-4 Asbestos and Lead-Based Paint

The Contractor, through a Florida-licensed asbestos consultant, shall perform a pre-demolition asbestos survey in accordance with HUD regulations (40 CFR 61.145) and AHERA protocols. All asbestos-containing materials shall be abated by a Florida-licensed asbestos abatement contractor prior to demolition. Notification of Demolition and Renovation shall be filed with FDEP at least ten (10) working days before commencement of demolition or abatement, whichever occurs first.

For buildings constructed before 1978, the Contractor shall assume the presence of lead-based paint unless a negative inspection report is obtained. All work involving lead-based paint shall comply with HUD regulations (40 CFR Part 745 (TSCA), 29 CFR 1926.62 (OSHA Lead in Construction), and the Residential Lead-Based Paint Hazard Reduction Act. Workers shall be trained under the RRP Rule. Waste shall be characterized and disposed of in accordance with 40 CFR Part 261 (RCRA) and Chapter 62-730, F.A.C.

SC-5 Tree Protection

The three (3) designated Live Oak trees (*Quercus virginiana*) identified on the site plan shall remain undisturbed. The Contractor shall retain, at its cost, a Florida-licensed Certified Arborist (ISA certified) to prepare and implement a Tree Protection Plan in accordance with the City of New Smyrna Beach Land Development Regulations, ANSI A300 Part 5 (Management of Trees and Shrubs During Site Planning, Site Development, and Construction), and the recommendations of the project arborist. Tree Protection Zones (TPZ) shall be established at the dripline or as directed by the arborist, and protective fencing shall remain in place for the duration of the Work. No grading, excavation, stockpiling, equipment operation, vehicle parking, or material storage shall occur within the TPZ. Any damage to a protected tree shall subject the Contractor to liquidated damages as set forth in the Technical Specifications.

SC-6 Environmental Protection and Stormwater (Clean Water Act)

The Contractor shall comply with the Clean Water Act (33 U.S.C. § 1251 et seq.), the Florida NPDES Generic Permit for Stormwater Discharge from Large and Small Construction Activities (CGP), Chapter 62-4, F.A.C., and the City of New Smyrna Beach Stormwater Management Ordinance. The Contractor shall implement a Stormwater Pollution Prevention Plan (SWPPP) which is being prepared by the project civil engineer, file a Notice of Intent (NOI) with FDEP, install and maintain Best Management Practices (BMPs) in accordance with the FDEP Florida Stormwater, Erosion, and Sedimentation Control Manual, and file a Notice of Termination (NOT) upon completion.

SC-7 Insurance Requirements

Before commencement of the Work, the Contractor shall procure and maintain, at its sole expense, for the duration of the Contract and as otherwise specified, the following minimum insurance coverages from insurers authorized to transact business in Florida and rated not less than “A-” “VII” by A.M. Best:

Coverage	Minimum Limit
Commercial General Liability (incl. Products/Completed Ops, XCU)	\$2,000,000 per occurrence / \$4,000,000 aggregate
Business Automobile Liability (owned, hired, non-owned)	\$1,000,000 combined single limit
Workers' Compensation (Florida statutory)	Statutory per Chapter 440, F.S.
Employer's Liability	\$1,000,000 each accident / \$1,000,000 each employee / \$1,000,000 policy limit
Umbrella/Excess Liability	\$5,000,000 per occurrence and aggregate
Contractor's Pollution Liability (for asbestos/lead/contaminants)	\$2,000,000 per claim / \$2,000,000 aggregate
Builder's Risk / Installation (if applicable)	Full replacement value

The PHA, its commissioners, officers, employees, and agents shall be named as additional insureds on all liability policies (except Workers' Compensation) on a primary and non-contributory basis. Each policy shall contain a waiver of subrogation in favor of the PHA. Certificates of insurance and endorsements shall be provided prior to commencement of the Work and upon renewal.

SC-8 Prompt Payment

Payments to the Contractor shall be made in accordance with the Florida Local Government Prompt Payment Act (§§ 218.70–218.80, F.S.), to the extent consistent with federal requirements. The Contractor shall pay its subcontractors and suppliers in accordance with Sections 218.735 and 255.072–255.078, Florida Statutes.

SC-9 Retainage

Retainage shall be withheld at ten percent (10%) of each progress payment until 50% completion of the Work. After 50% completion, retainage shall be limited in accordance with Section 255.078, F.S., subject to federal requirements.

SC-10 Davis-Bacon Wage Determination

The applicable Davis-Bacon Wage Determination for Volusia County, Florida — Residential — is attached as Exhibit D. The version in effect ten (10) calendar days prior to bid opening shall apply. The Contractor shall post the Wage Determination at the job site, submit weekly certified payrolls on Form WH-347 or equivalent, and comply with all requirements of 29 CFR Parts 1, 3, and 5.

SC-11 Buy American / Domestic Preferences (2 CFR 200.322)

To the extent consistent with law, the Contractor shall provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including, but not limited to, iron, aluminum, steel, cement, and other manufactured products). The requirements shall be included in all subcontracts covered under 2 CFR 200.322.

SC-12 Procurement of Recovered Materials (2 CFR 200.323)

The Contractor shall comply with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The Contractor shall procure only items designated in guidelines of the EPA at 40 CFR Part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000.

SC-14 Section 3 Benchmarks and Reporting

The Contractor shall comply with Section 3 of the Housing and Urban Development Act of 1968 (12 U.S.C. § 1701u) and 24 CFR Part 75. The Contractor shall achieve or exceed the Section 3 benchmarks established at 24 CFR 75.23: (a) twenty-five percent (25%) or more of the total number of labor hours worked by all workers on a Section 3 project are Section 3 workers; and (b) five percent (5%) or more of the total number of labor hours worked by all workers on a Section 3 project are Targeted Section 3 workers. The Contractor shall document efforts to meet the benchmarks and shall report Section 3 labor hours in the PHA's Section 3 Reporting Form.

SC-15 Public Records — Contractor's Duties

Pursuant to Section 119.0701, Florida Statutes, the Contractor shall, at all times, comply with the Florida Public Records Law. The notice block in Subsection 2.17 of Section 3 (Instructions to Bidders) is incorporated herein and shall be repeated in any subcontract.

SC-17 Conflict with General Conditions

In the event of a conflict between these Supplementary Conditions and Form HUD-5370, the provision that imposes the stricter requirement and is consistent with federal law shall apply. Nothing in these Supplementary Conditions shall be construed to waive or modify any federal requirement.

SECTION 11 — TECHNICAL SPECIFICATIONS (SCOPE OF WORK)

LIVE OAK HOMES — FULL SITE DEMOLITION AND CLEARING

Project Location: New Smyrna Beach, Florida

Jurisdiction:

- City of New Smyrna Beach — Engineering & Building Department
- New Smyrna Beach Utilities
- Saint Johns River Water Management District

1. Project Overview

This Project consists of the complete demolition, removal, and site clearing down to grade suitable for new construction of the existing improvements on the site, including the following:

- Twenty-two (22) residential buildings.
- One (1) maintenance shop.
- Twenty-two (22) storage units.
- Existing lift station.
- Existing sidewalks and concrete drive lanes.
- Existing storm drainage infrastructure.
- Domestic water and sanitary sewer service lines to utility shutoff points.
- Electrical service from the utility pole to structures (New Smyrna Beach Utilities).
- Existing playground equipment and associated footings.
- Outdoor clothes hanger structures.
- Partial perimeter wood fencing.
- Non-City owned signage.

Exception: Three (3) existing Live Oak trees (*Quercus virginiana*) are designated as protected and shall remain. All Work within proximity of these trees shall be performed in coordination with the project arborist and in accordance with City requirements.

2. Applicable Codes and Regulations

All demolition and clearing activities shall comply with the following, which are incorporated into this Scope of Work by reference:

2.1 Local

- City of New Smyrna Beach Code of Ordinances.
- Land Development Regulations (LDRs) — tree protection, site clearing, and stormwater.
- Engineering Department standards for utility abandonment and site preparation.
- Building Department demolition permitting requirements.
- New Smyrna Beach Utilities

- Environmental Resource Permitting Saint Johns River Water Management District (SJRWMD)

2.2 State of Florida

- Florida Building Code, 8th Edition (2023).
- Florida Fire Prevention Code.
- Florida Department of Environmental Protection (FDEP) regulations.
- Florida Statutes Chapter 403 — Environmental Control; Chapter 469 — Asbestos Abatement.
- Florida Administrative Code Chapters 62-4, 62-257 (Asbestos), 62-730 (Hazardous Waste), and 62-701 (Solid Waste).

2.3 Federal

- OSHA 29 CFR 1926 Subpart T — Demolition.
- EPA NESHAP — 40 CFR Part 61, Subpart M (Asbestos).
- Clean Water Act — stormwater and discharge compliance (33 U.S.C. § 1251 et seq.; 40 CFR Part 122).
- RCRA — 40 CFR Parts 260–273 (Hazardous Waste).
- TSCA — 15 U.S.C. § 2601 et seq.; 40 CFR Part 745 (Lead).

3. Permitting and Pre-Construction Requirements

Prior to commencement of demolition activities, the Contractor shall:

- Obtain demolition permits from the City of New Smyrna Beach.
- Submit a demolition site plan identifying all structures, utilities, and protected trees (this is being prepared by the project civil engineer).
- Submit utility disconnect confirmations.
- Submit environmental assessment reports, including the asbestos survey and lead-based paint assessment.
- Submit a Tree Protection Plan prepared and sealed by a Certified Arborist.
- File a Notice of Commencement in accordance with Section 713.13, Florida Statutes, with the Volusia County Clerk of Court, and post a certified copy at the job site.
- File FDEP Notification of Demolition and Renovation (NOD) at least ten (10) working days prior to commencement.
- Coordinate with the City Engineering and building Department for pre-demolition review.

4. Pre-Demolition Requirements

4.1 Hazardous Materials Assessment

The Contractor shall retain a Florida-licensed asbestos consultant to perform an asbestos survey in accordance with 40 CFR Part 61, Subpart M, and identify and abate, by a Florida-licensed asbestos abatement contractor, all asbestos-containing materials prior to demolition. The Contractor shall also identify, and abate or manage in accordance with applicable law, lead-based paint and other regulated materials, including PCB-containing ballasts, mercury-containing devices, CFC-containing appliances, and universal wastes.

4.2 Utility Disconnections

All utilities shall be disconnected, capped, and verified prior to demolition:

- Electrical: Disconnection at pole by New Smyrna Beach Utilities.
- Water: Shutoff and cap at utility connection.
- Sanitary Sewer: Cap at main or approved termination point.
- Lift Station: Coordinate decommissioning with City/New Smyrna Beach Utilities department.
- Documentation of disconnections shall be provided to the City and PHA prior to demolition.

4.3 Tree Protection (Critical Requirement)

The three (3) protected Live Oak trees shall remain undisturbed. The Contractor shall coordinate with the project arborist to establish Tree Protection Zones (TPZ) at the dripline or as specified by the arborist, install protective fencing, and prohibit grading, excavation, equipment operation, stockpiling, or vehicle traffic within the TPZ unless approved in writing by the arborist. Compliance with the City LDRs and arborist recommendations is required. Damage to a protected tree shall subject the Contractor to liquidated damages in accordance with City LDRs, in addition to restoration and replacement costs.

5. Demolition Scope of Work

5.1 Structural Demolition

Demolish and remove twenty-two (22) residential buildings, the maintenance shop, and twenty-two (22) storage units. Remove foundations and slabs unless otherwise directed in writing. Perform controlled mechanical demolition in accordance with OSHA 29 CFR 1926.850–.860.

5.2 Lift Station Removal

Decommission and remove all pumps, controls, piping, and electrical components. Remove the wet well and associated structures as directed by the City. Properly abandon or remove underground elements in accordance with City Engineering standards.

5.3 Hardscape and Site Features

Remove and dispose of all sidewalks, concrete drive lanes, playground equipment and footings, outdoor clothes hanger structures, partial perimeter wood fencing, and non-City owned signage.

5.4 Utility Removal

Remove water service lines to shutoff, sanitary sewer lines to main connection, and electrical service from pole to structures. Cap and abandon in accordance with City standards.

5.5 Storm Drain System Removal

Remove catch basins, storm piping, and drainage structures. Properly abandon connections in accordance with City Engineering requirements.

6. Demolition Methods and Sequencing

6.1 Sequence of Work

- Install erosion and tree protection controls.
- Verify utility disconnections.
- Perform hazardous material abatement.
- Interior strip-out.
- Structural demolition.
- Hardscape and utility removal.

- Storm system removal.
- Final grading and site stabilization.

6.2 Equipment

- Hydraulic excavators with demolition attachments.
- Loaders and skid steers.
- Dump trucks.
- Water trucks for dust suppression.

7. Safety Requirements

All Work shall comply with OSHA 29 CFR 1926, including but not limited to:

- Controlled demolition procedures (Subpart T).
- Fall protection and worker safety (Subpart M).
- Excavation safety (Subpart P).
- Hazard communication and hazardous substances (Subpart Z).
- Equipment exclusion zones.
- Daily safety briefings and toolbox talks.
- Designation of a Competent Person onsite as defined in 29 CFR 1926.32(f).

Public safety measures shall include:

- Secure perimeter fencing.
- Warning signage.
- Traffic control in accordance with the MUTCD.

8. Environmental Controls

8.1 Dust Control

- Continuous water application during demolition and hauling.
- Minimize airborne debris; cover loads.

8.2 Stormwater and Erosion Control

- Install BMPs in accordance with FDEP and City standards.
- Prevent sediment discharge into the storm system.
- Maintain silt fencing, inlet protection, and stabilized construction entrances.

8.3 Noise Control

Comply with the City of New Smyrna Beach Noise Ordinance. Limit hours of operation as required by the City.

9. Debris Management

Segregate materials for recycling to the maximum extent feasible, including concrete, metals, and wood. Dispose of all materials at licensed facilities in accordance with Chapter 62-701, F.A.C. Maintain haul and disposal records, including tipping tickets, and provide copies to the PHA with monthly pay applications. The Contractor shall comply with 2 CFR 200.323 (recovered materials) and shall submit a Debris Management Plan within fifteen (15) calendar days after Notice to Proceed.

10. Site Restoration

Upon completion of demolition, the Contractor shall:

- Remove all debris and subsurface obstructions.
- Backfill all excavations with clean fill.
- Compact fill to the density specified by the City and/or geotechnical engineer.
- Rough grade the site for future construction.
- Stabilize soils to prevent erosion in accordance with the SWPPP.

11. Inspections and Closeout

- Coordinate all inspections with the City of New Smyrna Beach.
- Provide utility disconnect confirmations.
- Provide disposal documentation (tipping tickets) and recycling records.
- Provide tree protection compliance verification by the project arborist.
- Provide Davis-Bacon certified payroll reports and Section 3 labor hour reports.
- Obtain final site approval from the City.
- Submit consent of surety, final lien waivers, and all warranties.

12. Warranty

The Contractor shall warrant the Work against defects in materials and workmanship for a period of one (1) year from the date of Final Completion, in accordance with Form HUD-5370.

EXHIBITS

The following exhibits are incorporated into these Bid Documents and form a part of the Contract:

- Exhibit A: Form HUD-5369, Instructions to Bidders for Contracts — Public and Indian Housing Programs (10/2002).
- Exhibit B: Form HUD-5369-A, Representations, Certifications, and Other Statements of Bidders (11/1992).
- Exhibit C: Form HUD-5370, General Conditions for Construction Contracts — Public Housing Programs (5/2006).
- Exhibit D: U.S. Department of Labor Davis-Bacon Wage Determination for Volusia County, Florida (current edition in effect 10 days prior to bid opening).
- Exhibit E: Site Plan and Survey.
- Exhibit F: Pre-Demolition Asbestos Survey and Lead-Based Paint Assessment (if available at issuance; otherwise to be provided by addendum).
- Exhibit G: Tree Protection Plan / Arborist Report.
- Exhibit H: Section 3 Reporting Form.
- Exhibit I: Certified Payroll Form WH-347.
- Exhibit J: PHA Procurement Policy (or relevant excerpts).

Copies of all HUD forms are available from HUD.gov. Bidders are responsible for ensuring they are using the most current official version of each form.

~ END OF INVITATION FOR BIDS ~