

**CITY OF DELRAY BEACH
STATE HOUSING INITIATIVES PROGRAM
HOUSING REHABILITATION PROGRAM AGREEMENT**

BETWEEN

THE CITY OF DELRAY BEACH

and

CJ CONTRACTING, LLC. (CONTRACTOR)

and

DEBBIE SHOUN (OWNER)

BID # 2016-122

This **SHIP Agreement** (“Agreement”) is made by and between the City of Delray Beach, a Florida municipal corporation (hereinafter referred to as “City”), whose address is 100 NW 1st Avenue, Delray Beach, FL 33444; CJ CONTRACTING, LLC., a Florida Corporation (hereinafter referred to as “Contractor”), whose address is 11924 Forest Hill Blvd. Wellington, FL 33414; and Debbie Shoun, (hereinafter referred to as “Owner”), 239 NE 9th Street, Delray Beach, FL 33444 this _____ day of _____, 2017

WHEREAS, the City has been allocated State Housing Initiatives Partnership Funds through the Florida Housing Finance Corporation (FHFC) to provide for the renovation or repair of existing substandard homes (“Housing Rehabilitation Grant”).

WHEREAS, Debbie Shoun (“Owner”) is the beneficiary of a Housing Rehabilitation Grant for the repair or renovation of the property that she owns and occupies, located at 239 NE 9th Street, Delray Beach, FL 33444 (“Property”), which is legally described as follows:

Lot 26, Block 9, DELL PARK, according to the Plat recorded in Plat Book 8, page 56, as recorded in the Public Records of Palm Beach County, Florida; said land situate, lying and being in Palm Beach County, Florida.

P I D # 12-43-46-09-28-009-0260

WHEREAS, the City issued Invitation to Bid # 2016-122 “NS Housing Rehabilitation Program 14-481” on July 6, 2016 for housing rehabilitation work to be conducted at Property (“Project”). City awarded the bid to Contractor after finding it was the lowest responsive, responsible bidder.

WITNESSETH:

In consideration of the mutual terms, conditions, promises, covenants, and payments hereinafter set forth, the City, the Contractor, and the Owner agree as follows:

ARTICLE 1

DEFINITIONS AND IDENTIFICATIONS

The following definitions apply unless the context in which the word or phrase is used requires a different definition:

- 1.1 **Agreement** - This Agreement includes Articles 1 through 11, the exhibits and documents that are expressly incorporated herein by reference.
- 1.2 **Board** - The City Commission of Delray Beach, Florida.
- 1.3 **Contract Administrator** - The Delray Beach City Manager or the Director of the Delray Beach Neighborhood Services Division. The primary responsibilities of the Contract Administrator are to coordinate and communicate with Contractor and to manage and supervise execution and completion of the Scope of Services and the terms and conditions of this Agreement as set forth herein. In the administration of this Agreement, as contrasted with matters of policy, all Parties may rely on the instructions or determinations made by the Contract Administrator; provided, however, that such instructions and determinations do not change the Scope of Services.
- 1.4 **City Manager** - The administrative head of City appointed by the Board.
- 1.5 **City Attorney** - The chief legal counsel for City appointed by the Board.
- 1.6 **Project** - The Project consists of the services described in Article 2.
- 1.7 **Program Manager** - The Director of the Delray Beach Neighborhood Services Division, or his or her designee. The Program Manager shall decide all disputes between the Owner and Contractor arising out of or related to the Scope of Services.

ARTICLE 2

SCOPE OF SERVICES

- 2.1 Contractor shall perform all work identified in this Agreement and Exhibit "A". The Scope of Services is a description of Contractor's obligations and responsibilities and is deemed to include preliminary considerations and prerequisites, and all labor, materials, equipment, and tasks which are such an inseparable part of the work described that exclusion would render performance by Contractor impractical, illogical, or unconscionable.

- 2.2 Contractor acknowledges that the Contract Administrator has no authority to make changes that would increase, decrease, or otherwise modify the Scope of Services to be provided under this Agreement.
- 2.3 The Contractor shall furnish all supervision, technical personnel, labor, materials, equipment and all other appurtenance thereto and perform and complete all work in accordance with the contract documents as prepared by the City of Delray Beach.

ARTICLE 3

TERM AND TIME OF PERFORMANCE

- 3.1 The term of this Agreement shall begin on the date it is fully executed by the Parties and shall end on **sixty (60) days after the date the building permit for the work described in Exhibit A is issued**. The continuation of this Agreement beyond the end of any fiscal year shall be subject to both the appropriation and the availability of funds in accordance with Florida law.
- 3.2 All duties, obligations, and responsibilities of Contractor required by this Agreement shall be completed no later than **sixty (60) days after the date the building permit for the work described in Exhibit A is issued**. Time shall be deemed to be of the essence in performing the duties, obligations, and responsibilities required by this Agreement.
- 3.3 In the event services are scheduled to end due to the expiration of this Agreement, the Contractor agrees that it shall continue service upon the request of the Contract Administrator. The extension period shall not extend for greater than three months beyond the term of the Agreement. The Contractor shall be compensated for the service at the rate in effect when the extension is invoked by the City upon the same terms and conditions as contained in this Agreement as amended.

ARTICLE 4

COMPENSATION

- 4.1 City will pay Contractor, CJ Contracting, LLC., the total of **Fifty-Three Thousand One Hundred Seventy-Two Dollars and 00/100 Cents (\$53,172.00)** for all reimbursables provided for in Section 4.2, which amounts shall be accepted by Contractor as full compensation for all such work and expenses. Such funds represent the Housing Rehabilitation Grant paid on behalf of the Owner, which have been furnished to the City from the State Housing Initiatives Partnership Program through the Florida Housing Finance Corporation. Contractor acknowledges that this amount is the maximum payable and constitutes a limitation upon City's obligation to compensate Contractor for its services and expenses related to this Agreement. This maximum amount, however, does not constitute a limitation, of any sort, upon Contractor's obligation to perform all items of work required by or which can be reasonably inferred from the Scope of Services.

4.2 METHOD OF BILLING AND PAYMENT

4.2.1 Contractor may submit invoices for compensation only after the services for which the invoices are submitted have been completed. Partial payments equal to 90% of the value of the work in place, not to exceed 75% of the contract amount may be made. All payment requests will require Owner's signature. However, the City shall not be stopped from distributing funds if the City determines that the Owner has unreasonably failed to sign a payment request.

An original invoice plus one copy are due within fifteen (15) days of the end of the month except the final invoice which must be received no later than sixty (60) days after this Agreement expires. Invoices shall designate the nature of the services performed.

4.2.2 City shall pay Contractor within thirty (30) calendar days of receipt of Contractor's proper invoice, or as required by Florida Law. To be deemed proper, all invoices must comply with the requirements set forth in this Agreement and must be submitted on the form and pursuant to instructions prescribed by the Contract Administrator. Payment may be withheld for failure of Contractor to comply with a term, condition, or requirement of this Agreement.

4.2.3 Final payment will be made after:

1. The Contractor executes a lien release and warranty on forms furnished by the City, relative to work performed, materials furnished, and certification that all amounts due for labor and/or materials have been paid. The Contractor, by execution of the contract, holds the City and property owner harmless from all claims or liens for labor or materials furnished or used in performance of the work covered by this contract, whether furnished or used by the Contractor or any subcontractor.

2. The contractors and the Owner agree to defend, indemnify, and hold harmless the City and its officers, agents, and employees from and against any and all suits, claims, actions, legal proceedings, demands, or liabilities (and any and all costs, expenses, liabilities, including attorney's fees associated therewith, made against the City which arise, directly, or indirectly from the Contractor's or Owner's negligent acts, errors or admission during performance under this agreement).

3. The City conducts a final inspection and approves and accepts all work performed by the Contractor. Final acceptance of the job shall not subject the City to any legal responsibility or liability of any kind. The parties agree that the City does not have any responsibilities under this contract either express or implied, except to settle disputes between the parties which do not constitute a breach of contract, to conduct a final inspection to approve work performed by

the Contractor, and to hold and distribute funds. In the event that the performance by the Contractor is unsatisfactory or unacceptable for any reason, the Contractor agrees to correct any deficiencies at no additional cost to the City.

4. The Contractor will guarantee that all work performed is free from defects for a period of one year from the date of final acceptance of all work required by the contract. If any defects appear during the warranty year, the Contractor will correct as expeditiously as possible.

4.3 Notwithstanding any provision of this Agreement to the contrary, City may withhold, in whole or in part, payment to the extent necessary to protect itself from loss on account of inadequate or defective work which has not been remedied or resolved in a manner satisfactory to the Contract Administrator or failure to comply with this Agreement. The amount withheld shall not be subject to payment of interest by City.

4.4 Payment shall be made to Contractor at:

CJ Contracting, LLC.
11924 Forest Hill Blvd.
Wellington, FL 33414

ARTICLE 5

INDEMNIFICATION

Contractor shall at all times hereafter indemnify, hold harmless and, at the City Attorney's option, defend or pay for an attorney selected by the City Attorney to defend City, its officers, agents, servants, and employees from and against any and all causes of action, demands, claims, losses, liabilities and expenditures of any kind, including attorney fees, court costs, and expenses, caused or alleged to be caused by any intentional, negligent, or reckless act of, or omission of, Contractor, its employees, agents, servants, or officers, or accruing, resulting from, or related to the subject matter of this Agreement including, without limitation, any and all claims, losses, liabilities, expenditures, demands or causes of action of any nature whatsoever resulting from injuries or damages sustained by any person or property. In the event any lawsuit or other proceeding is brought against City by reason of any such claim, cause of action, or demand, Contractor shall, upon written notice from City, resist and defend such lawsuit or proceeding by counsel satisfactory to City or, at City's option, pay for an attorney selected by City Attorney to defend City. The obligations of this section shall survive the expiration or earlier termination of this Agreement. To the extent considered necessary by the Contract Administrator and the City Attorney, any sums due Contractor under this Agreement may be retained by City until all of City's claims for indemnification pursuant to this Agreement have been settled or otherwise resolved. Any amount withheld shall not be subject to payment of interest by City.

PURSUANT TO SECTION 558.0035, FLORIDA STATUTES, AN INDIVIDUAL EMPLOYEE OR AGENT OF SECOND PARTY MAY NOT BE HELD INDIVIDUALLY LIABLE FOR NEGLIGENCE.

ARTICLE 6

INSURANCE

- 6.1 Contractor shall maintain at its sole expense, at all times during the term of this Agreement (unless a different time period is otherwise stated herein), at least the minimum insurance coverage designated in Exhibit "B" in accordance with the terms and conditions stated in this Article.
- 6.2 Such policies shall be issued by companies authorized to do business in the State of Florida, with a minimum AM Best financial rating of A-. Coverage shall be provided on forms no more restrictive than the latest edition of the applicable form filed by the Insurance Services Office. Contractor shall name City as an additional insured under the primary and non-contributory Commercial General Liability policy, Business Automobile Liability policy as well as on any Excess Liability policy. The official title of the Certificate Holder is City of Delray Beach, Florida. This official title shall be used in all insurance documentation.
- 6.3 Within fifteen (15) days of notification of award, Contractor shall provide to City proof of insurance in the form of Certificate(s) of Insurance and applicable endorsements, Declaration pages, or insurance policies evidencing all insurance required by this Article. City reserves the right to obtain a certified copy of any policies required by the Article upon request. Coverage is not to cease and is to remain in force until the City determines all performance required of Contractor is completed. For Professional Liability Insurance, coverage shall remain in force for two (2) years after the completion of services unless a different time period is stated in Exhibit "B." City shall be notified of any restriction or cancellation of coverage within thirty (30) days. If any of the insurance coverage will expire prior to the completion of the work, proof of insurance renewal shall be provided to City upon expiration.
- 6.4 City reserves the right to review and revise any insurance requirements at the time of renewal or amendment of this Agreement, including, but not limited to, deductibles, limits, coverage, and endorsements.
- 6.5 If Contractor uses a subconsultant or subcontractor, Contractor shall ensure that each subconsultant or subcontractor names "City of Delray Beach, Florida" as an additional insured under the subconsultant's or subcontractor's Commercial General Liability, Business Automobile Liability, and Excess/Umbrella policies.

ARTICLE 7

TERMINATION

- 7.1 This Agreement may be terminated for cause by the aggrieved party if the party in breach has not corrected the breach within ten (10) days after receipt of written notice from the aggrieved party identifying the breach. This Agreement may also be terminated for convenience by the Board. Termination for convenience by the Board shall be

effective on the termination date stated in written notice provided by City, which termination date shall be not less than thirty (30) days after the date of such written notice. This Agreement may also be terminated by the City Manager upon such notice as the City Manager deems appropriate under the circumstances in the event the City Manager determines that termination is necessary to protect the public health, safety, or welfare. If City erroneously, improperly, or unjustifiably terminates for cause, such termination shall be deemed a termination for convenience, which shall be effective thirty (30) days after such notice of termination for cause is provided.

- 7.2 This Agreement may be terminated for cause for reasons including, but not limited to, Contractor's repeated (whether negligent or intentional) submission for payment of false or incorrect bills or invoices, failure to suitably perform the work, or failure to continuously perform the work in a manner calculated to meet or accomplish the objectives as set forth in this Agreement. The Agreement may also be terminated for cause if the Contractor is placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List created pursuant to Section 215.473, Florida Statutes, or if the Contractor provides a false certification submitted pursuant to Section 287.135, Florida Statutes. This Agreement may also be terminated by the Board:
- 7.3 Notice of termination shall be provided in accordance with the "NOTICES" section of this Agreement except that notice of termination by the City Manager, which the City Manager deems necessary to protect the public health, safety, or welfare may be verbal notice that shall be promptly confirmed in writing in accordance with the "NOTICES" section of this Agreement.
- 7.4 In the event this Agreement is terminated for convenience, Contractor shall be paid for any services properly performed under the Agreement through the termination date specified in the written notice of termination. Contractor acknowledges that it has received good, valuable and sufficient consideration from City, the receipt and adequacy of which are, hereby acknowledged by Contractor, for City's right to terminate this Agreement for convenience.
- 7.5 In the event this Agreement is terminated for any reason, any amounts due Contractor shall be withheld by City until all documents are provided to City pursuant to Section 9.1 of Article 8.

ARTICLE 8

ORDER OF PRECEDENCE

- 8.1 The documents listed below are a part of this Agreement and are hereby incorporated by reference. In the event of an inconsistency between the documents, unless otherwise provided herein, the terms of the following agreements will govern in the following order of preference.

- i. Terms and Conditions contained in this Agreement
- ii. RFP No. 2016-122 “NS Housing Rehabilitation Program 14-481” dated July 6, 2016 and all its addenda
- iii. Contractor’s signed response to RFP 2016-122, and any subsequent information submitted by Contractor during the evaluation process
- iv. Lien Agreement
- v. Memorandum of Understanding
- vi. Notice to Proceed
- vii. Payment Requests
- viii. Warranty documents
- ix. Lead Based Paint Receipt and Booklet (if required)
- x. Subordination Policy Agreement (if required)

ARTICLE 9

LEAD BASED PAINT

- 9.1 In accordance with the Lead Based Paint Poisoning Prevention Act, no lead based paints shall be used in any area intended for human habitation.

ARTICLE 10

NON-DISCRIMINATION

- 10.1 No party to this Agreement may discriminate on the basis of race, color, sex, religion, national origin, disability, age, marital status, political affiliation, sexual orientation, pregnancy, or gender identity and expression in the performance of this Agreement. Failure by Contractor to carry out any of these requirements shall constitute a material breach of this Agreement, which shall permit the City, to terminate this Agreement or to exercise any other remedy provided under this Agreement, or under the Delray Beach Code of Ordinances or under applicable law, with all of such remedies being cumulative.

Contractor shall include the foregoing or similar language in its contracts with any subcontractors or subconsultants, except that any project assisted by the U.S. Department of Transportation funds shall comply with the non - discrimination requirements in 49 C.F.R. Parts 23 and 26. Failure to comply with the foregoing requirements is a material breach of this Agreement, which may result in the termination of this Agreement or such other remedy as City deems appropriate.

Contractor shall not unlawfully discriminate against any person in its operations and activities or in its use or expenditure of funds in fulfilling its obligations under this Agreement and shall not otherwise unlawfully discriminate in violation of any State or Federal law. Contractor shall affirmatively comply with all applicable provisions of the Americans with Disabilities Act (ADA) in the course of providing any services funded by City, including Titles I and II of the ADA (regarding nondiscrimination on the basis of

disability), and all applicable regulations, guidelines, and standards. In addition, Contractor shall take affirmative steps to prevent discrimination in employment against disabled persons.

By execution of this Agreement, Contractor represents that it has not been placed on the discriminatory vendor list as provided in Section 287.134, Florida Statutes. City hereby materially relies on such representation in entering into this Agreement. An untrue representation of the foregoing shall entitle City to terminate this Agreement and recover from Contractor all monies paid by City pursuant to this Agreement, and may result in debarment from City's competitive procurement activities.

ARTICLE 11

MISCELLANEOUS

11.1 RIGHTS IN DOCUMENTS AND WORK

Any and all reports, photographs, surveys, and other data and documents provided or created in connection with this Agreement are and shall remain the property of City, and, if a copyright is claimed, Contractor grants to City a non-exclusive license to use the copyrighted item(s) indefinitely, to prepare derivative works, and to make and distribute copies to the public. In the event of termination of this Agreement, any reports, photographs, surveys, and other data and documents prepared by Contractor, whether finished or unfinished, shall become the property of City and shall be delivered by Contractor to the Contract Administrator within seven (7) days of termination of this Agreement by either party. Any compensation due to Contractor shall be withheld until all documents are received as provided herein.

11.2 PUBLIC RECORDS

IF THE SECOND PARTY HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE SECOND PARTY'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT CITY OF DELRAY BEACH, CITY CLERK, 100 N.W. 1ST AVE., DELRAY BEACH FLORIDA.

Second Party shall comply with public records laws, specifically to:

- i. Keep and maintain public records required by the City to perform the service.
- ii. Upon request from the City's custodian of public records, provide the City with a copy of the requested records or allow the records to be inspected

or copied within a reasonable time at a cost that does not exceed the cost provided in Florida Statute or as otherwise provided by law.

- iii. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the Agreement term and following completion of the Agreement if the Second Party does not transfer the records to the City.
- iv. Upon completion of the Agreement, transfer, at no cost, to the City all public records in possession of the Second Party or keep and maintain public records required by the City to perform the service. If the Second Party transfers all public records to the City upon completion of the Agreement, the Second Party shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Second Party keeps and maintains public records upon completion of the Agreement, the Second Party shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the City, upon request from the City's custodian of public records, in a format that is compatible with the information technology systems of the City.
- v. If the Second Party does not comply with this section, the City shall enforce the contract provisions in accordance with the contract and may unilaterally cancel this contract in accordance with state law.

11.3 INSPECTOR GENERAL

Contractor is aware that the Inspector General of Palm Beach County has the authority to investigate and audit matters relating to the negotiation and performance of this contract, and may demand and obtain records and testimony from Contractor and its sub licensees and lower tier sub licensees. Contractor understands and agrees that in addition to all other remedies and consequences provided by law, the failure of Contractor or its sub licensee or lower tier sub licensees to fully cooperate with the Inspector General when requested may be deemed by the City to be a material breach of this Agreement justifying its termination.

11.4 AUDIT RIGHTS, AND RETENTION OF RECORDS

City shall have the right to audit the books, records, and accounts of Contractor and its subcontractors that are related to this Project. Contractor and its subcontractors shall keep such books, records, and accounts as may be necessary in order to record complete and correct entries related to the Project. All books, records, and accounts of Contractor and its subcontractors shall be kept in written form, or in a form capable of conversion into written form within a reasonable time, and upon request to do so,

Second Party or its subcontractor, as applicable, shall make same available at no cost to City in written form.

Contractor and its subcontractors shall preserve and make available, at reasonable times for examination and audit by City, all financial records, supporting documents, statistical records, and any other documents pertinent to this Agreement for the required retention period of the Florida Public Records Act, Chapter 119, Florida Statutes, if applicable, or, if the Florida Public Records Act is not applicable, for a minimum period of three (3) years after termination of this Agreement. If any audit has been initiated and audit findings have not been resolved at the end of the retention period or three (3) years, whichever is longer, the books, records, and accounts shall be retained until resolution of the audit findings. Any incomplete or incorrect entry in such books, records, and accounts shall be a basis for City's disallowance and recovery of any payment upon such entry.

Contractor shall ensure that the requirements of this Section 11.3 are included in all agreements with its subcontractor(s).

11.5 TRUTH-IN-NEGOTIATION REPRESENTATION

Contractor's compensation under this Agreement is based upon representations supplied to City by Contractor, and Contractor certifies that the information supplied is accurate, complete, and current at the time of contracting. City shall be entitled to recover any damages it incurs to the extent such representation is untrue.

11.6 PUBLIC ENTITY CRIME ACT

Contractor represents that the execution of this Agreement will not violate the Public Entity Crime Act, Section 287.133, Florida Statutes, which essentially provides that a person or affiliate who is a contractor, consultant, or other provider and who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid on a contract to provide any goods or services to City, may not submit a bid on a contract with City for the construction or repair of a public building or public work, may not submit bids on leases of real property to City, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with City, and may not transact any business with City in excess of the threshold amount provided in Section 287.017, Florida Statutes, for category two purchases for a period of thirty-six (36) months from the date of being placed on the convicted vendor list. Violation of this section shall result in termination of this Agreement and recovery of all monies paid by City pursuant to this Agreement, and may result in debarment from City's competitive procurement activities.

In addition to the foregoing, Contractor further represents that there has been no determination, based on an audit, that it committed an act defined by Section 287.133, Florida Statutes, as a "public entity crime" and that it has not been formally charged with

committing an act defined as a "public entity crime" regardless of the amount of money involved or whether Contractor has been placed on the convicted vendor list.

11.7 INDEPENDENT CONTRACTOR

Contractor is an independent contractor under this Agreement. Services provided by Contractor pursuant to this Agreement shall be subject to the supervision of Contractor. In providing such services, neither Contractor nor its agents shall act as officers, employees, or agents of City. No partnership, joint venture, or other joint relationship is created hereby. City does not extend to Contractor or Contractor's agents any authority of any kind to bind City in any respect whatsoever.

11.8 THIRD PARTY BENEFICIARIES

Neither Contractor, Owner, nor City intends to directly or substantially benefit a third party by this Agreement. Therefore, the Parties acknowledge that there are no third party beneficiaries to this Agreement and that no third party shall be entitled to assert a right or claim against either of them based upon this Agreement.

11.9 NOTICES

Whenever either Party desires to give notice to the other, such notice must be in writing, sent by certified United States Mail, postage prepaid, return receipt requested, or sent by commercial express carrier with acknowledgement of delivery, or by hand delivery with a request for a written receipt of acknowledgment of delivery, addressed to the party for whom it is intended at the place last specified. The place for giving notice shall remain the same as set forth herein until changed in writing in the manner provided in this section. For the present, the Parties designate the following:

For City:

City Manager
City of Delray Beach
100 N.W. 1st Avenue
Delray Beach, Florida 33444

For Contractor:

CJ Contracting, LLC.
11924 Forest Hill Blvd.
Wellington, FL 33414

For Owner

Debbie Shoun
239 NE 9th Street
Delray Beach, FL 33444

11.10 ASSIGNMENT AND PERFORMANCE

Neither this Agreement nor any right or interest herein shall be assigned, transferred, or encumbered without the written consent of all Parties. In addition, Contractor shall not subcontract any portion of the work required by this Agreement, except as may specifically provided for herein. Notwithstanding the Termination provision of this Agreement, City may terminate this Agreement, effective immediately, if there is any assignment, or attempted assignment, transfer, or encumbrance, by Contractor of this Agreement or any right or interest herein without City's written consent.

Contractor represents that each person who will render services pursuant to this Agreement is duly qualified to perform such services by all appropriate governmental authorities, where required, and that each such person is reasonably experienced and skilled in the area(s) for which he or she will render his or her services.

Contractor shall perform its duties, obligations, and services under this Agreement in a skillful and respectable manner. The quality of Contractor's performance and all interim and final product(s) provided to or on behalf of City shall be comparable to the best local and national standards.

11.11 CONFLICTS

Neither Contractor nor its employees shall have or hold any continuing or frequently recurring employment or contractual relationship that is substantially antagonistic or incompatible with Contractor's loyal and conscientious exercise of judgment and care related to its performance under this Agreement.

None of Contractor's officers or employees shall, during the term of this Agreement, serve as an expert witness against City in any legal or administrative proceeding in which he, she, or Contractor is not a party, unless compelled by court process. Further, such persons shall not give sworn testimony or issue a report or writing, as an expression of his or her expert opinion, which is adverse or prejudicial to the interests of City in connection with any such pending or threatened legal or administrative proceeding unless compelled by court process. The limitations of this section shall not preclude Contractor or any persons in any way from representing themselves, including giving expert testimony in support thereof, in any action or in any administrative or legal proceeding.

In the event Contractor is permitted pursuant to this Agreement to utilize subcontractors to perform any services required by this Agreement, Contractor shall require such subcontractors, by written contract, to comply with the provisions of this section to the same extent as Contractor.

11.12 MATERIALITY AND WAIVER OF BREACH

Each requirement, duty, and obligation set forth herein was bargained for at arm's-length and is agreed to by the Parties. Each requirement, duty, and obligation set forth herein is

substantial and important to the formation of this Agreement, and each is, therefore, a material term hereof.

City's failure to enforce any provision of this Agreement shall not be deemed a waiver of such provision or modification of this Agreement. A waiver of any breach of a provision of this Agreement shall not be deemed a waiver of any subsequent breach and shall not be construed to be a modification of the terms of this Agreement.

11.13 COMPLIANCE WITH LAWS

Contractor shall comply with all applicable federal, state, and local laws, codes, ordinances, rules, and regulations in performing its duties, responsibilities, and obligations pursuant to this Agreement.

11.14 SEVERANCE

In the event a portion of this Agreement is found by a court of competent jurisdiction to be invalid, the remaining provisions shall continue to be effective unless City or Contractor elects to terminate this Agreement. An election to terminate this Agreement based upon this provision shall be made within seven (7) days of final court action, including all available appeals.

11.15 JOINT PREPARATION

The Parties and their counsel have participated fully in the drafting of this Agreement and acknowledge that the preparation of this Agreement has been their joint effort. The language agreed to expresses their mutual intent and the resulting document shall not, solely as a matter of judicial construction, be construed more severely against one of the Parties than the other. The language in this Agreement shall be interpreted as to its fair meaning and not strictly for or against any party.

11.16 INTERPRETATION

The headings contained in this Agreement are for reference purposes only and shall not affect in any way the meaning or interpretation of this Agreement. All personal pronouns used in this Agreement shall include the other gender, and the singular shall include the plural, and vice versa, unless the context otherwise requires. Terms such as "herein," "hereof," "hereunder," and "hereinafter," refer to this Agreement as a whole and not to any particular sentence, paragraph, or section where they appear, unless the context otherwise requires. Whenever reference is made to a Section or Article of this Agreement, such reference is to the Section or Article as a whole, including all of the subsections of such Section, unless the reference is made to a particular subsection or subparagraph of such Section or Article.

11.17 PRIORITY OF PROVISIONS

If there is a conflict or inconsistency between any term, statement, requirement, or provision of any exhibit attached hereto, any document or events referred to herein, or

any document incorporated into this Agreement by reference and a term, statement, requirement, or provision of Articles 1 through 11 of this Agreement, the term, statement, requirement, or provision contained in Articles 1 through 11 shall prevail and be given effect.

11.18 LAW, JURISDICTION, VENUE, WAIVER OF JURY TRIAL

This Agreement shall be interpreted and construed in accordance with and governed by the laws of the state of Florida. All Parties agree and accept that jurisdiction of any controversies or legal problems arising out of this Agreement, and any action involving the enforcement or interpretation of any rights hereunder, shall be exclusively in the state courts of the Fifteenth Judicial Circuit in Palm Beach County, Florida, and venue for litigation arising out of this Agreement shall be exclusively in such state courts, forsaking any other jurisdiction which either party may claim by virtue of its residency or other jurisdictional device. **BY ENTERING INTO THIS AGREEMENT, CONTRACTOR AND CITY HEREBY EXPRESSLY WAIVE ANY RIGHTS EITHER PARTY MAY HAVE TO A TRIAL BY JURY OF ANY CIVIL LITIGATION RELATED TO THIS AGREEMENT. IF A PARTY FAILS TO WITHDRAW A REQUEST FOR A JURY TRIAL IN A LAWSUIT ARISING OUT OF THIS AGREEMENT AFTER WRITTEN NOTICE BY THE OTHER PARTY OF VIOLATION OF THIS SECTION, THE PARTY MAKING THE REQUEST FOR JURY TRIAL SHALL BE LIABLE FOR THE REASONABLE ATTORNEYS' FEES AND COSTS OF THE OTHER PARTY IN CONTESTING THE REQUEST FOR JURY TRIAL, AND SUCH AMOUNTS SHALL BE AWARDED BY THE COURT IN ADJUDICATING THE MOTION.**

11.19 AMENDMENTS

The Parties may amend this Agreement to conform to changes in federal, state, or local laws, regulations, directives, and objectives. No modification, amendment, or alteration in the terms or conditions contained herein shall be effective unless contained in a written document prepared with the same or similar formality as this Agreement and executed by the Board and Contractor or others delegated authority to or otherwise authorized to execute same on their behalf.

11.20 PRIOR AGREEMENTS

This document represents the final and complete understanding of the Parties and incorporates or supersedes all prior negotiations, correspondence, conversations, agreements, and understandings applicable to the matters contained herein. There is no commitment, agreement, or understanding concerning the subject matter of this Agreement that is not contained in this written document. Accordingly, no deviation from the terms hereof shall be predicated upon any prior representation or agreement, whether oral or written.

11.21 PAYABLE INTEREST

11.21.1 Payment of Interest. Except as required by the Prompt Payment laws, City shall not be liable for interest for any reason, whether as prejudgment interest or for any other purpose, and in furtherance thereof Contractor waives, rejects, disclaims and surrenders any and all entitlement it has or may have to receive interest in connection with a dispute or claim based on or related to this Agreement.

11.21.2 Rate of Interest. In any instance where the prohibition or limitations of Section 11.21.1 are determined to be invalid or unenforceable, the annual rate of interest payable by City under this Agreement, whether as prejudgment interest or for any other purpose, shall be .025 percent simple interest (uncompounded).

11.22 INCORPORATION BY REFERENCE

The truth and accuracy of each "Whereas" clause set forth above is acknowledged by the Parties. The attached Exhibits A and B are incorporated into and made a part of this Agreement.

11.23 REPRESENTATION OF AUTHORITY

Each individual executing this Agreement on behalf of a party hereto hereby represents and warrants that he or she is, on the date he or she signs this Agreement, duly authorized by all necessary and appropriate action to execute this Agreement on behalf of such party and does so with full legal authority.

11.24 MULTIPLE ORIGINALS

Multiple copies of this Agreement may be executed by all Parties, each of which, bearing original signatures, shall have the force and effect of an original document.

11.25 DISPUTE RESOLUTION

All internal disputes between the Owner and Contractor arising out of or related to the work shall be decided by Program Administrators. All other disputes constituting a breach of this agreement, which cannot be resolved by the Owner and Contractor, shall be resolved by a Court of competent jurisdiction pursuant to the laws of the State of Florida with venue in Palm Beach County, Florida in accordance with Section 11.18.

IN WITNESS WHEREOF, the City, the Contractor, and Owner executed this Agreement as of the day and year first above written.

ATTEST:

CITY OF DELRAY BEACH

Chevelle Nubin, City Clerk

By: _____
City Manager

Approved as to form and legal sufficiency:

R. Max Lohman, City Attorney

CONTRACTOR, CJ Contracting, LLC.

By: _____

Print Name: _____

Title: _____

(SEAL)

STATE OF FLORIDA
COUNTY OF PALM BEACH

The foregoing instrument was acknowledged before me this ____ day of _____, 2017, by _____, as _____ (name of officer or agent, title of officer or agent), of _____ (name of corporation acknowledging), a _____ (state or place of incorporation) corporation, on behalf of the corporation. He/She is personally known to me or has produced _____ (type of identification) as identification

Notary Public – State of Florida

OWNER

By: _____

Print Name: _____

(SEAL)
STATE OF FLORIDA
COUNTY OF PALM BEACH

The foregoing instrument was acknowledged before me this ____ day of _____,
2017, by _____. He/She is personally known to me or has produced
_____ (type of identification) as identification

Notary Public – State of Florida

EXHIBIT A

SCOPE OF SERVICES

EXHIBIT B

INSURANCE REQUIREMENTS OF THE CITY OF DELRAY BEACH

Contractor shall not commence operations under the terms of this Agreement until certification or proof of insurance, detailing terms and provisions of coverage, has been received and approved by the City of Delray Beach Risk Management. If you have any questions call (561) 243-7150.

A. The successful contractor shall not commence any work in connection with an agreement until it has obtained all of the following types of insurance and has provided proof of same to the County, in the form of a certificate *prior* to the start of any work, nor shall the successful contractor allow any subcontractor to commence work on its subcontract until all similar insurance required of the subcontractor has been so obtained and approved. All insurance policies shall be with insurers qualified and doing business in Florida.

B. The successful contractor and/or subcontractor shall maintain the following types of insurance, with the respective limits:

1. AUTOMOBILE:

a. Combined Single Limit: \$300,000.00 per accident,

OR

b. Bodily Injury: \$300,000.00 per person,

AND

Property Damage: \$100,000.00 per accident;

2. GENERAL LIABILITY: Minimum limit of \$500,000 per occurrence and One Million Dollars (\$1,000,000.00) in the aggregate annually providing coverage for Premises and Operations, Products and Completed Operations, Fire Legal Liability, and Personal and Advertising Injury Liability. Insurance Policies must be obtained through insurance companies that are authorized to transact business in the State of Florida by the Department of Financial Services, and they must carry a minimum rating of A.M. Best of A- as to management and VII as to financial size.

3. GENERAL AGGREGATE: Two Million Dollars (\$2,000,000.00);

4. EXCESS COVERAGE: One Million Dollars (\$1,000,000.00);

5. PRODUCTS LIABILITY: Two Million Dollars (\$2,000,000.00);

6. WORKERS' COMPENSATION: Covering all employees and providing benefits as required by Florida Statute 440 and Employers' liability insurance which covers the statutory obligation for all persons engaged in the performance of the work required hereunder with limits not less than One Million Dollars (\$1,000,000.00) per occurrence regardless of the size of your firm. Contractor further agrees to be responsible for employment, control and conduct of its employees and for any injury

sustained by such employees in the course and scope of their employment.. Evidence of qualified self-insurance status will suffice for this subsection.

7. Motor Vehicle Liability Insurance covering all vehicles associated with Contractor operations to include all owned, non-owned and hired vehicles.

The coverage will be written on an occurrence basis with limits of liability not less than \$500,000.00 combined single limit per each occurrence.

C. The CONTRACTOR **shall name the City of Delray Beach as an Additional Insured**, to the extent of the services to be provided hereunder, on all required insurance policies, and provide the City with proof of same.

D. Certificates of Insurance: The successful contractor and/or subcontractor shall provide the City's Purchasing Department with a Certificate of Insurance evidencing such coverage for the duration of this Agreement. Said Certificate of Insurance shall be dated and show:

1. The name of the insured contractor,
2. The specified job by name and job number,
3. The name of the insurer,
4. The number of the policy,
5. The effective date,
6. The termination date,
7. A statement that the insurer will mail notice to the City at least thirty (30) days prior to any material changes in the provisions or cancellation of the policy.
8. The Certificate Holders Box must read as follows:

**100 NW 1st Avenue
Delray Beach, Florida 33444**

Any other wording in the Certificate Holders Box shall not be acceptable.

Non-conforming certificates will be returned for correction.

E. Waiver: Receipt of certificates or other documentation of insurance or policies or copies of policies by the City, or by any of its representatives, which indicates less coverage than is required, does not constitute a waiver of the successful contractor's obligation to fulfill the insurance requirements specified herein.

F. Subcontractors: The successful contractor shall ensure that any sub-contractor(s), hired to perform any of the duties contained in the Scope of Services of an Agreement, maintain the same insurance requirements set forth herein. In addition, the successful contractor shall maintain proof of same on file and made readily available upon request by the City.

G. Loss Deductible Clause: The City shall be exempt from, and in no way liable for, any sums of money which may represent a deductible in any insurance policy. The payment of such deductible shall be the sole responsibility of the successful contractor and/or subcontractor providing such insurance.

H. The certification or proof of insurance must contain a provision for notification to the City thirty (30) days in advance of any material change in coverage, non-renewal or cancellation.

Contractor shall furnish to the City, Certificate(s) of Insurance evidencing insurance required by the provisions set forth above, upon execution of the agreement. If any of the above coverages expire during the term of this Agreement, Contractor will provide a renewal certificate at least ten (10) days prior to expiration.

Mail to: City of Delray Beach, Attn. Risk Manager, 100 N.W. 1st Avenue, Delray Beach, Florida 33444 with copies to Assistant City Manager and Neighborhood Services Division 100 N.W. 1st Avenue, Delray Beach, FL 33444

Authorized Signature: _____ Date: _____

The City reserves the unilateral right to modify the insurance requirements set forth at anytime during the process of solicitation or subsequent thereto.

Failure to submit this form including copies of current Insurance Certificates may be grounds for disqualification of your submittal.

Form 1 BID SUBMITTAL SIGNATURE PAGE

By signing this Form, Bidder certifies that it satisfies all legal requirements as an entity to do business with the City, including all Conflict of Interest and Code of Ethics provisions. THE EXECUTION OF THIS FORM CONSTITUTES THE UNEQUIVOCAL OFFER OF BIDDER TO BE BOUND BY THE TERMS OF ITS BID

Firm Name: CJ Contracting, LLC
Street Address: 11924 Forest Hill Blvd Ste 10A-267 Wellington, FL 33414
Mailing Address (if different from Street Address): _____
Telephone Number(s): 561 - 273-9985
Fax Number(s): 561 - 228-1354
Email Address: CJ Contracting9@aol.com
Federal Identification Number: 26 3730772

Acknowledged by:

CJ Contracting, LLC
Firm Name
Fleury 8/9/16
Signature Date
Carl Fleury Owner
Printed Name and Title

By signing this document, the Proposer agrees to all terms and conditions of this ITB which includes the Agreement and is prepared to sign the Agreement as written. Bidder understands that if it submits exceptions to the Agreement in its Bid, Bidder may be deemed non-responsive. Failure to sign and submit this form may render the Bidder's Bid non-responsive.

Signature Authority

Indicate below Bidder's type of organization and provide the required documentation as applicable to demonstrate that the officer of Bidder executing the Bid Submittal Signature Page is duly authorized to execute on behalf of and as the official act of Bidder.

Select	Type of Organization	Officer Who Signed Proposal Submittal Signature Page	Required Authorizing Documentation
<input type="checkbox"/>	Corporation	President, Vice President, or Chief Executive Officer	None
<input type="checkbox"/>	Corporation	Director, Manager, or other title	Corporate resolution
<input type="checkbox"/>	Limited Liability Company (LLC) – Member-Managed	Member	Articles of Organization or Operating Agreement
<input checked="" type="checkbox"/>	Limited Liability Company (LLC) – Manager-Managed	Manager	Articles of Organization or Operating Agreement
<input type="checkbox"/>	Limited Partnership	General Partner	Document demonstrating the legal authority to bind the Limited Partnership
<input type="checkbox"/>	Partnership	Partner	None
		CEO, Director, Manager or other title	Authorizing documentation
<input type="checkbox"/>	Individual	Individual	None

Documentation is not required.

The required authorizing documentation is included with Proposal.

2016 FLORIDA LIMITED LIABILITY COMPANY ANNUAL REPORT

DOCUMENT# L08000106857

Entity Name: CJ CONTRACTING, LLC

Current Principal Place of Business:

11924 FOREST HILL BLVD
SUITE 10A-267
WELLINGTON, FL 33414

Current Mailing Address:

11924 FOREST HILL BLVD
SUITE 10A-267
WELLINGTON, FL 33414 US

FEI Number: [REDACTED]

Certificate of Status Desired: Yes

Name and Address of Current Registered Agent:

FLEURY, CARL
11924 FOREST HILL BLVD
SUITE 10A-267
WELLINGTON, FL 33414 US

The above named entity submits this statement for the purpose of changing its registered office or registered agent, or both, in the State of Florida

SIGNATURE: _____

Electronic Signature of Registered Agent

_____ Date

Authorized Person(s) Detail :

Title MGR
Name FLEURY, CARL
Address 11924 FOREST HILL BLVD
SUITE 10A-267
City-State-Zip: WELLINGTON FL 33414

I hereby certify that the information indicated on this report or supplemental report is true and accurate and that my electronic signature shall have the same legal effect as if made under oath; that I am a managing member or manager of the limited liability company or the receiver or trustee empowered to execute this report as required by Chapter 605, Florida Statutes; and that my name appears above, or on an attachment with all other like empowered.

SIGNATURE: CARL FLEURY

MGR

01/25/2016

Electronic Signature of Signing Authorized Person(s) Detail

_____ Date

Exhibit "A"

Neighborhood Services Division

City of Delray Beach
100 NW 1st Avenue, Delray Beach, FL 33444
Phone: 561-243-7280 Fax: 561-243-7221



**Contractor
Bid Proposal**

Case Number: 14-481

BID TOTAL \$: 50,640.00

Property Information:

239 NE 9th Street
Delray Beach FL 33444-

CONTRACTOR INFORMATION

Name: CJ Contracting, LLC

Contact Person: Carl Fleury

Address: 11924 Forest Hill Blvd Ste 10A-267
Wellington, FL 33414

Voice: 561-273-9985

Cell: 561-662-4514

email: CJContracting9@aol.com

Owner:

Debbie Shoun
239 NE 9th Street
Delray Beach FL 33444-
Phone: (561)276-2313

BID APPROVAL STATEMENT

The below owner signature hereby declares that the work write up has been reviewed by the applicant. Furthermore the owner understands the scope of work and the work to be performed on the owners property. The applicant understands that there will be no changes to the work write up specifications except to meet housing and or building code requirements. The owner is authorizing the City of Delray Beach to obtain bids for the work contained in the write up.

Signed: [Signature] Date: 3/11/ 2016
AS witnessed by [Signature]

The below bidder's signature hereby declares he/she has received a copy of the Neighborhood Services Division's Instructions to Bidders which includes General Conditions, Parts I and II as well as Special Conditions. By signing this proposal the bidder is asserting he/she has made a full examination of the existing condition of the location of where the scope of work on this project is to be performed. The bidder hereby also declares that in order to complete the full scope of work he/she agrees to furnish, unless otherwise provided, all implements, machinery, equipment, transportation, tools, materials, supplies, labor and all other necessary items which are to be included in the bid amount submitted above within the following time frame:

Bidder will start permit process within ten (10) days of the date on the Notice to Proceed. The notice establishes that the work be completed within sixty (60) days from issuance of permit.

The bidder understands that the right is reserved by the property owner and the City of Delray Beach, Neighborhood Services Division to reject any and all bids."

Signed: [Signature] Date: 8/9/ 2016

Contractor Bid

Case# 14-481

Exterior

Roofing

1 Flat Deck Cap Sheet Roof w/ Slope Roof Transition 225 SF 16 RCMP \$ 2600.00

Remove entire flat deck roof covering. Replace damaged sheathing, repair/replace damaged rafters and related roof components. **Contractors shall include in their bid replacing up to 48 lf of rafter/trusses top chords, and up to "5" full sheets of sheathing or 160 sq ft of exposed planking if needed** Damage in excess of "5" Sheets of sheathing or 160 sq ft of planking and up to 48 lf of rafter/truss top chords shall be addressed in a change order. Replacement sheathing shall be minimum 19/32" plywood but may be thicker to match existing sheathing. In instances where the sheathing is an exposed ceiling, replacement sheathing shall match existing and may be planks.

Contractors shall submit the installed unit cost for change order material above the covered damage as follows:

Sheet of plywood sheathing (each) above the covered 5 sheets	\$ <u>75.00</u>
Square foot of planking above the covered 160 sq ft	\$ <u>25.00</u>
Liner foot of rafter/trusses top chords above the covered 48 lf	\$ <u>25.00</u>

All roof sheathing/decking nailing shall be brought up to meet the 2014 Florida Building Code. Existing fasteners may be used to partially satisfy this requirement and additional nailing shall consist of the required ring shank nails. Plywood sheathing joints shall be covered with a secondary water barrier.

Place 16" wide, 26 gauge, valley sheet metal along the length of transition from the shingles roof into the new flat deck roof. Install a 4 ply built up roof system consisting of 75# fiberglass base sheet, 3 plys of hot mopped fiberglass finishing with a hot mopped mineral surfaced modified fiberglass cap sheet. New 3"x 3" metal drip edge (see note below) and flashing shall be installed throughout the entire roof system. The entire new roof system shall conform to building code of jurisdiction.

Note 1: Contractor shall submit an affidavit to the City of Delray Beach Neighborhood Services Division to the affect that the sheathing/decking nail fastening specification described in this line item has been met.

Note 2: Contractor shall replace existing 1"x 2" build-out for the drip edge at the top of fascia. If no 1"x 2" exists at the top of the fascia, the contractor shall install all new 1"x 2" primed and painted to match existing fascia color.

Flat Deck Cap Sheet Roof w/ Slope Roof Transition
Note 3: The metal drip edge shall be a minimum 3"x 3". Fastening of the drip edge shall be with nails placed into the sheathing, roof rafter, truss, or sub-fascia. No fasteners shall penetrate into the fascia or 1x2 wood drip edge nailer.

Note 4: This item will have a mandatory inspection with the rehabilitation inspector.

Note 5: Hot mopped tar overlapping cap sheet and flashing shall have the cap sheet mineral granules spread on the tar to protect it from UV (Sun) damage.

Note 6: Plywood sheathing joints shall be covered with a 4"-6" self adhering bitumen secondary water barrier applied directly to the plywood sheathing. If planks Two layers of 30# felt will be used. Contractor shall submit photos of the secondary water barrier when requesting payment for this item.

Contractor Bid Case# 14-481

2 Install Hurricane Straps/Clips 44 NO 16 RCMP \$ 2000.00

Remove sheathing, planking to expose truss/wall connection, prepare area and install Simpson hurricane clips "HGA10" or equal with a minimum 520 lb up lift on side of truss. replace sheathing, re-nail to 2014 Florida Building Code and install secondary water barrier and cover with new felt, tin tag, and roofing material to match existing as close as possible when needed.

Note: Inspector must be called when clips are installed before opening is closed. Or the contractor will be responsible for the cost exposing clips and re-closing opening as determined by the inspector.

3 Install New Roof 1260 SF 16 RCMP \$ 7150.00

Remove entire sloped roof covering. Replace damaged sheathing, replace / repair damaged rafters and related roof components. **Contractors shall include in their bid replacing up to 48 lf of rafter/trusses top chords, and up to "5" full sheets of sheathing or 160 sq ft of exposed planking if needed. Damage in excess of "5" Sheets of sheathing or 160 sq ft of planking and up to 48 lf of rafter/truss top chords shall be addressed in a change order.** Replacement sheathing shall be minimum 19/32" plywood but may be thicker to match existing sheathing. In instances where the sheathing is an exposed ceiling, replacement sheathing shall match existing and may be planks.

Contractors shall submit the installed unit cost for change order material above the covered damage as follows:

Sheet of plywood sheathing (each) above the covered 5 sheets	\$ <u>75.00</u>
Square foot of planking above the covered 160 sq ft	\$ <u>65.00</u>
Liner foot of rafter/trusses top chords above the covered 48 lf	\$ <u>25.00</u>

Plywood sheathing joints shall be covered with a 4"-6" self-adhering bitumen, and plank or tongue and groove sheathing shall be covered with a double layer of ASTM 30 lb. felt paper. Secondary water barrier will be applied directly to the plywood sheathing. Contractor shall submit photos of the secondary water barrier when requesting payment for this item.

All roof sheathing/decking nailing shall be brought up to meet the 2014 Florida Building Code. Existing fasteners may be used to partially satisfy this requirement and additional nailing shall consist of the required ring shank nails.

Install two (2) layers of ASTM 30 lb. felt paper for roof with a slope of less than 4" to 1'. Then install 40 year rated quality or equal, laminated (dimensional) shingle, self-sealing, fungus resistant fiberglass shingles, to meet the 2010 Florida Building Code. Install new ridge vent per shingle manufacturer's specifications over all roof ridge. New 3"x 3" metal drip edge (see note below) and flashing shall be installed throughout the entire roof system. The entire new roof system shall conform to building code of the City of Delray Beach Building Department.

Note 1: Contractor shall submit an affidavit to City of Delray Beach Neighborhood Services Division to the affect that the sheathing/decking nail fastening specification described in this line item has been met.

Note 2: Contractor shall replace existing 1"x 2" build-out for the drip edge at the top of fascia. If no 1"x 2" exists at the top of the fascia, the contractor shall install all new 1"x 2" primed and painted to match existing fascia color.

Note 3: The metal drip edge shall be a minimum 3"x 3". Fastening of the drip edge shall be with nails placed into the sheathing, roof rafter, truss, or sub-fascia. **No fasteners shall penetrate into the fascia or 1x2 wood drip edge nailer.**

Note 4: This item will have a mandatory inspection with the rehabilitation inspector.

Note 5: Owner shall have choice of shingle color.

****Note 6:** One 36" layer of self-adhering modified underlayment shall be placed above flashing in all valleys.

Contractor Bid Case# 14-481

Side Walls

4 **House Numbers** 1 0 \$ 10.00

Provide and install house numbers, Numbers to be at least 4" tall, aluminum and painted black with a 1/2" minimum stroke. Mechanically fasten numbers to structure so that they are visible from the street.

5 **Hurricane Shutters** 190 sf 0 \$ 2900.00

Install folding (accordion) aluminum hurricane shutters at:

a) **All window openings on the Front Porch**

The hurricane shutter system shall satisfy the 2014 Florida Building Code for both impact resistance and pressure requirements. The aluminum hurricane folding (accordion) shutter system, with stiffeners if required by engineering instructions, shall be permanently affixed to the building per manufacturer's instructions.

Shutters shall be completely installed for the inspector's inspection,

Note 1: Contractor shall submit Impact Resistant Rated Miami-Dade County or Florida Building Code product approvals, stamped by the Delray Beach Building Department, with this Project's close-out package.

Note 2: Disturbed finishes resulting from the installation of hurricane shutters shall be patched and touch-up paint shall be applied to match existing finishes as close as possible. Inspector shall be responsible for determining if the touch-up paint matches.

6 **Install Exterior Door** 2 EA 16 RCMP \$ 1400.00

Remove the existing West side and Rear doors and jambs, prepare a sufficient door bucks, and install a pre-hung metal clad six (6) panel doors. The doors must be Hurricane Impact Test Rated. Patch to match interior and exterior walls, install new interior wood casing and exterior wood brick mold. Prepare new door assemblies for painting by washing with TSP and a light sanding then apply one (1) coat of acrylic primer/sealer and two (2) coats of acrylic semi-gloss paint to match existing finishes.

Door installation shall include keyed entry lockset with lever handle both sides: "Schlage", Flair F51 and matching dead bolt or approved equal, dead bolt keyed one side to the lockset, peep hole, vinyl bubble weatherstripping, wind crash chain stop, and aluminum threshold.

Note 1: Door paint color choice shall be by owner in accordance with deed restrictions, homeowner's association, and building code of jurisdiction. Contractor shall comply with manufacturer recommended time intervals between coats of paint and shall deliver a smooth full paint coverage. Roller and brush marks, runs, orange peels, and other defective paint application shall not be accepted.

Note 2: Touch-up paint affected finishes resulting from the replacement of the door(s) to match existing as close as possible. Inspector shall be responsible for determining if the touch-up paint matches as close as possible.

Note 3: Contractor shall submit Impact Resistant Rated Miami-Dade County or Florida Building Code product approvals, stamped by the Delray Beach Building Department, with this Project's close-out package. Door assembly shall meet Dade County and current Florida Building Code product approval without using interior slide bolts.

Note 4: A landing is required according to code. In the absence of a landing, Contractor shall construct a concrete landing in front of the door as required by code, (or where a landing exists, Contractor shall re-construct/modify the existing landing in order to meet code.)

Contractor Bid

Case# 14-481

7 Install Impact French Doors 1 NO 16 RCMP \$ 3000.00

Remove the existing front french doors and jambs, prepare a sufficient door bucks, and install a pre-hung impact rated french doors with glass. Door glass will be impact rated glass. The doors must be Hurricane Impact Test Rated. Patch to match interior and exterior walls, install new interior wood casing and exterior wood brick mold. Prepare new door assemblies for painting by washing with TSP and a light sanding then apply one (1) coat of acrylic primer/sealer and two (2) coats of acrylic semi-gloss paint to match existing finishes.

Door installation shall include keyed entry lockset with lever handle both sides: "Schlage", Flair F51 and matching dead bolt or approved equal, dead bolt keyed one side to the lockset, peep hole, vinyl bubble weatherstripping, wind crash chain stop, and aluminum threshold.

Note 1: Door paint color choice shall be by owner in accordance with deed restrictions, homeowner's association, and building code of jurisdiction. Contractor shall comply with manufacturer recommended time intervals between coats of paint and shall deliver a smooth full paint coverage. Roller and brush marks, runs, orange peels, and other defective paint application shall not be accepted.

Note 2: Touch-up paint affected finishes resulting from the replacement of the door(s). to match existing as close as possible. Inspector shall be responsible for determining if the touch-up paint matches as close as possible.

Note 3: Contractor shall submit Impact Resistant Rated Miami-Dade County or 2014 Florida Building Code product approvals, stamped by the Delray Beach Building Department, with this Project's close-out package. Door assembly shall meet Dade County and current Florida Building Code product approval without using interior slide bolts.

Note 4: A landing is required according to code. In the absence of a landing, Contractor shall construct a concrete landing in front of the door as required by code, (or where a landing exists, Contractor shall re-construct/modify the existing landing in order to meet code.)

8 Install Impact Windows 11 NO 0 \$ 16500.00

Remove **ALL** existing windows. Replace windows with new missile resistant single hung windows with aluminum framed screen. Bathrooms shall have obscure glass. One egress window shall be installed in each sleeping room. Replace/repair damaged window sills with marble sill(s) or match existing finish. Provide Modifications to openings and move electric outlets or switches as necessary to accommodate the new windows. Missile resistant windows must be **DADE COUNTY CERTIFIED**.

Note 1: Contractor shall submit Dade County Product, 2014 Florida Building Code approvals, stamped by the Building Department of jurisdiction, with this Project's close-out package.

Note 2: Patch holes and touch up the paint patches and discolored finish resulting from the removal of existing window(s) to match existing as close as possible. Inspector shall be responsible for determining if the touch-up paint matches as close as possible.

9 Replace Wood Gable Siding 68 SF 0 \$ 600.00

Remove deteriorated exterior gable end siding, sheathing and studs as required. Replace with new sheathing, felt/moisture barrier, and studs, as needed, and then hang the siding. New siding shall match existing on the **East side of home**. If board siding, the boards shall not be less than 6' 0" long and vertical joints shall be staggered not be less than 2' 0". Prepare for paint and apply one (1) coat of acrylic primer/sealer and two (2) coats of acrylic exterior grade paint. Paint is to match existing color as close as possible. Masonry grade paint or wood grade paint, as appropriate, shall be applied. Primer and paint shall be of the same manufacturer, Sherwin Williams or equal.

Location: As needed

Contractor Bid

Case# 14-481

Site

10 Install Aluminum Ramp 2 Ea 0 \$ 1600.00

Remove existing stairs, walkways and any obstructions from the front door thru the porch to the exterior of structure that might interfere with the ramp's construction and its associated landings. The ramp and landings shall be modular sections constructed of aluminum. Landings shall be a minimum of 5' x 5'. Landings on grade shall be of concrete. Ramp shall not exceed 1:18 pitch, with a maximum length of 30'- 0" between landings, and a maximum width of 5'- 0". Handrail(s), posts, balusters, and channels shall be of aluminum. Ramp construction shall be in accordance with the building code of Delray Beach

Note: The intent of this specification is to provide access to the house for persons with a disability; it is to meet ADA specifications as close as possible.

Note: The contractor is responsible for all drawings, surveys and design components.

11 Pour Concrete Walkway 105 SF 0 \$ 3000.00

Remove existing walkway and dispose of properly. Provide all sub grade fill required for application of a concrete walkway. Provide all forming pour, and finish 4" (min.) deep x 42"(inch) width x 35'(foot) length and shall have thickened edges on all sides and shall consist of 3000 p.s.i. concrete. Approach "apron area" shall be included in this scope of work. Landings shall be a minimum of 5' x 5'. Landings on grade shall be of concrete. Hand Railing shall be installed the entire length of side walk Handrail(s), posts, balusters, and channels shall be of aluminum. Railing attachment to concrete shall be core drilled and back poured. Ramp construction shall be in accordance with the building code of jurisdiction for "ADA RAMPS". Walk ways to be 42" wide 4" thick and shall

Note: The intent of this specification is to provide access to the house for persons with a disability; it is to meet ADA specifications as close as possible.

- Walk way to shall have aluminum hand rail that is connected to walk way by core drilling and back pouring. Mechanical (redheads, bolts, tapcons ect...) will not be accepted.
- If side walk is less than 6"(inches) thick side walk is to be removed and poured as part of the driveway.
- Concrete shall be 3000 P.S.I. with reinforcing fibers embedded in the mix.

Note: It is the responsibility of the contractor to provide all needed surveys, drawings and product approvals needed and requested by the City of Delray Beach Building Department

NOTE: Include the "Approach" area which shall be included in this scope of work

Total for: Exterior \$ 40,160.00

Contractor Bid

Case# 14-481

3 Electrical

16 Carbon Monoxide/Smoke Detectors W/ Arc Fault 5 EA \$ 2000.00

Install UL approved Combination Carbon Monoxide/Smoke Detectors, wired 115 volt with battery backup. Place in accordance with the electrical and building code of jurisdiction. Contractor shall run a new Arc Fault protected circuit to energize all smoke detectors.

Note: Jurisdiction may require two smoke detectors in hallway and in each bedroom.

17 Repair Electrical Service 1 NO 0 \$ 1800.00

Inspect entire electrical system from service in. Replace all existing duplex receptacles with tamper resistant duplex receptacles, and all switches and cover plates. Install GFCI protection in the kitchen and bathroom(s) and exterior of home and install one (1) in each bathroom according to code.

Total for: Interior \$ 10,480.00

Total for: Exterior \$ 40,160.00

Job Total Cost: \$ 50,640.00

EXHIBIT B
INSURANCE REQUIREMENTS OF THE CITY OF DELRAY BEACH

Contractor shall not commence operations under the terms of this Agreement until certification or proof of insurance, detailing terms and provisions of coverage, has been received and approved by the City of Delray Beach Risk Management. Any questions regarding insurance requirements should be directed to the Risk Management Department at 561-243-7150.

- A. The successful Contractor shall not commence any work in connection with an agreement until it has obtained all of the following types of insurance and has provided proof of same to the County, in the form of a certificate *prior* to the start of any work, nor shall the successful Contractor allow any subcontractor to commence work on its subcontract until all similar insurance required of the subcontractor has been so obtained and approved. All insurance policies shall be with insurers qualified and doing business in Florida.
- B. The successful Contractor and/or subcontractor shall maintain the following types of insurance, with the respective limits:

1. AUTOMOBILE:

- a. Combined Single Limit: \$300,000.00 per accident; OR
Bodily Injury: \$300,000.00 per person

AND

- b. Property Damage: \$100,000.00 per accident

2. GENERAL LIABILITY: Minimum limit of \$500,000 per occurrence and One Million Dollars (\$1,000,000.00) in the aggregate annually providing coverage for Premises and Operations, Products and Completed Operations, Fire Legal Liability, and Personal and Advertising Injury Liability. Insurance Policies must be obtained through insurance companies that are authorized to transact business in the State of Florida by the Department of Financial Services, and they must carry a minimum rating of A.M. Best of A- as to management and VII as to financial size.

- a. General Aggregate: Two Million Dollars (\$2,000,000.00);
- b. Excess Coverage: One Million Dollars (\$1,000,000.00);
- c. Products Liability: Two Million Dollars (\$2,000,000.00);

3. WORKERS' COMPENSATION: Covering all employees and providing benefits as required by Florida Statute 440 and Employers' liability insurance which covers the statutory obligation for all persons engaged in the performance of the work required hereunder with limits not less than One Million Dollars (\$1,000,000.00) per occurrence regardless of the size of your firm. Contractor further agrees to be responsible for employment, control and conduct of its employees and for any injury sustained by such employees in the course and scope of their employment.. Evidence of qualified self-insurance status will suffice for this subsection.

4. Motor Vehicle Liability Insurance covering all vehicles associated with Contractor operations to include all owned, non-owned and hired vehicles.
The coverage will be written on an occurrence basis with limits of liability not less than \$500,000.00 combined single limit per each occurrence.
- C. Contractor shall name the City of Delray Beach as an Additional Insured, to the extent of the services to be provided hereunder, on all required insurance policies, and provide the City with proof of same.
- D. Certificates of Insurance: The successful Contractor and/or subcontractor shall provide the City's Purchasing Department with a Certificate of Insurance evidencing such coverage for the duration of this Agreement. Said Certificate of Insurance shall be dated and show:
 1. The name of the insured contractor,
 2. The specified job by name and job number,
 3. The name of the insurer,
 4. The number of the policy,
 5. The effective date,
 6. The termination date,
 7. A statement that the insurer will mail notice to the City at least thirty (30) days prior to any material changes in the provisions or cancellation of the policy.
 8. The Certificate Holders Box must read as follows:
City of Delray Beach
100 N.W. 1st Avenue
Delray Beach, Florida 33444

Any other wording in the Certificate Holders Box shall not be accepted. Non-conforming insurance certificates will be returned for correction.

- E. Waiver: Receipt of certificates or other documentation of insurance or policies or copies of policies by the City, or by any of its representatives, which indicates less coverage than is required, does not constitute a waiver of the successful contractor's obligation to fulfill the insurance requirements specified herein.
- F. Subcontractors: The successful Contractor shall ensure that any sub-contractor(s), hired to perform any of the duties contained in the Scope of Services of an Agreement, maintain the same insurance requirements set forth herein. In addition, the successful Contractor shall maintain proof of same on file and made readily available upon request by the City.
- G. Loss Deductible Clause: The City shall be exempt from, and in no way liable for, any sums of money which may represent a deductible in any insurance policy. The payment of such deductible shall be the sole responsibility of the successful Contractor and/or subcontractor providing such insurance.
- H. The certification or proof of insurance must contain a provision for notification to the City thirty (30) days in advance of any material change in coverage, non-renewal or cancellation. Contractor shall furnish to the City, Certificate(s) of Insurance evidencing insurance required by the provisions set forth above, upon execution of this Agreement. If any of the above coverages expire during the term of this Agreement, Contractor will provide a renewal certificate at least ten (10) days prior to expiration.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

04/04/2016

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an **ADDITIONAL INSURED**, the policy(ies) must have **ADDITIONAL INSURED** provisions or be endorsed. If **SUBROGATION IS WAIVED**, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER 772 692 0110 772 692 1761
 ARMELLINO AGENCY INC
 1304 NW FEDERAL HIGHWAY
 STUART, FL 34994

CONTACT NAME: JOHN ARMELLINO
 PHONE (A/C No. Ext): 772 692 0110 FAX (A/C No): 772 692 1761
 E-MAIL ADDRESS:
 ADDRESS:

INSURED
 CJ CONTRACTING LLC
 11924 FOREST HILL BLVD SUITE 10A-267
 WELLINGTON, FL 33414

INSURER(S) AFFORDING COVERAGE NAIC#
 INSURER A: PREFERRED INSURANCE COMPANY
 INSURER B: SCOTTSDALE INSURANCE
 INSURER C: SCOTTSDALE INSURANCE
 INSURER D:
 INSURER E:
 INSURER F:

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**
 THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDITIONAL SUBR INSUR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER: AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTIONS WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	<input checked="" type="checkbox"/>	GL-727910	04/01/2016	04/01/2017	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (ea occurrence) \$ 50,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ EACH OCCURRENCE \$ AGGREGATE \$ PER STATUTE OTH-ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
B	INSTALLATION FLOATER		CPS2421613	03/11/2016	03/11/2017	LIMIT 20,000
C	BUILDERS RISK		CPS2355582	02/09/2016	08/09/2016	NAME PER.500 DE 200,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
 GENERAL CONTRACTOR

CERTIFICATE HOLDER
 ADDITIONAL INSURED:
 CITY OF DELRAY BEACH
 100 NW 1ST AVENUE
 DELRAY BEACH, FL 33444

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

© 1988-2015 ACORD CORPORATION. All rights reserved.

Form 2 BID POLICY STATEMENT

1. Bidder must be qualified, prior to the award of any Bid.
2. Should a new Bidder that has never provided services for a City housing rehabilitation services project be the lowest responsive, responsible Bidder that Bidder is subject to being awarded only one pilot job. This pilot job will end upon completion and final payment for the pilot job. After which the Bidder shall be awarded no more than three jobs at one given time, as determined by the City.
3. No Bidder shall be awarded or have under construction more than three housing rehabilitation service projects at any one time. Should a Bidder be the lowest responsive, responsible Bidder on more than three in-process housing rehabilitation service projects, Bidder will be given the choice of which three housing rehabilitation services projects it wishes to provide. Any remaining housing rehabilitation service projects will be awarded to the next lowest responsive, responsible Bidder.
4. All Bids received shall fall within a ten percent range of the City's in-house bid estimate. The City reserves the right to award any bid not within the ten percent range to the next lowest responsive, responsible Bidder that is within the ten percent range.
4. Should there be any large difference between any line item on the City's in-house bid estimate and the Bidder's bid estimate, the Bidder and the City shall meet and make necessary adjustments to ensure equitable payments.

Form 3 NON-COLLUSION AFFIDAVIT OF PRIME CONTRACTOR

State of Florida

County of Palm Beach ss.

Carl Fleury being first duly sworn, deposes and says that:

1. He/She is President of CJ Contracting, LLC, the Contractor that has submitted the attached Bid;
2. He/She is fully informed respecting the preparation and contents of the attached Bid and of all pertinent circumstances respecting such Bid;
3. Such Bid is genuine and is not a collusive or sham Bid;
4. Neither the said Contractor or any of its officers, partners, owners, agents, representatives, employees or parties in interest, including this affiant, has in any way colluded, conspired, connived or agreed, directly or indirectly with any other Contractor, firm or person to submit a collusive or sham Bid in connection with this Agreement for which the attached Bid has been submitted or to refrain from bidding in connection with such Contract, or has in any manner, directly or indirectly, sought by agreement or collusion or communication or conference with any other Contractor, firm or person to fix the price or prices in the attached Bid or of any other Contractor, or to fix any overhead, profit or cost element of the Bid price or the Bid price of any other Contractor, or to secure through any collusion, conspiracy, connivance or unlawful agreement any advantage against the City of Delray Beach or any person interested in the proposed Contract; and
5. 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 Contractor or any of its agents, representatives, owners, employees, or parties in interest, including this affiant.

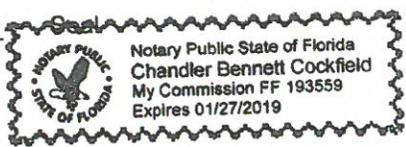
[Signature]
 Signature
President
 Title

STATE OF FLORIDA
COUNTY OF PALM BEACH

The foregoing instrument was acknowledged before me this 27 day of July, 2016, by Carl Fleury who is personally known / produced identification.

Type of identification produced: Divers License

[Signature]
 Notary Public



ITB 2016-122
NS Division Housing Rehabilitation
Program 14-421

Form 4 CERTIFICATION OF NON-SEGREGATED FACILITIES

Contractor certifies that Contractor does not maintain or provide for its employees any segregated facilities at any of its establishments, and that Contractor does not permit its employees to perform their services at any location, under Contractor's control where segregated facilities are maintained. Contractor certifies further that Contractor will not maintain or provide for its employees any segregated facilities at any of its establishments, and that Contractor will not permit its employees to perform their services at any location under its control where segregated facilities are maintained.

Contractor agrees that a breach of this certification will be a violation of the Equal Opportunity clause in any contract resulting from acceptance of its Bid. As used in the certification, the term "segregated facilities" means any waiting rooms, work areas, restrooms and washrooms, restaurants and other eating areas parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing facilities provided for employees which are segregated on the basis of race, color, religion, or national origin, because of habit, local custom, or otherwise.

Contractor agrees that, except where Contractor has obtained identical certification from proposed sub-contractors for specific time periods, Contractor will obtain identical certifications from proposed sub-contractors prior to the award of sub-contracts exceeding \$10,000 which are not exempt from the provisions of the Equal Opportunity clause, and that Contractor will retain such certifications in its files.

NOTE: The penalty for making false statements in offers is prescribed in 18 U.S.Code 1001.

DATE: 8/9, 2016

Contractor Official Address:

11924 Forest Hill Blvd
Address

Ste 10A-267
Address

Wellington, FL 33414
CITY, STATE, ZIP

[Signature]
Signature

Owner
Title

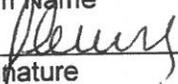
Form 6 DRUG-FREE WORKPLACE

If identical tie bids exist, preference will be given to the Contractors who submit a certification with their bid/proposal certifying they have a drug-free workplace in accordance with Section 287.087, Florida Statutes. The drug-free workplace preference is applied as follows:

IDENTICAL TIE BIDS: Preference shall be given to businesses with drug-free workplace programs. Whenever two or more bids which are equal with respect to price, quality, and service are received by the State or by any political subdivision for the procurement of commodities or contractual services, a bid received from a business that certifies that it has implemented a drug-free workplace program shall be given preference in the award process. Established procedures for processing tie bids will be followed if none of the tied Contractors have a drug-free workplace program.

As the person authorized to sign this statement, I certify that this firm complies fully with the following requirements:

- 1) This firm publishes a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.
- 2) This firm informs employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.
- 3) This firm gives each employee engaged in providing the commodities or contractual services that are under bid a copy of the statement specified in subsection (1).
- 4) In the statement specified in subsection (1), this firm notifies the employees that, as a condition of working on the commodities or contractual services that are under bid, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of chapter 893 or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) days after such conviction.
- 5) This firm imposes a sanction on or requires the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community, by any employee who is so convicted.
- 6) This firm will continue to make a good faith effort to maintain a drug-free workplace through implementation of this section.

CT Contracting LLC
 Firm Name

 Signature
 Carl Fleury Owner
 Name and Title(Print or Type)
 8/9/2016
 Date

Form 7 CONFLICT OF INTEREST DISCLOSURE FORM

The award of this ITB is subject to the provisions of Chapter 112, Florida Statutes and Palm Beach County Ordinance Section 2-443. All Bidders/bidders/Bidders must disclose: the name of any officer, director, or agent who is also an employee or relative of an employee of the City.

Furthermore, all Bidders must disclose the name of any City employee or relative(s) of a City employee who owns, directly or indirectly, an interest in the Bidders firm or any of its branches.

The purpose of this disclosure form is to give the City the information needed to identify potential conflicts of interest for key personnel involved in the award of this ITB.

The term "conflict of interest" refers to situations in which financial or other personal considerations may adversely affect, or have the appearance of adversely affecting, an employee's professional judgment in exercising any City duty or responsibility in administration, management, instruction, research, or other professional activities.

Select the statement below which applies to Bidder and, if applicable attach supporting information:

To the best of our knowledge, the undersigned firm has no potential conflict of interest as defined in Chapter 112, Florida Statutes and Section 2-443, Palm Beach County Code of Ordinances.

The undersigned firm, by attachment to this form, submits information which may be a potential conflict of interest as defined in Chapter 112, Florida Statutes and Section 2-443, Palm Beach County Code of Ordinances.

Acknowledged by:

CJ Contracting, LLC
Firm Name (print)

fleury
Signature Date 8/9/16

Carl Fleury Owner
Printed Name and Title

Disclose the name of any officer, director or agent of Bidder who is also an employee of the City. Disclose the name of any City employee who owns, directly or indirectly, any interest in the Bidder's firm or any of its branches. If no conflicts of interests exist enter N/A.

N/A

Form 8 SECTION 3 CLAUSE

A. The work to be performed under this Agreement is subject to the requirements of Section 3 Clause of the Housing and Urban Development (HUD) Act of 1968, as amended, 12 U.S. Code 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 Agreement agree to comply with HUD's requirements in Title 24 CFR Part 135, which implements Section 3. As evidenced by their execution of this Agreement, the parties to this Agreement certify that they are under no contractual or other impediment that would prevent them from complying with the 14 CFR 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 commitment under this Section 3, 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 this Agreement is executed, and (2) with persons other than those to whom the regulations of 24 CFR Part 135 require employment opportunities to be directed, were not filled to circumvent the contractor's obligations under 24 CFR Part 135.

F. Noncompliance with HUD's regulations in 24 CFR Part 135 may result in sanctions, termination of this Agreement for default, and debarment or suspension from future HUD assisted contracts.

Acknowledged by:

CJ Contracting, LLC
Firm Name

Henry 8/9/16
Signature / Date

Form 10 CERTIFICATION OF ELIGIBILITY OF GENERAL CONTRACTOR

BEFORE ME, the undersigned authority, personally appeared Carl Fleury, who, after being by me first duly sworn, deposes and says of his/her personal knowledge that

- (1) Contractor is the President of CJ Contractors, LLC, hereinafter referred to as the "General Contractor"; who submitted a proposal to perform work for the following project:

Project Name: N/A

- (2) Contractor is fully informed that the Proposal submitted for work to be performed under the above mentioned contract, is being funded, in whole or in part, by a Federally-assisted or insured contract; and
- (3) The General Contractor nor any of its officers, partners, owners or parties of interest is not named on the current General Services Administration List of Parties Excluded from Federal Procurement or Non-procurement Programs prior to award of the contract; and
- (4) The General Contractor acknowledges that should the Contractor be subsequently found ineligible after award of this Agreement, its Construction Contract shall be terminated and the matter referred to the Department of Labor, the Department of Housing and Urban Development, or the General Services Administration for its action; and
- (5) The General Contractor acknowledges the responsibility of informing all of its subcontractors that this Agreement is being funded, in whole or in part, by a Federally-assisted or insured contract; and
- (6) The General Contractor acknowledged the responsibility that all of its subcontractors are to sign a "Certification of Eligibility of Subcontractors: as a part of its contract with such subcontractors, and that the "General Contractor" will retain such certifications in its files. Furthermore, should the subcontractor be subsequently found ineligible after award of the Construction Contract, its contract with the "General Contractor" shall be terminated and the matter referred to the Department of Labor, the Department of Housing and Urban Development, or the General Services Administration, for its action.

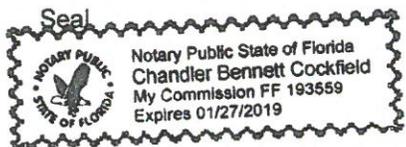
Fleury
Signature
President
Title

STATE OF FLORIDA
COUNTY OF PALM BEACH

The foregoing instrument was acknowledged before me this 27 day of July, 2016, by Carl Fleury who is personally known / produced identification.

Type of identification produced: Drivers License

Chandler Bennett Cockfield
Notary Public



ITB 2016-122
NS Division Housing Rehabilitation
Program 14-421

Form 11 CERTIFICATION OF ELIGIBILITY OF SUB-CONTRACTORS
(for use by Subcontractors)

Certification Regarding Debarment Suspension, Ineligibility and Voluntary Exclusion-Lower-Tier Covered Transactions pursuant to 24 CFR, Code of Federal Regulations, Part 24.510(b) and HUD Handbook 1300.13 REV.1:

- (1) By signing and submitting this proposal, the prospective lower-tier participant, certifies that neither it, nor its principals, is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transition by any Federal department or agency.
Further, I, we, provide the certification set out below:
I, and any principals of my firm, understand that the certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that I, we, knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the Department or agency with which this transaction originated may pursue available remedies.
- (2) Further, I, and any principal of my firm, shall provide immediate written notice to the person to which this proposal is submitted if at any time I, we, learn that my/our certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
- (3) By submitting this proposal, I, and any principals of my firm, agree that should the proposed covered transaction be entered into, I, we, will not knowingly enter into any lower-tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction unless authorized by the agency with which this transaction originated.
- (4) I, and any principals of my firm, further agree by submitting this proposal that I/we, will include this Certification, without modification, in all lower tier covered transactions and in all solicitations for lower-tier covered transacting.

N/A
Firm Name

Signature

Name and Title(Print or Type)

Date

Form 12 BEST MANAGEMENT PRACTICES FOR THE CONSTRUCTION INDUSTRY

- A. The general Contractor, or if none, the property owner, shall be responsible for assuring that each Contractor or subcontractor evaluates each site before construction is initiated to determine if any site conditions may pose particular problems for the handling of any Regulated Substances. For instance, handling Regulated Substances in the proximity of water bodies or wetlands may be improper.
- B. If any regulated substances are stored on the construction site during the construction process, they shall be stored in a location and manner which will minimize any possible risk of release to the environment. Any storage container of 55 gallons, or 440 pounds, or more containing Regulated Substances shall have constructed below it an impervious containment system constructed of materials of sufficient thickness, density and composition that will prevent the discharge to the land, groundwater, or surface waters, of any pollutant which may emanate from said storage container or containers. Each containment system shall be able to contain 150% of the contents of all storage containers above the containment system.
- C. Each Contractor shall familiarize him/herself with the manufacturer's safety data sheet supplied with each material containing a Regulated Substance and shall be familiar with procedures required to contain and clean up any releases of the Regulated Substance. Any tools or equipment necessary to accomplish same shall be available in case of a release.
- D. Upon completion of construction, all unused and waste Regulated Substances and containment systems shall be removed from the construction site by the responsible Contractor and shall be disposed of in a proper manner as prescribed by law.

GENERIC REGULATED SUBSTANCES LIST

Regulated Substances are substances that may cause significant harm to human health and the environment (including surface and groundwater). The Palm Beach County Unified Land Development Code (ULDC) Article 14 Chapter, Wellfield Protection, regulates that storage, handling, use and production of Regulated Substances within wellfield zones which may impair present and future drinking water supplies. In addition, the ULDC, Article 4 Chapter D. Excavation requires that Best Management Practices for the Construction Industries be followed for Agricultural, West County Agricultural Area, TYPE II, TYPE IIIA and TYPE IIIB excavation activities.

Substances and materials from the following categories that are stored, handled, used or produced, and located within a wellfield zone or located on property as part of excavation activities are considered to be Regulated Substances.

Acid and basic cleaning solutions	Medical, pharmaceutical, dental, veterinary and hospital solutions
Antifreeze and coolants	Mercury and mercury compounds
Arsenic and arsenic compounds	Metal finishing solutions
Bleaches and peroxides	Oils
Brake and transmission fluids	Paints, primers, thinners, dyes, stains, wood preservatives, varnishing and cleaning compounds
Braine Solution	Painting solvents
Casting & Foundry chemicals	PCB's
Caulking agents and sealants	Pesticides and herbicides
Cleaning solvents	Plastic resins, plasticizers and catalysts
Corrosion and rust prevention solutions	Photo development chemicals
Cutting fluids	Poisons
Degreasing and parts cleaning solvents	Polishes
Disinfectants	Pool chemicals
Electroplating solutions	Processed dust and particulates
Explosives	Radioactive sources
Fertilizers	Reagents and standards
Fire extinguishing chemicals	Refrigerants
Food processing wastes	Roofing chemicals and sealers
Formaldehyde	Sanitizers, disinfectants bactericides and algaecides
Fuels and fuel additives	Soaps, detergents and surfactants
Glues, adhesives and resins	Solders and fluxes
Greases	Stripping compounds
Hazardous waste	Tanning industry chemicals
Hydraulic fluid	Transformer and capacitor oils/fluids
Indicators	Waste oils and antifreeze
Industrial and commercial janitorial supplies	Water and wastewater treatment chemicals
Industrial process chemicals	
Industrial sludge and still bottoms	
Inks, printing and photocopying chemicals	
Laboratory chemicals	
Liquid storage batteries	

Form 13 ACKNOWLEDGMENT OF ADDENDA

The Bidder hereby acknowledges the receipt of the following addenda, which were issued by the City and incorporated into and made part of this Bid. The Bidder acknowledges that it is solely responsible for ensuring that it is aware of, and in receipt of, all addenda.

ADDENDUM NUMBER	DATE RECEIVED	PRINT NAME OF PROPOSER'S AGENT	TITLE OF PROPOSER'S AGENT	SIGNATURE OF PROPOSER'S AGENT
N/A				

I _____, on behalf of
(name)
_____ have read and
surety company
and examined the Performance and Payment Bonds attached to Bid No. 2016-114.

Signature Date

WITNESS: (If Sole Ownership or Partnership, two (2) Witnesses required). (If Corporation, Secretary Only will attest and affix seal)

WITNESSES:

CONTRACTOR

Signature

(firm name)

Printed Name

By: _____
(Signature of Authorized Officer)

Signature

Printed Name

(affix Contractor seal)

Print Name: _____
Title: _____

Business Address:

SURETY:

Surety Name

Signature, Attorney-in-Fact

Signature

Printed Name

Printed Name

(affix surety seal)

Business Address

City, State, Zip

Name of Local Insurance Agency

Form 14 SURETY PERFORMANCE AND PAYMENT BOND

Bond No _____

By this Bond, we _____, as Principal, whose principal business address is _____ and whose phone number is _____, as Contractor under the contract dated _____, 20____. between Principal and the City of Delray Beach, whose principal address is _____ and whose phone number is _____ for the construction of Project No. _____, more particularly described as _____ and located at _____ (hereinafter referred to as "Contract") the terms of which Contract are incorporated by reference in its entirety into this Bond and _____, as Surety, whose principal business address is _____ and whose telephone number is _____ the sum of _____ (U.S. dollars) \$ _____, for payment of which we bind ourselves, our heirs, personal representatives, successors, and assigns, jointly and severally.

THE CONDITION OF THIS BOND is that Principal:

1. Performs all the work under the Contract, including but not limited to guarantees, warranties and the curing of latent defects, said Contract being made a part of this bond by reference, and in the times and in the manner prescribed in the Contract, including any and all damages for delay; and
2. Promptly makes payments to all claimants, as defined in Section 255.05(1) Florida Statutes, supplying Principal with labor, materials, or supplies, used directly or indirectly by Principal in the prosecution of the work provided for in the contract and
3. Pays City all losses, damages, including damages for delay, expenses, costs and attorney's fees, including appellate proceedings, that City sustains because of a default by Principal under the Contract, including but not Limited to a failure to honor all guarantees and warranties or to cure latent defects in its work or materials within 5 years after completion of the work under the Contract; and
4. Performs the guarantee of all work and materials furnished under the contract for the time specified in the Contract, including all warranties and curing all latent defects within 5 years after completion of the work under the Contract; then this bond is void; otherwise it remains in full force.

In the event that Principal shall fail to comply fully with, carry out and perform the terms and conditions of the Contract the Surety, following receipt of a written demand by the Obligee to correct Principal's default(s), and having failed to correct such default (s) within a reasonable time, shall be deemed to be in default fifteen days after receipt of an additional written demand by the Obligee to correct the Principal's default, and the Obligee shall be entitled to enforce any

remedy against Surety available to the Obligee including, but not limited to recovery of damages for the Surety's delay.

If no specific periods of warranty are stated in the Contract for any particular item or work, material or equipment, the warranty shall be deemed to be a period of one (1) year from the date of final acceptance by the City. This Bond does not limit the City's ability to pursue suits directly with the Principal seeking damages for latent defects in materials or workmanship, such actions being subject to the limitations found in Section 95.11(3)(c), Florida Statutes.

Any action instituted by a claimant under this bond for payment must be in accordance with the notice and time limitation provisions in Section 255.05 (2), Florida Statutes.

Any changes in or under the Contract Documents and compliance or noncompliance with any formalities connected with the Contract or the changes does not affect Surety's obligation under this Bond.

IN WITNESS WHEREOF, the above bound parties have caused this Bond to be executed by their appropriate officials as of the _____ day of _____ 20_____.

CONTRACTOR

Contractor Name

Signature (President, Managing Partner or Joint Venturer)

SEAL

**COUNTERSIGNED BY RESIDENT
FLORIDA AGENT OF SURETY:**

Name:

(Copy of Agent's current Identification Card as issued by State of Florida Insurance Commissioner must be Attached)

SURETY:

Surety Name

Attorney-in-Fact

CORPORATE SEAL

FORM 128489-0812

00100955



No. 0787288

8-9/430

CASHIER'S CHECK

DATE AUGUST 09, 2016

PAY TO THE ORDER OF CITY OF DELRAY BEACH

\$ 2,532.00

TWO THOUSAND FIVE HUNDRED THIRTY TWO AND 00 / 100***** DOLLARS

Security features. Details on back.

CJ CONTRACTING LLC

REMITTER

PNC Bank, National Association



[Handwritten Signature]
OFFICIAL SIGNATURE



SECTION 5: WRITE UP

A. COST : Complete Exhibit A

- Case 14-421 – 237 NE 9th Street, Delray Beach, FL 33444

B. JOINT BIDDING, CO-OPERATIVE PURCHASING AGREEMENT: Will extend same price, terms, and conditions of this bid to other Palm Beach, Martin and Broward County Governmental agencies?

Yes

No

C. BID INFORMATION WAS OBTAINED FROM:

BidSync

Newspaper Ad

City Hall

City Website

Other (specify): _____